



Twin Falls City Council Agenda

Monday, April 11, 2022, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

AMENDED

**** SPECIAL MEETING ****

The Twin Falls City Council will meet at 4:00 p.m., for the purpose of: EXECUTIVE SESSION 74-206 (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.

The regular meeting will start at 5:00 p.m.

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Shawn Barigar, Jason Brown, Spencer Cutler

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM - 4:00 p.m.
- 2) EXECUTIVE SESSION
 - a) **INFORMATIONAL:** 74-206. EXECUTIVE SESSIONS (1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.
By: Travis Rothweiler, City Manager
- 3) PLEDGE OF ALLEGIANCE
- 4) PROCLAMATIONS
 - a) **PRESENTATION:** Healthcare Decisions Day Proclamation
 - b) **PRESENTATION:** Telecommunicators Week 2022 Proclamation.
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve Accounts Payable for March 31 thru April 6, 2022.

By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** City Council Meeting 2022 April 4 Minutes.
By: Erin Parrish, Executive Assistant

- c) **ACTION ITEM:** Consideration of a request from Cody Riddle, of New Journey Church to hold church in various parks throughout the city from 4/17/2022 through 10/2/2022.
By: Lou Coronado, Sergeant , Twin Falls Police Department
- d) **ACTION ITEM:** Consideration of a request to hold the Magic Valley Pride Parade and Street Dance.
By: Lou Coronado, Sergeant, Twin Falls Police Department
- e) **ACTION ITEM:** Approval of the Findings of Fact and Conclusions of Law: CSI Zoning District Change and Zoning Map Amendment.
By: Jonathan Spendlove, Planning and Zoning Director
- f) **ACTION ITEM:** Consideration of a request to approve a Trust Agreement for **Calistoga Springs Subdivision No. 2**, placing Lots 3, 4, 5, 6, 7, 8, 9, 10, 11; Block 7, in trust.
By: Josh Baird, City Engineer
- g) **ACTION ITEM:** Consideration of a request to approve a Trust Agreement for **Calistoga Springs Subdivision**, placing Lots Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 1;
Lot 1, Block 2;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 3;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 4;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and Tract B, Block 5;
Lots 1, 2, 3, Block 6,
in trust.
By: Josh Baird, City Engineer

6) **ITEMS OF CONSIDERATION**

- a) **ACTION ITEM:** Consideration of a request to approve an FAA AIP-42 grant amendment request letter to the FAA for \$3,840.00 and authorize the Mayor to sign the letter.
By: William Carberry, Airport Manager
- b) **ACTION ITEM:** Consideration of a request to approve an agreement with JUB Engineers in the amount of \$45,930.00 for services to acquire a new FAA funded, multi-tasking piece of snow removal equipment and authorize the Mayor to sign the agreement.
By: William Carberry, Airport Manager
- c) **ACTION ITEM:** Consideration of a request to award a contract to M-B Companies for an FAA funded airport multi-task snow plow & broom in the amount of \$787,077.00, authorizing the Mayor to sign the contract, contingent upon FAA funding and legal review.
By: William Carberry, Airport Manager
- d) **ACTION ITEM:** Consideration of a request by Starr Corporation to approve a proposed Guaranteed Maximum Price (GMP) for Fire Station #2.
By: Mandi Thompson, Assistant to the City Manager
- e) **DISCUSSION:** A discussion about a proposal that could reduce losses on rental property utility accounts.

By: Brent Hyatt, Assistant Finance Director

- 7) GENERAL PUBLIC INPUT
- 8) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 9) PUBLIC HEARINGS
- 10) ADJOURNMENT

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - Wait to be recognized by the Mayor or Chairman
 - Approach the microphone/podium
 - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why the request is being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

Office of the Mayor
City of Twin Falls, Idaho

Proclamation

Healthcare Decisions Day

WHEREAS, Healthcare Decisions Day is designed to raise public awareness of the need to plan ahead for health care decisions, related to end of life care and medical decision-making whenever patients are unable to speak for themselves and to encourage the specific use of advance directives to communicate these important health care decisions

WHEREAS, it is estimated that only about 27 percent of Americans have completed an advance directive; and

WHEREAS, it is likely that a significant reason for these low percentages is that there is both a lack of knowledge and considerable confusion in the public about Advance Directives;

WHEREAS, one of the principal goals of Healthcare Decisions Day is to encourage hospitals, nursing homes, assisted living facilities, continuing care retirement communities, and hospices to participate in a City-wide effort to provide clear and consistent information to the public about advance directives, as well as to encourage medical professionals and lawyers to volunteer their time and efforts to improve public knowledge and increase the number of citizens in Twin Falls with advance directives;

WHEREAS, healthcare associations and other organizations throughout Idaho have endorsed this event and are committed to educating the public about the importance of discussing health care choices and executing advance directives;

WHEREAS, as a result of April 16, 2022, being recognized as Healthcare Decisions Day in Twin Falls, we hope that more citizens will have conversations about their health care decisions; more citizens will complete an Advance Directives to make their wishes known; and fewer families and health care providers will have to struggle with making difficult health care decisions in the absence of guidance from the patient;

Now, therefore, I, Ruth Pierce, do hereby proclaim April 16, 2022, as **National Healthcare Decisions Day** and encourage all citizens to join me in this worthy observance.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Ruth Pierce, Mayor of the City of Twin Falls

Attest:

Erin Parrish, City Clerk

Date

*Office of the Mayor
City of Twin Falls, Idaho*

Proclamation

Telecommunicators Week

April 10-16, 2022

Whereas, emergencies that require police or fire services can occur at any time; and

Whereas, when an emergency occurs, the prompt response of police officers and firefighters is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who contact the City Communications Center; and

Whereas, public safety emergency communications officers are the first and most critical contact our citizens have with emergency services; and

Whereas, public safety emergency communications officers are the single vital link for our public safety responders by providing them information, actively engaging in and monitoring their activities, and insuring their safety; and

Whereas, public safety emergency communications officers of the City of Twin Falls have contributed substantially to the apprehension of criminals, suppression of fires and treatment of the injured; and

Whereas, each emergency communications officer has exhibited compassion, understanding and professionalism in the performance of their job in the past year;

NOW, THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim April 10-16, 2022, as

Telecommunicators Week

in Twin Falls, Idaho, and encourage all citizens to join me in this worthy observance.

*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Ruth Pierce, City of Twin Falls Mayor

*Erin Parrish, City Clerk
April 11, 2022*



Twin Falls City Council Minutes

Monday, April 4, 2022, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Members Nikki Boyd, Shawn Barigar, Craig Hawkins, Jason Brown, Spencer Cutler (by phone).

Absent: None

Staff Present: Travis Rothweiler, City Manager; Mitch Humble, Deputy City Manager; Gretchen Scott, Deputy City Manager; Jonathan Spendlove, Planning & Zoning Director; Lou Coronado, Sergeant, Twin Falls Police Department; Erin Parrish, Executive Assistant; Mandi Thompson, Assistant to the City Manager; Mike Plane, Network Administrator; Lisa Strickland, City Planner; Josh Palmer, Public Information Coordinator; Craig Kingsbury, Chief of Twin Falls Police; Ian Zollinger, City Planner; Les Kenworthy, Chief of Twin Falls Fire Department; Cailin Gibson, Recruitment Coordinator; Shayne Nope, City Attorney; Kelli Ebersole, Planning and Zoning Technician.

Mayor Pierce called the meeting to order at 5:00 pm.
A quorum was present.

2) PLEDGE OF ALLEGIANCE

Mayor Pierce invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) PROCLAMATIONS

- a) Proclamation designating April as Fair Housing Month in the City of Twin Falls.
Mayor Pierce proclaimed the month of April 2022 as Fair Housing Month in the City of Twin Falls. **Ian Zollinger, City Planner**, thanked the Mayor and Council members for the proclamation.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to accept the whole consent calendar. **Council Member Brown** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- a) Request to approve Accounts Payable for March 24 to March 30, 2022.
- b) Request to approve Alcohol License Application for Idaho Nara Ramen, Inc.
- c) City Council 2022 March 28 Minutes.
- d) Approval of the Findings of Fact and Conclusions of Law for the Sportsman Warehouse Subdivision Final Plat.
- e) Request City Council approval to hold the Help Build Hope event.
- f) Request City Council approval to hold the 2022 Magic Valley Law Enforcement Memorial Service.
- g) Request City Council to approve the Hawkes Corn Hole Tournament event.
- h) Request City Council approval to hold the Twin Falls Library Street Dance/Block Party.
- i) Request City Council approval to hold the Idaho Hospice Annual Memorial.
- j) Request City Council approval to hold the St. Edward's Variety Show.

- k) Request City Council approval to hold the Engage in Education Event.
- l) Request City Council approval to hold the First Federal Paper Rock Scissors Tournament.
- m) Request City Council approval to hold the Parade of Homes BBQ Sneak Peak.

5) ITEMS OF CONSIDERATION

- a) A request from *Friends of the Avenues* to authorize City staff to work with *Friends of the Avenues* to develop a local residential historic district (app. PZ22-0039).

Jonathan Spendlove, Director of Planning and Zoning, introduced the request. He then introduced **Kate Lopez** to share the presentation originally given to the Historic Preservation Commission. The commission recommended this item be presented to the City Council.

Discussion ensued on the following:

Council Member Hawkins - Is there still ongoing canvassing to find out the feelings of the neighborhoods?

Council Member Barigar - Question on establishment of districts with the Historic Preservation Commission making investigation of historical, architecture, archeological and cultural significance, and a need for a new review/investigation.

Council Member Brown - Comment on public hearings to create the district.

Council Member Boyd - Cost to the City to create a district.

Mayor Pierce - Clarification on Council being asked just to approve Historic Preservation, Friends of the Avenues, and City staff work together to potentially create a district.

Council Member Brown - Is there a specific reason this particular area was selected over others? Is the library included?

Vice Mayor Reid - Statement that this is not a resolution, just a conversation.

Council Member Barigar - Do we know why this particular district wasn't adopted and guidelines not made at the time of other districts coming through?

Council Member Brown - Clarification of Tab2, CONT vs NC and what is that referring to? How many residents were contacted?

Council Member Brown - How much time is this going to take City staff to put together?

MOTION: Council Member Hawkins made a motion to have City staff look into this further and request to have Council approve Historic Preservation, Friends of the Avenues, and City staff to work on a project to create a local residential district and put a budget together. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 2.

- b) A request to approve Resolution 2022-009 authorizing the reimbursement of eligible expenses associated with the construction of fire stations #2 and #3 with proceeds from the sale of a Certificate of Participation.

Mandi Thompson, Assistant to the City Manager, introduced the request.

MOTION: Council Member Barigar moved to adopt Resolution 2022-009 as presented. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- c) A request from Starr Corporation to approve a proposed Guaranteed Maximum Price (GMP) for the construction of the Jim Bieri Regional Fire Training Facility.

Mandi Thompson, Assistant to the City Manager, gave a brief overview. **Michael Arrington**, from Starr Corporation, then spoke about specifics.

Council Member Cutler recused himself for potential conflict of interest.

Discussion ensued on the following:

Council Member Brown - Question about the fence going around the perimeter.

Vice Mayor Reid - Question on Phase 2 cost \$584,200.00.

MOTION: Vice Mayor Reid moved to approve the request from Starr Corporation to approve a proposed Guaranteed Maximum Price for the construction of the Jim Bieri Regional Fire Training Facility. **Council Member Brown** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0. **Council Member Cutler** abstained from voting.

6) GENERAL PUBLIC INPUT

None.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

None.

Recessed at 5:53 PM for seven minute break.

Reconvened at 6:00 PM for Public Hearing.

8) PUBLIC HEARING

- a) Request for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street c/o Theo Schut on behalf of the College of Southern Idaho (app. PZ21-0195).

Lisa Strickland, City Planner, presented the request.

Council Members Barigar and Cutler recused themselves.

Discussion ensued on the following:

Council Member Brown - Will council still have input on the frontage of Lincoln with it being on CSI property?

Jeff Harmon College of Southern Idaho, Vice President of Finance and Administration - further explained their proposal and offered to answer any questions.

Public Hearing Opened: 6:08 pm.

No speakers.

Public Hearing Closed: 6:09 pm.

MOTION: Vice Mayor Reid moved to approve the request for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 back of Fillmore Street with the addition of Planning and Zoning requirement for fencing. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

9) ADJOURNMENT

The meeting adjourned at 06:11 PM.

erin parrish

Erin Parrish, Executive Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting



Date: Monday, April 11, 2022, Council Meeting
To: Honorable Mayor and City Council
From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Consideration of a request to hold the Magic Valley Pride Parade and Street Dance.

Time Estimate:

Staff request this item to be placed on the consent calendar.

Background:

On April 4, 2022, I received a Special Event Application and a Parade Application from Heidi Heil representing Magic Valley Pride is requesting to host Magic Valley Pride LGBTQ parade and street dance.

The parade is to be held on Friday, June 10, 20022, at 6:00 p.m. on Main Avenue, beginning in the 600 block of Main Avenue East/South, the area of Kregel's True Value Hardware Store. The parade will travel west on Main Avenue to the 500 block of Main Avenue North/West, the area of the Magic Valley High School. The assembly for the parade participants will begin at 5:00 p.m.

Main Avenue will be closed from Murtaugh Street, where the staging area will be located, to Castleford Street, where the parade floats will disperse.

There will be an estimated 30 floats in the parade. The parade application fee has been paid and the required insurance for the event has been acquired.

Portable toilets and trash receptacles will also be provided for participants attending the street dance in the area of Rock Creek Celebration Center located at 320 Main Ave N. There will be additional security required by the Police Department after the event because of alcohol service outside of the establishment. The cost of this security is to be paid by the event organizer. The event organizer has contracted with Twin Falls County Deputies to provide this service. Main Avenue from Fairfield Street to Eden Street will remain closed from the end of the parade until 10:00 p.m. for the street dance portion of the event. The event organizer is planning on having live entertainment for the street dance. Wristbands will be required for consumption and possession of alcohol on the sidewalk and street areas in the closed section of town. Heidi Heil will be responsible for the cleanup in the immediate area of the event and the surrounding area of downtown affected.

The traffic control for the parade and the road closure for the after-parade event will be provided by Road Work Ahead. The estimated cost for **Road Work Ahead** to rent, set up and take down the signage and barricades for the event is **\$5,828.30**. This traffic control will comply with the Manual on Uniform Traffic Control Devices (MUTCD). This traffic control will be implemented without personnel staffing each of the intersections closed. The City Attorney recommends following the legal requirements outlined in MUTCD.

The Twin Falls Police Department will provide Police Officers to ensure traffic control devices are being obeyed and to ensure safety for the parade.

This event is scheduled on the same day that another special event is to be taking place at the Twin Falls City Park. Twin Falls city ordinance precludes having more than one special event on the same day. These two events will not interfere with each other and only one is required to have law enforcement security. Chief Kingsbury is aware of these two events taking place on the same day and does not have any objections with these events occurring on the same day at different locations.

Approval Process:

N/A

Budget Impact:

The Police Department believes that eight (8) Twin Falls Police Officers will be required to adequately provide for a safe event. This is a reduction from 18 Officers needed for traffic control and security in years past for parades held on Main Avenue. A police briefing will be held at 4:30 p.m., the street closures will take place at 5:00 p.m. The parade is scheduled to start at 6:00 p.m. The parade is estimated to conclude by 7:00 p.m. Total time for this event is estimated to take (3) three hours to allow for street closures, allowing traffic flows to adjust and opening the streets at the conclusion of the parade. The estimated, un-reimbursed cost for the Twin Falls Police Department personnel will be approximately **\$1,560**.

The total cost to the City of Twin Falls for this event that is not reimbursed by the event organizer is estimated to be **\$7,388.30** this is total for Officers overtime and Traffic Control Plan provided by Road Work Ahead.

Regulatory Impact:

N/A

Conclusion:

Several relevant City Staff members have approved this Special Event and Parade Application. The Twin Falls Police Department has approved this Special Event Application and Parade contingent upon the requirements set above.



ROAD WORK AHEAD

Traffic Services, Inc.
729 Commercial Avenue
Twin Falls, ID 83301
(208) 734-4444 (208) 734-8899 FAX

Contact: Chad Robinson

Bid #:

04062022C

chad@roadworkaheadonline.com

Public Works License Number
054226-B-4

Project: MAGIC VALLEY PRIDE PARADE 2022				Bid Date:	6-Apr-22
Item #	Quantity	Units	Description	Unit Price	Total
1 DAY CLOSURE OF MAIN AVE. FROM CASTLEFORD ST. TO MURTAUGH ST.					
1	1.00	LS	MOBILIZATION-SET UP/TEAR DOWN	\$4,128.00	\$ 4,128.00
2	120.00	EA	TRAFFIC CONTROL SIGNS	\$5.25	\$ 630.00
3	100.00	EA	TUBULAR MARKERS	\$1.00	\$ 100.00
4	64.00	EA	TYPE III BARRICADES	\$6.25	\$ 400.00
					\$ -
					\$ -
					\$ -
Subtotal					\$ 5,258.00
				Bid Total	\$ 5,258.00

This is an estimate only based on information provided to us by the customer.

Cost will be based on actual use of materials and labor. This quote includes weekend rates.

This is not a lump sum bid. Materials not included are not incidental to the project. Items not included are as follows: night work lighting, temporary traffic signals, temporary concrete barriers, temporary crash cushions, truck/trailer mounted attenuator, temporary pedestrian facilities, radar speed feedback trailers, automated flagger assistance devices, and other equipment not specifically mentioned in the estimate.

Estimate is bid at standard wage rates. **THIS IS NOT A PREVAILING WAGE ESTIMATE.**

Pricing is based upon the requirements of the 2018 ITD Standard Specifications with the 2019 Supplemental Specifications. **Materials used on the project conform to MUTCD requirements.**

Signed estimate will be required before any work can be performed.

Current Insurance Coverage

General Liability Aggregate	\$	2,000,000.00
Products - Comp	\$	2,000,000.00
Personal Injury Limit	\$	1,000,000.00
Per Each Occurance	\$	1,000,000.00
Umbrella Liability	\$	1,000,000.00

*** Companies with greater insurance requirements need to notify Road Work Ahead before bid acceptance for bid to be adjusted to required insurance levels.

BY ACCEPTING THIS BID CONTRACTORS ARE AGREEING TO PROVIDE A WRITTEN SCHEDULE EACH WEEK TO ROAD WORK AHEAD STATING THEIR EXPECTED NEED FOR PERSONNEL. AN ELECTRONIC COPY OF SAID SCHEDULE NEEDS TO BE SUBMITTED EVERY MONDAY FOR THE FOLLOWING WEEK TO EITHER THE TRAFFIC CONTROL MANAGER OR THE TRAFFIC CONTROL ASSISTANT. IF THE WRITTEN REQUEST FOR PERSONNEL IS NOT RECEIVED BY THE PRECEDING MONDAY, OR CHANGES ARE MADE AFTER THE FACT, ROAD WORK AHEAD CANNOT GUARANTEE THAT PERSONNEL WILL BE AVAILABLE TO PERFORM THE JOB DUTIES. FAILURE TO PROVIDE A WEEKLY SCHEDULE RELEASES ROAD WORK AHEAD FROM ANY AND ALL LIQUIDATED DAMAGES INCURRED BY THE CONTRACTOR.



ROAD WORK AHEAD

Traffic Services, Inc.
729 Commercial Avenue
Twin Falls, ID 83301
(208) 734-4444 (208) 734-8899 FAX

Contact: Chad Robinson

Bid #:

04062022D

chad@roadworkaheadonline.com

Public Works License Number
054226-B-4

Project: MAGIC VALLEY PRIDE STREET DANCE 2022				Bid Date:	6-Apr-22
Item #	Quantity	Units	Description	Unit Price	Total
MAIN AVE. CLOSURE FROM FAIRFIELD ST. TO EDEN ST.					
1	1.00	LS	MOBILIZATION SET UP/TEAR DOWN	\$450.80	\$ 450.80
2	18.00	EA	TRAFFIC CONTROL SIGNS	\$5.25	\$ 94.50
3	4.00	EA	TYPE III BARRICADES	\$6.25	\$ 25.00
Subtotal					\$ 570.30
				Bid Total	\$ 570.30

This is an estimate only based on information provided to us by the customer.

Cost will be based on actual use of materials and labor. This quote includes weedend rates.

This is not a lump sum bid. Materials not included are not incidental to the project. Items not included are as follows: night work lighting, temporary traffic signals, temporary concrete barriers, temporary crash cushions, truck/trailer mounted attenuator, temporary pedestrian facilities, radar speed feedback trailers, automated flagger assistance devices, and other equipment not specifically mentioned in the estimate.

Estimate is bid at standard wage rates. THIS IS NOT A PREVAILING WAGE ESTIMATE.

Pricing is based upon the requirements of the 2018 ITD Standard Specifications with the 2019 Supplemental Specifications. Materials used on the project conform to MUTCD requirements.

Signed estimate will be required before any work can be performed.

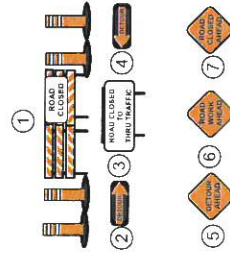
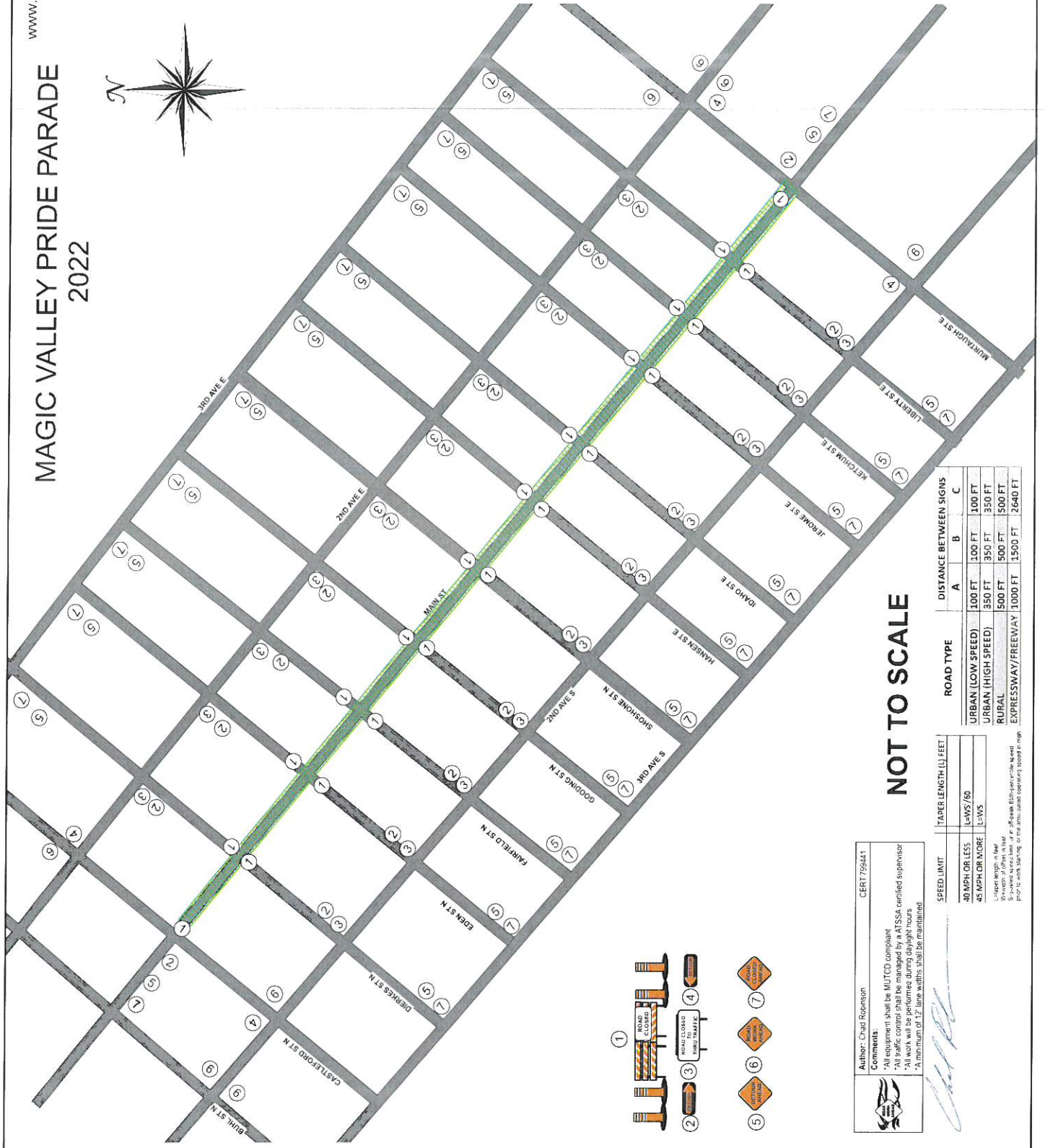
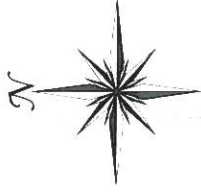
Current Insurance Coverage

General Liability Aggregate	\$	2,000,000.00
Products - Comp	\$	2,000,000.00
Personal Injury Limit	\$	1,000,000.00
Per Each Occurance	\$	1,000,000.00
Umbrella Liability	\$	1,000,000.00

*** Companies with greater insurance requirements need to notify Road Work Ahead before bid acceptance for bid to be adjusted to required insurance levels.

BY ACCEPTING THIS BID CONTRACTORS ARE AGREEING TO PROVIDE A WRITTEN SCHEDULE EACH WEEK TO ROAD WORK AHEAD STATING THEIR EXPECTED NEED FOR PERSONNEL. AN ELECTRONIC COPY OF SAID SCHEDULE NEEDS TO BE SUBMITTED EVERY MONDAY FOR THE FOLLOWING WEEK TO EITHER THE TRAFFIC CONTROL MANAGER OR THE TRAFFIC CONTROL ASSISTANT. IF THE WRITTEN REQUEST FOR PERSONNEL IS NOT RECEIVED BY THE PRECEEDING MONDAY, OR CHANGES ARE MADE AFTER THE FACT, ROAD WORK AHEAD CANNOT GUARANTEE THAT PERSONNEL WILL BE AVAILABLE TO PERFORM THE JOB DUTIES. FAILURE TO PROVIDE A WEEKLY SCHEDULE RELEASES ROAD WORK AHEAD FROM ANY AND ALL LIQUIDATED DAMAGES INCURRED BY THE CONTRACTOR.

MAGIC VALLEY PRIDE PARADE 2022



NOT TO SCALE

Author: Chad Robinson	CERT 799441
Comments:	
*All equipment shall be MUTCD compliant *All traffic control shall be managed by a ATSSA certified supervisor *All work will be performed during daylight hours *A minimum of 12' lane widths shall be maintained	

SPEED LIMIT	TAPER LENGTH (L) FEET	ROAD TYPE		
		A	B	C
40 MPH OR LESS	L=WS / R=	100 FT	100 FT	100 FT
45 MPH OR MORE	L=WS	350 FT	350 FT	350 FT
		500 FT	500 FT	500 FT
		1000 FT	1500 FT	2640 FT

L= taper length in feet
 R= taper length in feet
 WS= work space
 L= lane width
 R= right-of-way
 prior to work starting or the initial opening speed in mph

MAGIC VALLEY PRIDE STREET DANCE 2022



SPEED LIMIT	TAPER LENGTH (L) FEET	ROAD TYPE	DISTANCE BETWEEN SIGNS		
			A	B	C
40 MPH OR LESS	L=WS ² /60	URBAN (LOW SPEED)	<35	100 FT	100 FT
45 MPH OR MORE	L=WS	URBAN (HIGH SPEED)	>35	350 FT	350 FT
		RURAL	500 FT	500 FT	500 FT
		EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

L= taper length in feet
 W=width of offset in feet
 S=suggested speed limit, or an off peak 65th percentile speed prior to work starting, or the anticipated operating speed in region

NOT TO SCALE

Author: Chad Robinson
 CERT 795441
 Comments:
 *All equipment shall be MUTCD compliant
 *All traffic control shall be managed by a ATSSA certified supervisor
 *All work will be performed during daylight hours
 *A minimum of 12' lane widths shall be maintained



[Handwritten signature]



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)
)
Zoning District Change & Zoning Map Amendment,) FINDINGS OF FACT,
Application,)
) CONCLUSIONS OF LAW,
College of Southern Idaho)
c/o Theo Schut) AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on Monday, April 4, 2022 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: February 14, 2022 & March 17, 2022
3. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as CSI PUD and Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Renaissance Office Complex; to the south, Residential; to the east, Lincoln Street; to the west, Fillmore Street.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street is consistent with the purpose of the CSI PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.
2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1, 10-6-1, 10-14-3 of the Twin Falls City Code.

3. The proposed use is proper use in the CSI PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment for 6.4 acres from R-4 to CSI PUD and to expand the CSI PUD boundaries to include property located in the 1100 block of Fillmore Street is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

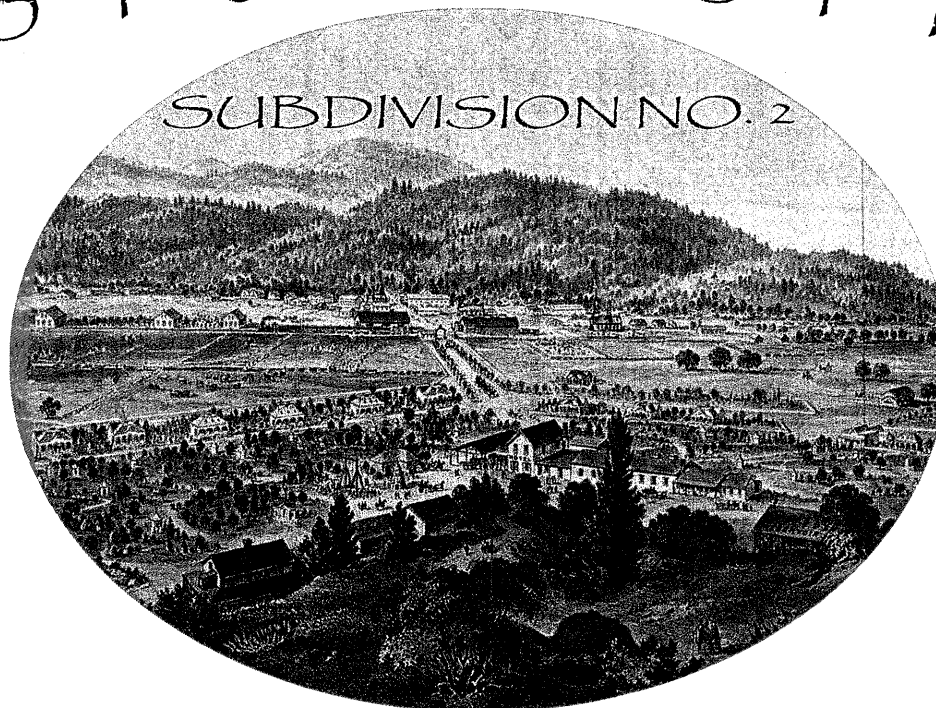
"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards

APPLICATION #: **PZ21-0195**



CALISTOGA SPRINGS



Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

A Re-Subdivision and Re-Numbering of
Lot 12-28, Block 1 & Tract A

Calistoga Springs Subdivision and

Lot 2, Block 1

Southern Comfort Subdivision

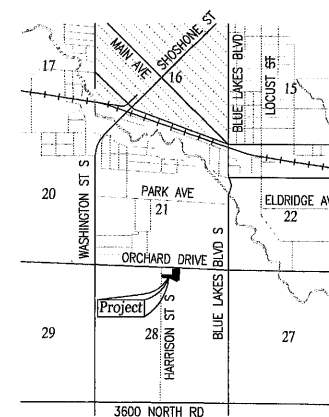
Located In

NW ⁴ NE ⁴, Section 28

Township 10 South, Range 17 East, Boise Meridian

Twin Falls County, Idaho

2022



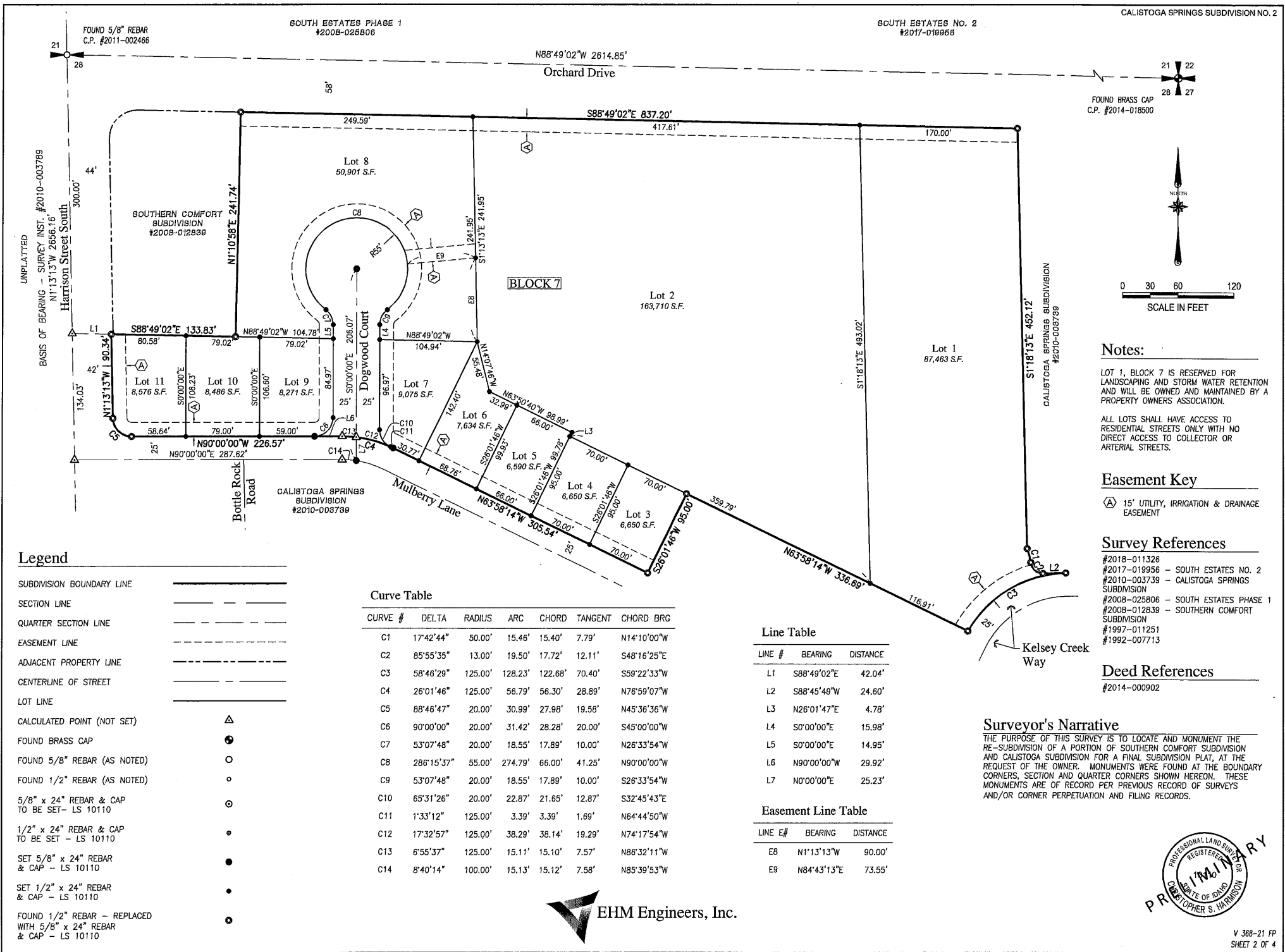
Vicinity Map

n.t.s



EHM Engineers, Inc.





ACKNOWLEDGMENT

ACKNOWLEDGMENT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2022.

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS# _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

ON THIS _____ DAY OF _____, 2022, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2022, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____

EX-OFFICIO RECORDER _____



EHM Engineers, Inc.

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this ____ day of _____, 2022, by and between **TENSCO, INC., an Idaho corporation**, (hereinafter "Trustor"); **TITLEFACT, INC., an Idaho corporation**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

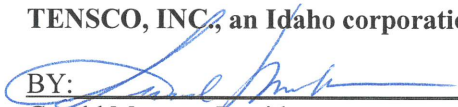
1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 7,
CALISTOGA SPRINGS SUBDIVISION NO. 2, a Re-Subdivision and Re-Numbering of a portion of Lots 12-28, Block 1 and Tract A, Calistoga Springs Subdivision
And Lot 2, Block 1, Southern Comfort Subdivision, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **CALISTOGA SPRINGS SUBDIVISION NO. 2**, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

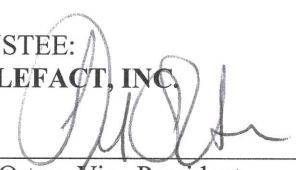
Date: 4.5.22

TRUSTOR:
TENSCO, INC., an Idaho corporation

BY: 
Gerald Martens, President

Date: 4-5-22

TRUSTEE:
TITLEFACT, INC.

BY: 
Lila Orton, Vice President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

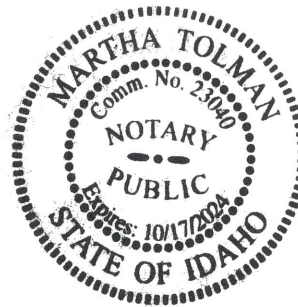
BY: _____
Mayor

STATE OF IDAHO
County of Twin Falls

On this 5th day of April, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **Gerald Martens**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Martha Tolman
Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 10/17/24

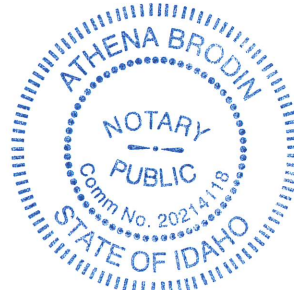


STATE OF IDAHO
County of Twin Falls

On this 5th day of APRIL, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **Lila Orton**, known or identified to me to be the Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Athena Brodin
Notary Public for Idaho
Residing at: TWIN FALLS
My Commission expires: 8-26-27



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the Mayor for the City of Twin Falls, Idaho, 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, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

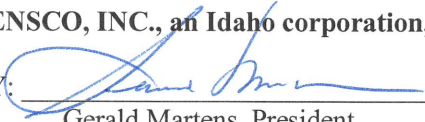
THIS NOTICE prohibits the conveyance of any undeveloped lot in **CALISTOGA SPRINGS SUBDIVISION NO. 2** until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is **CALISTOGA SPRINGS SUBDIVISION NO. 2** as platted in the records of Twin Falls County, Idaho.

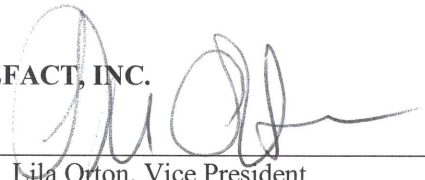
Dated this 5TH day of APRIL, 2022.

TENSCO, INC., an Idaho corporation, Developer

BY: 

Gerald Martens, President

TITLEFACT, INC.

BY: 

Lila Orton, Vice President

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this ____ day of _____, 20____, by and between **TENSCO, INC., an Idaho corporation**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 1;

Lot 1, Block 2;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 3;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and Tract B, Block 5

Lots 1, 2, 3, Block 6

CALISTOGA SPRINGS SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 23 of Plats, page 42, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **CALISTOGA SPRINGS SUBDIVISION**, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: _____

TRUSTOR:
TENSCO, INC., an Idaho corporation

BY: _____
Gerald Martens, President

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **Gerald Martens**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20____, before me, the undersigned, Notary Public in and for said State, personally appeared **Lila Orton**, known or identified to me to be the Assistant Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 20____, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, 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, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in **CALISTOGA SPRINGS SUBDIVISION** until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is **CALISTOGA SPRINGS SUBDIVISION** as platted in the records of Twin Falls County, Idaho.

Dated this ____ day of _____, 20____.

TENSCO, INC., an Idaho corporation

BY: _____
Gerald Martens, President

TITLEFACT, INC.

BY: _____
Lila Orton, Assistant Vice President

TitleFact, Inc.

163 Fourth Avenue North

P.O. Box 486

Twin Falls, Idaho 83303

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

WARRANTY DEED

FOR VALUE RECEIVED **TENSCO, INC., an Idaho corporation**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

TITLEFACT, INC., an Idaho corporation, as Trustee,

hereinafter called Grantee, whose address is: %New Providence Group LLC., 6573 N Aspen Glen Way, Garden City ID 83714, the following described premises in Twin Falls County, Idaho; to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 1;

Lot 1, Block 2;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, Block 3;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and Tract B, Block 5

Lots 1, 2, 3, Block 6

CALISTOGA SPRINGS SUBDIVISION, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 23 of Plats, page 42, 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 they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: April 4, 2022

TENSCO, INC., an Idaho corporation

BY: _____

Gerald Martens, President

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____ 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **Gerald Martens**, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission expires: _____



CALISTOGA SPRINGS SUBDIVISION

LOCATED IN
A PORTION OF NW1/4 NE1/4, SECTION 28
TOWNSHIP 10 SOUTH, RANGE 17 EAST,
BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO
2009

BASE BEARING - SOUTHERN COMFORT SUBDIVISION
S88°49'02"E 871.79'

Orchard Drive

GAS PIPELINE EASEMENT, INST.
#452276 & #1992014688

FOUND BRASS CAP
CP# 2001-005652

FOUND 1/2" REBAR
CP# 2006-020068



Scale in Feet
0 40 80 160

Legend

- Subdivision Boundary Line
- Centerline of Street
- Lot Line
- Easement Line (See Table)
- Set 1/2" 24" Rebar and Cap (LS 1000)
- Set 5/8" 30" Rebar and Cap (LS 1000)
- Found Monument as Noted
- Found 5/8" Rebar and Cap (LS 1000)

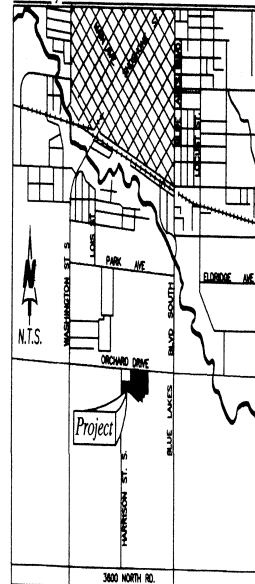
Easement Table

- A 15.00' UTILITY EASEMENT
- B SEWER AND PRESSURE IRRIGATION EASEMENT
- C WATERWAY, PRESSURE IRRIGATION AND ACCESS EASEMENT
- D STORM DRAIN AND PRESSURE IRRIGATION EASEMENT
- E STORM DRAIN EASEMENT
- F GAS PIPELINE EASEMENT
- G UTILITY, IRRIGATION, AND FLOODWAY EASEMENT

Notes

1. A 15 FOOT UTILITY, DRAINAGE, & IRRIGATION EASEMENT IS HEREBY ESTABLISHED ON ALL FRONT & REAR LOT LINES. DRAINAGE SWIMES SHALL BE MAINTAINED BY LOT OWNER. THE REAR YARD DRAINAGE SWIMS SHALL NOT BE OBSTRUCTED OR SUBSTANTIALLY RE-OPENED BY THE PROPERTY OWNERS.
2. VEHICLES ARE NOT ALLOWED TO BACK OUT ON GREGORY WAY.
3. NO VEHICULAR ACCESS FROM PRIVATE DRIVEWAYS IS ALLOWED ONTO HARRISON STREET SOUTH OR ORCHARD DRIVE.
4. TRACT A SHALL BE DECEDED TO THE CITY OF TWIN FALLS AND SHALL BE USED AS A PARK AND STORM WATER RETENTION.
5. TRACT B IS A STORMWATER RETENTION AREA TO BE OWNED AND MAINTAINED BY THE CALISTOGA SPRINGS HOMEOWNERS ASSOCIATION.
6. WHERE DESIGNATED WITH THE NOTATION "CY", LOTS ON GREGORY WAY ARE REQUIRED TO HAVE COMBINED/ADJOINING ACCESS DRIVEWAYS.
7. ACCESS TO COLLECTOR/INTERNAL ROADWAYS IS PROHIBITED WHEN ACCESS TO AN INTERIOR (RESIDENTIAL) ROAD IS AVAILABLE.
8. EXISTING EASEMENTS SHOWN BY INSTRUMENT NUMBER ARE FROM TITLE COMMITMENT 123434-1F DATED JULY 01, 2005.
9. FENCES NOT ALLOWED OVER UTILITY, IRRIGATION, AND FLOODWAY EASEMENT & ALONG EAST PROPERTY BOUNDARY. FENCES WILL BE ALLOWED AFTER FULL DEVELOPMENT OF ALL PHASES OF CALISTOGA SUBDIVISION.

Vicinity Sketch



Health Certificate

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 are in force. No owner shall construct any building, dwelling, or shelter which necessitates the supplying of water or sewage facilities for persons using such premises until sanitary restriction requirements are satisfied.

RECS, South Central Public Health District
Date: 12/2009

Curve Table

CH	DELTA	PHOS	ARC	CHORD	TANGENT	CHORD BKG
C1	89°55'01"	20.00'	31.36'	28.36'	19.57'	M4153.62W
C2	08°23'15"	215.00'	31.47'	31.45'	15.77'	M6710.35W
C3	89°59'59"	20.00'	31.47'	28.36'	20.00'	M18538.14W
C4	17°42'44"	50.00'	15.46'	15.46'	7.79'	S14100.00E
C5	89°55'55"	13.00'	19.56'	17.72'	12.11'	S4816.25E
C6	58°46'28"	125.00'	128.13'	122.56'	70.46'	S89°23'33"E
C7	92°29'11"	20.00'	32.26'	28.36'	20.00'	M44526.23E
C8	87°39'48"	20.00'	30.55'	27.86'	18.15'	S45°03'37"E
C9	175°17'10"	20.00'	4.87'	4.86'	2.45'	S80°16.45E
C10	175°17'11"	20.00'	4.87'	4.86'	2.45'	S80°16.45E
C11	90°04'00"	20.00'	31.44'	28.36'	20.00'	S42°43.47W
C12	03°57'35"	125.00'	8.64'	8.64'	4.32'	S45°59.50E
C13	89°59'59"	20.00'	31.47'	28.36'	20.00'	S17°01.46W
C14	90°00'00"	20.00'	31.47'	28.36'	20.00'	M1159.58W
C15	28°01'46"	125.00'	56.79'	56.79'	28.39'	M1120.53E
C16	48°59'41"	20.00'	17.45'	16.80'	9.33'	S45°59.50E
C17	48°59'41"	20.00'	43.63'	42.36'	23.31'	M45°59.50E
C18	48°59'41"	20.00'	43.63'	42.36'	23.31'	M45°59.50E
C19	38°19'38"	50.00'	34.34'	33.65'	17.87'	M69°08.47W
C20	41°44'04"	50.00'	36.42'	35.62'	18.06'	S70°18.22W
C21	48°59'41"	20.00'	43.63'	42.36'	23.31'	S45°59.50E
C22	48°59'41"	20.00'	43.63'	42.36'	23.31'	S45°59.50E
C23	48°59'41"	20.00'	43.63'	42.36'	23.31'	S45°59.50E
C24	28°01'46"	75.00'	34.07'	33.70'	17.34'	S17°00.53E
C25	89°59'59"	20.00'	31.47'	28.36'	20.00'	S17°01.46W
C26	16°22'47"	185.00'	47.17'	47.01'	23.75'	N72°08.30W

Line Table

LINE	BEARING	DIST.
L1	M07°16.17W	12.11'
L2	S88°49'02"E	45.13'
L3	M07°00'00"E	9.43'
L4	M07°16.17W	40.36'
L5	S07°18.13E	47.02'
L6	S15°15.23E	35.43'
L7	S07°18.13E	8.86'
L8	M17°48'56"E	31.94'





Date: Monday, April 11, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of a request to approve an FAA AIP-42 grant amendment request letter to the FAA for \$3,840.00 and authorize the Mayor to sign the letter.

Time Estimate:

The staff presentation will take approximately 2 minutes.

Background:

A grant amendment letter is required to close out FAA AIP-042 grant. The grant covered the phase 1 taxi lane 14 design and construction in the northeast area next to BLM facilities. The grant amendment letter is required by the sponsor in order to increase the grant amount from \$748,525 to \$752,365.00 a difference of \$3,840.00.

Due to availability of FAA funding the grant was issued for \$748,525. This grant award was \$22,158 less than what was requested. Engineering and construction costs were completed under budget thus requiring a smaller amendment than anticipated.

Approval Process:

A majority of the City Council is needed to approve the request.

Budget Impact:

Approval of the request will allow for reconciliation and closeout of the FAA AIP-42 grant issued in September 2019. The airport fund has the small amount of additional match (6.25%-\$240) available for the grant amendment.

Regulatory Impact:

Approval of the request will allow the FAA to issue the amendment and closeout the grant.

Conclusion:

Staff recommends the City Council approve an FAA AIP-42 grant amendment request letter to the FAA for \$3,840.00 and authorize the Mayor to sign the letter.

Attachments:

AIP 42 amendment request letter to the FAA from the City/County



P.O. Box 1907
Twin Falls, Idaho 83303
208-733-5215 voice
208-736-1505 fax

April 11, 2022

Mr. Gary Gates, P.E.
FAA Building
2725 Skyway Drive
Suite 2
Helena, Montana 59602-1205

Dear Mr. Gates:

As the Sponsor of the Joslin Field/Magic Valley Regional Airport we would like to increase the FAA funds requested for AIP 3-16-0036-042-2019 from \$748,525.00 to \$752,365.00.

Please consider this letter a formal revision of the original application to FAA dated May 29, 2019.

We understand that our local match will increase from \$49,901.67 to \$50,157.73.

Thank you for your attention in this matter.

Ms. Ruth Pierce
Mayor
City of Twin Falls

Mr. Jack Johnson
Chairman
Twin Falls County Commissioners



Date: Monday, April 11, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

Consideration of a request to approve an agreement with JUB Engineers in the amount of \$45,930.00 for services to acquire a new FAA funded, multi-tasking piece of snow removal equipment, and authorize the Mayor to sign the agreement.

Time Estimate: The staff presentation will take approximately 5 minutes.

Background: The airport's FAA capital improvement plan includes the acquisition of a new multi-tasking piece of snow removal equipment. The airport has requested JUB engineers help provide the services related to the acquisition of an identical multi-tasking snow plow/broom as was acquired in 2020. The airport will be utilizing a "piggyback" approach on a piece of snow equipment bid by the Pocatello airport August of 2021. The 2020 acquisition was also a "piggyback" acquisition from a bid award by Idaho Falls Airport.

With the contract's total falling below the \$100,000 FAA threshold triggering an independent fee estimate as a means to negotiate fees, staff utilized a reasonableness of cost approach in negotiating the JUB fee for the project. Attached is a letter to the FAA wherein the cost comparison of similar projects is presented for their review. Also attached is a copy of the FAA's concurrence with the project contract proposal with JUB.

Approval Process: A majority vote of the City Council is needed to approve the request.

Budget Impact: The airport fund has the needed 6.25% local City/County match available for the project.

Regulatory Impact:

Approval of the request will assist the Airport to maintain the fleet needed to perform snow and ice control operations as required by the FAA.

Conclusion:

Staff recommends that the Council approve an agreement with JUB Engineers in the amount of \$45,930.00 for services to acquire a new FAA funded, multi-tasking piece of snow removal equipment and authorize the Mayor to sign the agreement.

Attachments: Airport FAA letter regarding consultant services/fee negotiation; JUB contract proposal; FAA's email concurrence with the JUB contract proposal

March 10, 2022

Mr. Gary Gates
FAA Helena Airports District Office
2725 Skyway Drive
Suite 2
Helena, MT 59602-1205

Re: Magic Valley Regional Airport (MVRA)/Joslin Field AIP FY2022 Project
Consultant Services Contract-Fee Negotiation
SRE Multi-Tasking Equipment (MTE) Acquisition

Dear Mr. Gates,

The Magic Valley Regional Airport/Joslin Field (Airport), and J-U-B Engineers have negotiated a Professional Engineering Services Agreement for the performance of project formation, acquisition and close-out engineering services related to the above referenced project.

Airport personnel reviewed J-U-B's proposal and performed a cost analysis. The Airport's review meets the cost analysis requirements for all A/E contracts under 2 CFR 200.323. Below is a summary of approved engineering fees from previous AIP Equipment Acquisition Projects at this Airports as part of the cost analysis:

Project:	Truck and Plow Mount	ARFF		MTE
Year:	2018	2017		2022
Professional Services Fees				
Project Formulation:	\$24,152.15	\$28,262.90		\$11,778.73
Design:	\$16,997.43	\$13,473.93		-
Bidding:	\$6,241.68	\$10,814.91		-
Acquisition:	\$8,107.04	\$9,289.84		\$22,729.03
Close Out:	\$11,363.48	\$11,363.48		\$11,422.23
Total Professional Services Cost:	\$66,861.77	\$73,205.06		\$45,930.00
% Past Professional Services Cost vs. Proposed Professional Services:	-45.57%	-59.38%		-
Total Professional Services Cost, minus Design and Bidding:	\$43,622.66	\$48,916.22		\$45,930.00
Equipment Costs:	\$243,488.00	\$680,114.00		\$787,077.00
% Professional Services vs. Equipment Costs:	17.92%	7.19%		5.84%

In reviewing costs for this project, analysis was performed by comparing previous project's total professional services contract costs to the proposed MTE costs. Because this MTE project is a Joint Purchasing Agreement, design and bidding costs were not included as part of the fee. As seen in the analysis above, the Airport has concluded that the fee is representative to similar projects, in terms of complexity and scale, that have been completed over the last five years at the Airport. In addition to this, further analysis was performed comparing the equipment costs to the professional services contract. As seen in the analysis, this project is comparable to other equipment procurement projects of similar size.

The Airport feels that J-U-B is within an acceptable range for both manhours and overall costs.

It is the Airport's recommendation that J-U-B's proposal be approved and that the FAA accept this statement and analysis as evidence of cost reasonableness for the approval to pursue a contract with them for the performance of engineering services related to the above referenced project. The total engineering services fee will be \$45,930.00.

Please call or email me if you have any questions.

Sincerely,

Bill Carberry
Airport Manager

Bill Carberry

From: Gates, Gary (FAA) <Gary.Gates@faa.gov>
Sent: Tuesday, March 15, 2022 10:14 AM
To: Bill Carberry
Cc: Kent Atkin (katkin@jub.com); Thomas Leija (tleija@jub.com)
Subject: RE: TWF SRE - JUB Cost Analysis & Req for Concurrence
Attachments: TWF FAA SRE JUB Cost analysis 031022.pdf; ATTACHMENT_1A_SRE_FAAComments.pdf

[EXTERNAL SENDER]

Bill -

I have reviewed your scope of work, fee proposal, record of negotiations and cost analysis (attached) for the subject project. Based on your analysis, we accept these costs as reasonable. Please maintain a copy of your analysis for future audit purposes.

The fee(s) proposed for the engineering services have been approved, subject to the following conditions:

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred assuming associated equipment acquisition is completed.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to the availability of funds.
4. Acquisition must conform to FAA standards and specifications.
5. Acquisition must conform to contract documents.

The following items are approved and appear eligible for federal participation, assuming the associated work is completed.

Professional Services related to MTE SRE acquisition (total proposed fees) = \$45,930

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into.

Based on the submitted record of negotiations, we concur with the listed fees established. The fees are fair, reasonable, and the result of good faith negotiations.

Please provide our office with a copy of the executed engineering agreement.

If you have not done so, please also submit the following certification:

Sponsor Certification for Selection of Consultants. This certification indicates that you have reviewed and followed the FAA standards and guidance in the selection of your consultant and in the negotiation process, to determine fair and reasonable fees.

If you have questions, please call me.

Sincerely,

Gary M. Gates, P.E.

Civil Engineer
FAA, Helena Airports District Office
2725 Skyway Drive, Suite 2
Helena, MT 59602
Ph: (406) 441-5405
Fax: (406) 449-5274

From: Bill Carberry <Bcarberry@tfid.org>
Sent: Friday, March 11, 2022 8:22 AM
To: Gates, Gary (FAA) <Gary.Gates@faa.gov>
Cc: Kent Atkin (katkin@jub.com) <katkin@jub.com>; Thomas Leija (tleija@jub.com) <tleija@jub.com>
Subject: TWF SRE - JUB Cost Analysis & Req for Concurrence

Good Morning Gary

Please see the attached request for concurrence of our analysis of reasonableness of fees for the upcoming SRE Joint purchase acquisition J-U-B contract.

Please let me know if you have any questions or comments.

Thanks

Bill

Bill Carberry
Airport Manager
Magic Valley Regional Airport
PO Box 1907
Twin Falls, Idaho 83303
208-733-5215 ext 1101 Office
208-308-7215 Cell

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
SRE MULTI-TASKING EQUIPMENT ACQUISITION, A.I.P. 3-16-0036-053-2022
MAGIC VALLEY REGIONAL AIRPORT, TWIN FALLS, IDAHO

THIS AGREEMENT is effective as of the _____ day of March, 2022 by and between, City of Twin Falls and Twin Falls County hereinafter referred to as the CLIENT, and J-U-B ENGINEERS, Inc., 2114 Village Park Ave., Ste. 100 Twin Falls, Idaho, 83301, an Idaho Corporation, hereinafter referred to as J-U-B.

WHEREAS, the CLIENT intends to: Acquire Multi-Tasking Snow Removal Equipment hereinafter referred to as the "Project". The services to be performed by J-U-B are hereinafter referred to as the "Services".

WITNESSETH

Now, therefore, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set for below:

ARTICLE 1
J-U-B'S SERVICES

1.01 BASIC SERVICES

J-U-B will perform the Services described in **Attachment 1 - Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

1.02 SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1 Scope of Services, Basis of Fee, and Schedule** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project as requested by the CLIENT or for delays or other causes beyond J-U-B's control.

1.03 ADDITIONAL SERVICES

When authorized in writing by the CLIENT, J-U-B agrees to furnish, or obtain from others, additional professional services in connection with the PROJECT, as set forth below and as otherwise contained within this Agreement:

- A. Provide other services not otherwise provided for in this Agreement, including services normally furnished by the CLIENT as described in Article 2, CLIENT'S RESPONSIBILITIES.
- B. Provide services as an expert witness for the CLIENT in connection with litigation or other proceedings involving the PROJECT.
- C. Assist or extend services as a result of strikes, walkouts, or other labor disputes, including acts relating to settlement of minority group problems.
- D. Mitigation work identified in the environmental review.

ARTICLE 2 CLIENT'S RESPONSIBILITIES

2.01 CLIENT'S RESPONSIBILITIES

The CLIENT shall furnish the following services at the CLIENT'S expense and in such a manner that J-U-B may rely upon them in the performance of its services under this AGREEMENT:

- A. Designate, in writing, a person authorized to act as the CLIENT'S contact. The CLIENT or his designated contact shall receive and examine documents submitted by J-U-B to determine acceptability of said documents, interpret and define the CLIENT'S policies, and render decisions and authorizations in writing promptly to prevent unreasonable delay in the progress of J-U-B's services.
- B. Make available to J-U-B all technical data that is in the CLIENT'S possession, including maps, surveys, property descriptions, borings, and other information required by J-U-B and relating to its work.
- C. Hold promptly all required special meetings, serve all required public and private notices, receive and act upon all protests and fulfill all requirements necessary in the development of the PROJECT and pay all costs incidental thereto.
- D. Provide legal, accounting and insurance counseling services necessary for the PROJECT. Legal review of the construction Contract Documents, and such writing services as the CLIENT may require to account for the expenditure of construction funds.
- E. Furnish permits and approvals from all governmental authorities having jurisdiction over the PROJECT and from others as may be necessary for completion of the PROJECT.
- F. The CLIENT agrees to cooperate with J-U-B in the approval of all plans, reports and studies, and shall make a timely decision in order that no undue expense will be caused J-U-B because of lack of decisions. If J-U-B is caused extra drafting or other expense due to changes ordered by the CLIENT after the completion and approval of the plans, reports, and studies, J-U-B shall be equitably paid for such extra expenses and services involved.
- G. Guarantee full and free access, with reasonable advance notice, for J-U-B to enter upon all property required for the performance of J-U-B's services under this AGREEMENT.
- H. Give prompt written notice to J-U-B whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT or other event that may substantially affect J-U-B's performance of services under this AGREEMENT.
- I. Promptly prepare and submit reimbursement requests to funding agencies.
- J. Compensate J-U-B for services promptly rendered under this AGREEMENT.

ARTICLE 3 J-U-B'S COMPENSATION

3.01 BASIC SERVICES COMPENSATION

J-U-B shall provide services in connection with the terms and conditions of this Agreement, and the CLIENT shall compensate J-U-B therefore as detailed in **Attachment 1 – Scope of Services, Basis of Fee and Schedule**.

Partial payment shall be made for the services performed as the work under this AGREEMENT progresses. Such payment is to be made monthly based on the itemized statements, invoices, or other evidences of performance furnished to and approved by the CLIENT. All claims for payment will be submitted in a form compatible with current practices and acceptable to the CLIENT. Partial payments will include payroll costs, adjusted for payroll burdens, and general and administrative overhead, as well as out-of-pocket expenses,

plus that portion of the fixed fee which its percentage of completion bears to the total cost of the fully completed work under this AGREEMENT. The CLIENT shall make full payment of the value of such documented monthly service as verified on the monthly statement.

3.02 ADDITIONAL COMPENSATION

In addition to any and all compensation hereinabove, the CLIENT shall compensate J-U-B for Additional Services, Section 1.03, under a written Authorization for Additional Services executed by both Parties that specifically describes the additional work and the cost associated therewith. These additional services are to be performed or furnished by J-U-B only upon receiving said written authorization from the CLIENT.

3.03 COMPENSATION ADJUSTMENT

CLIENT agrees to provide J-U-B a notice to proceed with Services within 120 days of the effective date of this Agreement identified in Attachment 1. If the notice to proceed with Services is delayed beyond 120 days from the effective date of this Agreement, or service described will not be completed during the term of this Agreement through no fault of J-U-B, the Agreement shall be amended through mutual negotiation to address both schedule and pricing impacts of the delay. CLIENT understands that any pricing increase may not be grant fundable by FAA.

3.04 ADDITIONAL CONDITIONS OF COMPENSATION

The CLIENT and J-U-B further agree that:

- A. J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.
- B. If the CLIENT fails to make monthly payments due J-U-B, J-U-B may, after giving ten (10) days written notice to the CLIENT, suspend services under this Agreement.
- C. When the CLIENT directs that competitive bids be taken for construction on alternate designs, where this involves the preparation of designs, plans, and specifications for alternate facilities, the compensation to J-U-B shall be an additional payment to be negotiated at the time the CLIENT directs that alternative designs, plans, and specifications be prepared, subject to FAA review and approval.
- D. No deductions shall be made from J-U-B's compensation on account of penalty, liquidated damages, or other sums that may be withheld from payments to Contractors.

ARTICLE 4 GENERAL PROVISIONS

4.01 OWNERSHIP OF DOCUMENTS

Upon the request of the CLIENT, J-U-B shall furnish the CLIENT copies of all maps, plots, drawings, estimate sheets, and other contract documents required for the PROJECT provided J-U-B has been paid in full for the work. Upon the request of the CLIENT and the completion of the work specified herein, all material documents acquired or produced by J-U-B in conjunction with the preparation of the plans shall be delivered to and become the property of the CLIENT providing no future use of said documents or portions thereof shall be made by the CLIENT with J-U-B's name or that of J-U-B ENGINEERS, Inc., attached thereto. Final submittal of J-U-B's work product shall be in hard-copy format and no electronic design files will be submitted as part of the PROJECT, unless expressly requested.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages,

actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

Agreements for Professional Services are public records which are generally subject to statutory public disclosure and public website posting requirements, and such disclosure will not be considered "reuse without written consent by J-U-B".

J-U-B shall retain an ownership interest in PROJECT documents that allows their reuse of non-proprietary information on subsequent projects at J-U-B's sole risk.

4.02 DELEGATION OF DUTIES

Neither the CLIENT nor J-U-B shall delegate, assign, sublet or transfer their respective duties under this Agreement without the prior written consent of the other.

4.03 GENERAL

- A. Should litigation occur between the two parties relating to the provisions of this Agreement, court costs and reasonable attorney fees incurred shall be borne by their own party.
- B. Neither party shall hold the other responsible for damage or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the reasonable control of the other or the other's employees and agents.
- C. In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One (1) or more waivers by either party or any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- D. J-U-B shall render its services under this AGREEMENT in accordance with generally accepted professional practices and Standard of Care. J-U-B makes no other warranty for the work provided under this AGREEMENT.
- E. CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.
- F. Any opinion of the estimated construction cost prepared by J-U-B represents its judgment as a design professional and is supplied for the general guidance of the CLIENT. Since J-U-B has no control over the cost of labor and material, or over competitive bidding or market conditions, J-U-B does not guarantee the accuracy of such opinions as compared to Contractor bids or actual costs to the CLIENT.
- G. Any notice or other communications required or permitted by this contract or by law to be served on, given to, or delivered to either party hereto by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, certified mail, return receipt requested, addressed to the CLIENT at 492 Airport Loop, Twin Falls, ID 83301 and to J-U-B at 2114 Village Park Ave., Ste. 100, Twin Falls, Idaho, 83301. Either party, the CLIENT or J-U-B, may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

4.04 MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of

competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

This Contract shall be governed by and interpreted under the laws of the State of Idaho. The parties agree that in the event it becomes necessary to enforce any of the terms and conditions of this Contract that the forum, venue and jurisdiction in that particular action shall be in Twin Falls County, Idaho.

4.05 INSURANCE AND INDEMNITY

- A. J-U-B's Insurance. J-U-B agrees to procure and maintain, at its expense, Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damages, and Professional Liability Insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Contract caused by negligent acts, errors, or omissions for which J-U-B is legally liable, subject to and limited by the provisions in Subsection 4.05.D, "Allocation of Risks", if any. J-U-B shall deliver to the CLIENT, prior to execution of the AGREEMENT by the CLIENT and prior to commencing work, Certificates of Insurance, identified on their face as the Agreement Number to which applicable, as evidence that policies providing such coverage and limits of insurance are in full force and effect. J-U-B shall acquire and maintain statutory workmen's compensation coverage. Thirty (30) days advance notice will be given in writing to the CLIENT prior to the cancellation, termination, or alteration of said policies of Insurance.
- B. Indemnification by J-U-B. To the fullest extent permitted by law, J-U-B shall indemnify and hold harmless CLIENT, and CLIENT's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of CLIENT, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of J-U-B or J-U-B's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by CLIENT and J-U-B in Subsection 4.05.D, "Allocation of Risks," if any.
- C. Indemnification by CLIENT. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless J-U-B, J-U-B's officers, directors, partners, agents, employees, and Consultants from and against any and all claims costs, losses, and damages (including but not limited to all fees and charges of J-U-B, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the PROJECT, provided that any such claim cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from, but only to the extent caused by any negligent act, error, or omission of CLIENT or CLIENT's officers, directors, or employees, retained by or under contract to the CLIENT with respect to this AGREEMENT or to the PROJECT.
- D. Allocation of Risks. The CLIENT and J-U-B have discussed the risks, rewards and benefits of the project and the design professional's total fee for services. The risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, J-U-B's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of fees paid to J-U-B under this Agreement. Such causes include, but are not limited to J-U-B's negligence, errors, omission and strict liability. Neither CLIENT nor J-U-B shall be responsible for incidental, indirect or consequential damages.
- E. J-U-B reserves the right to obtain the services of other consulting engineers and consultants experienced in airport work to prepare and execute a portion of the work that relates to the PROJECT.

- F. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B.

4.06 EXTENT OF AGREEMENT

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

ARTICLE 5 FAA FEDERAL CLAUSES

5.01 SUCCESSORS AND ASSIGNMENTS

- A. The CLIENT and J-U-B each binds itself and its partners, successors, executors, administrators and assigns to the other parties to this Agreement, and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement.
- B. It is understood by the CLIENT and J-U-B that the FAA is not a party to this Agreement and will not be responsible for engineering costs except as should be agreed upon by the CLIENT and the FAA under a Grant Agreement for the PROJECT.
- C. This Agreement may not be assigned except upon specific prior written consent of the CLIENT.

5.02 TERMINATION

A. TERMINATION FOR CONVENIENCE

The CLIENT may, by written notice to J-U-B, terminate this Agreement for its convenience and without cause or default on the part of J-U-B. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, J-U-B must immediately discontinue all services affected.

Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

B. TERMINATION FOR DEFAULT

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party 7 days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by CLIENT:** The CLIENT may terminate this Agreement in whole or in part, for the failure of J-U-B to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, J-U-B must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, J-U-B must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by J-U-B under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to J-U-B for satisfactory work completed up through the date J-U-B receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines J-U-B was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

- b) **Termination by Consultant:** J-U-B may terminate this Agreement in whole or in part, if the CLIENT:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to J-U-B in accordance with the terms of this Agreement;
3. Suspends the Project for more than 120 days due to reasons beyond the control of J-U-B.

Upon receipt of a notice of termination from J-U-B, CLIENT agrees to cooperate with J-U-B for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and J-U-B cannot reach mutual agreement on the termination settlement, J-U-B may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the Engineer is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by J-U-B through the effective date of termination action. CLIENT agrees to hold J-U-B harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

5.03 CERTIFICATIONS OF J-U-B AND CLIENT

- A. The CLIENT and J-U-B hereby certify that J-U-B has not been required, directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this contract, to:
 1. employ or retain, or agree to employ or retain, any firm or persons; or
 2. pay, or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind.
- B. A signed "Certificate for Contracts, Grants, Loans, and Cooperative Agreements" is included with this agreement.

5.04 TAX DELINQUENCY AND FELONY CONVICTIONS

J-U-B certifies, by submission of this proposal or acceptance of this contract, that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

J-U-B further represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

5.05 CIVIL RIGHTS GENERAL

J-U-B agrees that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds J-U-B and subtier consultants from the solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

5.06 CIVIL RIGHTS TITLE VI - NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, J-U-B, for itself, subconsultants, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations. J-U-B will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Non-discrimination. J-U-B, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. J-U-B will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by J-U-B for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier will be notified by J-U-B of J-U-B's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- D. Information and Reports. J-U-B will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the CLIENT or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities, and instructions. Where any information required of J-U-B is in the exclusive possession of another who fails or refuses to furnish this information, J-U-B will so certify to the CLIENT or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of J-U-B's noncompliance with the non-discrimination provisions of this contract, the CLIENT will impose such contract sanctions as it or the FAA, may determine to be appropriate, including, but not limited to:
 1. withholding of payments to J-U-B under the contract until J-U-B complies, and/or
 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions. J-U-B will include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, Regulations and directives issued pursuant thereto. J-U-B will take such action with respect to any subcontract or procurement as the CLIENT or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if J-U-B becomes involved in, or is threatened with, litigation by a subconsultant or supplier as a result of such direction,

J-U-B may request the CLIENT to enter into such litigation to protect the interests of the CLIENT. In addition, J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.07 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, J-U-B, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

5.08 DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26)

- A. The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CLIENT to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The CLIENT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

- B. Contract Assurance (§26.13). J-U-B shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. J-U-B shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by J-U-B to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- C. Prompt Payment (§26.29). J-U-B agrees to pay each consultant under this agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment J-U-B receives from the CLIENT. J-U-B agrees further to return retainage payments to each subconsultant within 30 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CLIENT. This clause applies to both DBE and non-DBE subconsultants.

5.09 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A)

- A. No Federal appropriated funds shall be paid, by or on behalf of J-U-B, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant, contract, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, loan, grant, or cooperative agreement, J-U-B shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. J-U-B shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

5.10 EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, J-U-B agrees as follows:

- (1) J-U-B will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. J-U-B will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. J-U-B agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) J-U-B will, in all solicitations or advertisements for employees placed by or on behalf of J-U-B, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) J-U-B will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of J-U-B's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) J-U-B will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) J-U-B will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of J-U-B's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and J-U-B may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) J-U-B will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. J-U-B will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event J-U-B becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency J-U-B may request the United States to enter into such litigation to protect the interests of the United States.

5.11 ACCESS TO RECORDS AND REPORTS

J-U-B must maintain an acceptable cost accounting system. J-U-B agrees to provide the CLIENT, the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of J-U-B which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. J-U-B agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

5.12 TRADE RESTRICTION CERTIFICATION (49 CFR Part 30)

By submission of an offer, J-U-B certifies that with respect to this solicitation and any resultant contract, the Offeror -

- A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- C. has not entered into any subcontract for any product to be used on the Federal public works project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

J-U-B must provide immediate written notice to the CLIENT if J-U-B learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. J-U-B shall require subconsultants provide immediate written notice to J-U-B if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- 3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J-U-B agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. J-U-B may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless J-U-B has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that J-U-B or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the CLIENT cancellation of the contract or subcontract for default at no cost to the CLIENT or the FAA.

5.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

J-U-B certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. For each lower tier subcontract that exceeds \$25,000 as a "covered transaction", J-U-B shall verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. J-U-B will accomplish this by:

- 1) Checking the System for Award Management at website: <http://www.sam.gov>
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

5.14 OCCUPATIONAL HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. J-U-B shall provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. J-U-B retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). J-U-B will address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

5.15 FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in

full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

J-U-B has full responsibility to monitor compliance to the referenced statute or regulation. J-U-B will address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5.16 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), J-U-B and all sub-tier consultants must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

5.17 TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" and DOT Order 3902.10 "Text Messaging While Driving" FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

J-U-B has in place a policy within J-U-B Accident Prevention plan that prohibits all employees from texting and driving. J-U-B shall include these policies in each third party subcontract involved on this project.

5.18 HUMAN TRAFFICKING

- A. J-U-B, J-U-B's employees, and subcontractors may not engage in severe forms of trafficking in persons during the period of time that the FAA award is in effect, procure a commercial sex act during the period of time that the award is in effect, or use forced labor in the performance of the award or sub-awards under the award.
- B. For the purpose of this award term, "employee" includes:
 - 1. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award
 - 2. Another person engaged in the performance of the project or program under this award and not compensated by you, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- C. For the purposes of this award term only, "forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- D. For the purposes of this award term only, "severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

5.19 ENERGY CONSERVATION

J-U-B and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201et seq).

5.20 PROHIBITION OF SEGREGATED FACILITIES

- (1) J-U-B agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

J-U-B agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

- (2) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (3) J-U-B shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

[Click here to enter text.](#)

IN WITNESS WHEREOF, the CLIENT and J-U-B hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

CITY OF TWIN FALLS

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

CLIENT:

TWIN FALLS COUNTY

ATTEST

BY: _____

Name: _____

Title: _____

Name: _____

Title: _____

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:  _____

Name: Toby Epler, PE

Title: Aviation Services Group Manager

 _____

Name: Christine Roemeling

Title: Aviation Admin

*Applicable
Attachments
or Exhibit to
this
Agreement
are indicated
as marked*

- ☒ **Certification For Contracts Grants, Loans, and Cooperative Agreements**
- ☒ **J-U-B Debarment Lookup**
- ☒ **Attachment 1** – Scope of Services, Basis of Fee and Schedule
- ☒ **Attachment 1A** – Detailed Scope of Work
- ☒ **Attachment 1B** – Fee Breakdown
- ☐ **Attachment 2** – Special Provisions
- ☐ **Exhibit A** – Construction Phase Services
- ☐ _____

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed: _____
Sponsor's Authorized Representative

Date: _____

Title: _____

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[Download](#)  [Unfollow](#)

Entity Registration
Exclusions
Active Exclusions
Inactive Exclusions
Responsibility / Qualification
Entity Reporting

J-U-B ENGINEERS, INC.

DUNS Unique Entity ID
078408341

SAM Unique Entity ID
WU2TGK7D3J49

CAGE/NCAGE
OKJY0

Registration Status	Expiration Date
Active	Feb 17, 2023

Purpose of Registration
All Awards

Physical Address
**2760 W Excursion LN STE 400
Meridian, Idaho
83642-5313, United States**

3/17/22, 2:08 PM

SAM.gov | Entity

Mailing Address
2760 W Excursion Lane
Suite 400
Meridian, Idaho
83642, United States

*The DUNS number is currently the official Unique Entity ID

Version

Current Record

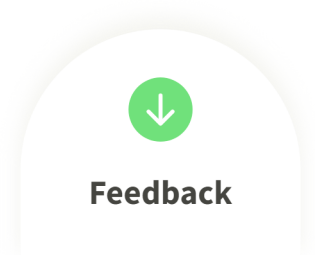
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

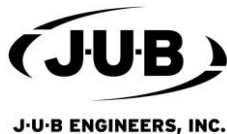


Our Website
Our Partners
Policies
Customer Service



General Services Administration

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES – (FAA FORMAT)

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: SRE Multi-Tasking Equipment Acquisition

AIRPORT NAME: Twin Falls Magic Valley Regional Airport

CLIENT: City of Twin Falls and Twin Falls County

A.I.P. NUMBER: 3-16-0036-053-2022

J-U-B PROJECT NUMBER: 45-22-014

CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

☒ **AGREEMENT DATED:** 3/ /2022;

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** _____

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0036-053-2022 includes the Project Formulation, Design, and Project Closeout Engineering Services for the following Items:

SRE Acquisition Services to acquire the same vehicle as Pocatello, Idaho, using a Joint Purchasing Agreement. The acquisition will follow Idaho State Law procedures and as allowed by FAA Helena ADO per federal procurement requirements in 2 CFR 200.

A detailed Scope of Services is provided in Attachment 1A – Detailed Scope of Work.

PART 2 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Services in PART 1 as follows:

1. **Project Formulation, SRE Vehicle Acquisition and Project Closeout.** The CLIENT shall compensate J-U-B on the basis of a lump sum amount of Forty-Five Thousand, Nine Hundred-Thirty Dollars and Zero Cents (\$45,930.00). See Attachment 1B for a detailed cost breakdown.

PART 3 - SCHEDULE OF SERVICES

This Agreement shall be in effect from August 1, 2021 to December 31, 2023. In the event the services described shall not be completed during the term of this Agreement, the Agreement shall be amended.

This schedule shall be equitably adjusted as the PROJECT progresses, allowing for changes in scope, character or size of the PROJECT requested by the CLIENT or for delays or other causes beyond J-U-B's control.

NOTE on Coronavirus and Schedule: *J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures to help protect our clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B*

staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment

Exhibit(s):

- Attachment 1A - Detailed Scope of Work
 - Attachment 1B - Fee Breakdown
 - Standard Exhibit A: Construction Phase Services
-

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

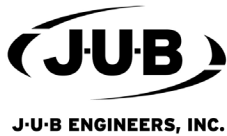
TYPE OF WORK: Federal

R&D: Yes or No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Choose an item.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)

Attachment 1A – Detailed Scope of Work

PROJECT NAME: SRE Multi-Tasking Equipment Acquisition

AIRPORT NAME: Twin Falls Magic Valley Regional Airport

CLIENT: City of Twin Falls and Twin Falls County

A.I.P. NUMBER: 3-16-0036-053-2022

J-U-B PROJECT NUMBER: 45-22-014

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED:** Click or tap to enter a date.; or

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:** Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services:

PART 1 - PROJECT UNDERSTANDING

FAA AIP 3-16-0036-053-2022 includes SRE Acquisition Services to acquire the same vehicle as Pocatello, Idaho, using a Joint Purchasing Agreement. The acquisition will follow Idaho State Law procedures and as allowed by FAA Helena ADO per federal procurement requirements in 2 CFR 200.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

TASK 001: Project Formulation Phase

1. Conduct a Pre-Design meeting with CLIENT and FAA at the Airport. The meeting will be held to determine equipment acquisition through joint purchasing agreement issues that will need to be addressed during the project. The FAA Predesign Conference Checklist will be the guide for project discussions. Minutes of the Predesign meeting will be compiled and forwarded to the FAA and CLIENT.
2. Assist the CLIENT with project scope development and formulation. J-U-B will prepare a Scope of Services narrative and detailed description of all work tasks for CLIENT and FAA review and approval. Discuss review comments and revise accordingly.
3. Prepare a listing of work tasks in a spreadsheet with person-hours, hourly rates, expenses, and costs based on the Scope of Services. The fee will be negotiated between J-U-B and the Airport Manager based on similar past acquisition projects. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services. Airport to provide a cost analysis which provides a detail cost comparison of similar projects.
4. Prepare an Agreement for Professional Services for submittal and review by the CLIENT and FAA, including the FAA Professional Service Agreement Checklist. The Agreement shall be comprehensive in the description of services and responsibilities of all contract parties.
5. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including acquisition costs and a schedule for FAA submittal prior to the beginning of the project.

6. Assist CLIENT in the submittal of FAA Sponsor Certifications. These include the "Selection of Consultants", "Project Plans and Specifications", "Drug Free Workplace", "Equipment/Construction Contracts", "Disclosure Regarding Potential Conflicts" and "Construction Project Final Acceptance".
7. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
8. Attend four (4) meetings with the Airport Advisory Board and/or City Council during the project in order to keep Airport personnel and management abreast of the progress of the acquisition. Discussions will include project budget and schedule updates.
9. Assist CLIENT in preparation and processing of monthly Request for Reimbursement (RFR) by submitting data as described. It is anticipated that the CLIENT will prepare and process four (4) monthly sets of RFR 'packages' for this project. J-U-B will provide documentation of costs for the CLIENT's use in performing the Request for Reimbursements including consultant invoices, reimbursement spreadsheet and Standard Form 271.

TASK 002 SRE Vehicle Acquisition (Joint Purchasing Agreement):

1. Assist CLIENT with snow removal equipment justification to meet snow and ice control for Airport operation in accordance with A/C 150/5220-20A and A/C 150/5200-30D. Review airport snow and Ice control plan to calculate priority one surfaces and required clearing times. Confirm findings with airport staff then submit to FAA. Confirm acquired equipment meets current SRE specification 150/5220-20 for MTE.
2. Review and confirm Pocatello Bid (3-16-0028-050-2021) is compatible with Joint Purchasing Agreement by verifying the Joint purchasing agreement is identified in contract documents and specifically TWF is listed as participating Idaho airports. Provide bidding information and contract documents, certifications to sponsor and FAA prior to awarding contract. Provide updated schedule for AIP 22 grant.
3. Assist CLIENT with notification of award and contract execution for SRE vehicle acquisition.
4. Obtain and review contractor materials submittals and certifications.
5. Conduct pre-build conference with manufacture, airport personnel, Prepare meeting minutes and distribute to attendees.
6. Conduct final completion inspection certificates and field review and documentation of "punch list" items
7. Prepare and confirm one pay request upon delivery and acceptance

TASK 003: Project Closeout Phase

1. Prepare the final project report and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Report any Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
3. Assist and coordinate with independent auditors in locating appropriate documents for performing A-133 annual audit. In addition to finding appropriate project files, answer questions as required.
4. Provide assistance to the CLIENT in assessing, costing, and updating the five-year Capital Improvement Plan for submittal to State Division of Aeronautics.

PART 3 - ASSUMPTIONS AND EXCEPTIONS

1. N/A

ATTACHMENT 2

PROJECT TITLE:		FY 2022 TWF SRE Multi-Tasking Equipment Acquisition AIP 3-16-0036-054-2022											
CLIENT:		City of Twin Falls/Twin Falls County, Idaho											
JOB NUMBER:													
DATE:		February 16, 2022						J-U-B ENGINEERING FEE ESTIMATE (JOINT PURCHASING AGREE)					
TASK NO	PROJECT TASK	Principal \$202.00	Project Manager \$182.00	Aviation Engineer \$140.00	CAD Designer \$116.00	Project Designer (EIT) \$102.00	Survey PLS \$161.00	2-Person Survey Crew \$196.00	Admin. \$64.00	Construct Observer \$110.00	Trips	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation Phase													
1	Conduct Pre-Design Meeting	0	2	4	0	0	0	0	0	0		6	\$924.00
2	Project Scope Development & Formulation	1	8	2	0	0	0	0	0	0		11	\$1,938.00
3	Provide Blank Person-Hour Spreadsheet	0	0	2	0	0	0	0	0	0		2	\$280.00
4	Prepare Professional Service Agreement	1	6	0	0	0	0	0	2	0		9	\$1,422.00
5	Prepare FAA Grant Application	0	2	2	0	6	0	0	0	0		10	\$1,256.00
6	Prepare FAA Sponsor Certifications	0	1	3	0	0	0	0	0	0		4	\$602.00
7	Prepare FAA Quarterly Reports	0	2	4	0	0	0	0	0	0		6	\$924.00
8	Attend City Council/Advisory Board Meetings	0	4	0	0	0	0	0	0	0	4	4	\$728.00
9	Prepare Request for Reimbursements	0	4	8	0	0	0	0	4	0		16	\$2,104.00
B. Vehicle Acquisition (Joint Purchasing Agreement)													
1	SRE Justification	0	8	15	0	10	0	0	0	0	1	33	\$4,576.00
2	Review and Confirm Joint Purchasing Agreement	0	8	15	0	10	0	0	0	0		33	\$4,576.00
3	Notification of Award and Contract Execution	0	4	10	0	10	0	0	0	0		24	\$3,148.00
4	Obtain and Review Contractor Submittals and Certs	0	4	8	0	8	0	0	0	0		20	\$2,664.00
5	Pre-Bid Conference with Manufacture	0	2	2	0	4	0	0	2	0	1	10	\$1,180.00
6	Final Completion Inspection Certs and Field Review	0	4	8	0	8	0	0	0	0		20	\$2,664.00
7	Prepare Pay Request	0	0	2	0	6	0	0	0	0		8	\$892.00
F. Project Close Out Phase													
1	Prepare Final Report	0	4	20	0	10	0	0	8	0		42	\$5,060.00
2	Report DBE Project Participation	0	0	4	0	8	0	0	0	0		12	\$1,376.00
3	Assist with Independent Audit	0	4	0	0	0	0	0	2	0		6	\$856.00
4	Assist with 5-year CIP	0	8	8	0	0	0	0	0	0		16	\$2,576.00
Sub -Total Design		2	75	117	0	80	0	0	18	0	6	292	\$39,746.00

ATTACHMENT 2

PROJECT TITLE:		FY 2022 TWF SRE Multi-Tasking Equipment Acquisition AIP 3-16-0036-054-2022										
CLIENT:		City of Twin Falls/Twin Falls County, Idaho										
JOB NUMBER:												
DATE:		February 16, 2022							J-U-B ENGINEERING FEE ESTIMATE (JOINT PURCHASING AGREE)			
			</									



Date: Monday, April 11, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of a request to award a contract to M-B Companies for an FAA funded airport multi-task snow plow & broom in the amount of \$787,077.00, authorizing the Mayor to sign the contract, contingent upon FAA funding and legal review.

Time Estimate: The staff presentation will take approximately 5 minutes, with possibly additional time for questions.

Background: The Airport, J-U-B Engineers, and the FAA have been reviewing options for moving forward with obtaining a new piece of snow removal equipment. The Airport snow team developed a preference to work toward acquiring a second “MB-5” multitasking piece of equipment that functions to both plow and broom snow simultaneously. The first “M-B 5” was a “piggyback” joint purchase agreement bases on an Idaho Falls Bid award in 2020.

The Magic Valley Regional Airport requested and received concurrence from the FAA for procuring an Airport Multi-Task Snow Plow & Broom using a Joint Purchasing Agreement otherwise known as a “Piggyback” procedure. The contract now under consideration is for the same “MB-5” piece of equipment awarded by Pocatello airport for the same price as their purchase last year.

Approval Process: A majority vote of the Council is needed to approve the request.

Budget Impact: The \$787,077.00 cost of the snow equipment will be eligible for FAA funding at 93.75%, with the 6.25% match provided thru the Airport’s Passenger Facility Charge (PFC) fund. The airport fund does have the local match required for the grant.

Regulatory Impact:

We have reviewed the legalities of this procedure with both Shayne Nope, the Twin Falls City Attorney, and the FAA, and have determined that piggybacking is a legitimate procurement option based on Idaho Statue Title 67 State Government and State Affairs - Chapter 28 Purchasing by Political Subdivisions.

The contract award for the equipment is subject to the standard FAA regulatory requirements for FAA grant projects.

Conclusion:

Staff recommends that the City Council award a contract to M-B Companies for an FAA funded airport multi-task snow plow & broom in the amount of \$787,077.00, authorizing the Mayor to sign the contract, contingent upon FAA funding and legal review.

Attachments: Picture of MB-5 snow equipment; JUB Recommendation of Award



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

April 4, 2022

Bill Carberry, Airport Manager
Joslin Field/Magic Valley Regional Airport
492 Airport Loop
Twin Falls, ID 83301

RE: Recommendation for Award for Multi-Tasking Equipment
FAA AIP 3-16-0036-053
SRE Multi-Tasking Equipment Acquisition Joint Purchasing Agreement

Dear Mr. Carberry:

J-U-B Engineers, Inc. recommends procuring a Multi-Tasking Equipment (MTE) using a Joint Purchasing Agreement. We have reviewed conformance with 2 CFR 200, Buy American requirements and for conformance with FAA Order 5100.38D, and have determined that a Joint Purchasing Agreement is a legitimate procurement option for the Airport based on Idaho Statue Title 67 State Government and State Affairs - Chapter 28 Purchasing by Political Subdivisions.

In addition to this, an in-depth evaluation of the Airport's snow removal clearing time in all Priority 1 areas, as well as the Takeoff and Landing Performance Assessment (TALPA) reporting requirements where safety is a primary concern, were evaluated per AC 150/5220-20A Airport Snow and Ice Control. The conclusion of this evaluation is that the Airport is experiencing a shortfall in the required Priority 1 clearing times and are unable to achieve the TALPA reporting requirements of "No worse than wet" condition. The purchase of this equipment will move the Airport closer to achieving its Priority 1 clearing times and greatly improve the TALPA safety reporting conditions.

Pocatello Regional Airport opened bids for a Multi-Tasking Airfield Snow Removal Equipment (MTE) on August 5, 2021. M-B Companies, Inc. was awarded the procurement and entered into a Contract with Pocatello Regional Airport for the work funded by FAA AIP 3-16-0028-050, in the amount of \$787,077.00. The bid documents were prepared for the project at Pocatello developed in accordance with FAA rules and regulations as assured by the Owner. Please see attached Pocatello Agreement for legal review. The Pocatello bid package was submitted under a separate letter.

Pursuant to the Procurement Documents and Specifications for AIP 3-16-0028-050, specifically Paragraph 18.7 of the "Instructions to Bidders" the Bidder certified the following:

Pursuant to Idaho Code Section 67-2807 Joint Purchasing Agreements – Not -For-Profit Associations, the Bidder certifies, by submission of a Bid, that Bidder shall extend the same price for the equipment specified in the Procurement Documents to the following political subdivisions in the State of Idaho providing there is no conflict with any applicable statutes, rules, policies or procedures: City of Boise, Friedman Memorial Airport Authority, Lewiston-Nez Perce County

Airport Authority, City of Idaho Falls, and City and County of Twin Falls. Each entity that chooses to piggyback off this competitive sealed bid procurement shall be responsible for its own notice of award (purchase order), procurement contract; arrangements for delivery and acceptance; and payments, including applicable freight charges if outside the original geographic delivery area. Prices and terms shall remain in effect for 365 days following bid opening.

We believe this to be in conformance with the Airport Improvement Program Handbook FAA Order 5100.38D, and believes this option provides and cost- effective option for procuring SRE equipment which is allowed by Idaho law.

If you have any questions or need additional assistance, please call me at (208) 733-2414.

Sincerely,

J-U-B ENGINEERS, INC.



M. Kent Atkin, P.E.
Project Manager

Enclosures:
As stated above.





Date: Monday, April 11, 2022
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Consideration of a request by Starr Corporation to approve a proposed Guaranteed Maximum Price (GMP) for Fire Station #2.

Time Estimate:

The presentation will take approximately 15 minutes with time for Council questions.

Background:

As per the CM/GC Contract Agreement with Starr Corporation, the City and Michael Arrington are presenting the Guaranteed Maximum Price (GMP) for the construction of Fire Station #2.

The GMP for Fire Station #2 is \$7,123,166. This includes all bid packages for the project with the exception of bid packages 4a and 4b (structural steel), 5 (rough carpentry), 6 (casework), 15 (specialties) and 16 (window coverings). Starr Corp. did not receive any bids for these packages. They will be rebid at a future date, but current estimated values for these scopes of work are included in the budget as allowances. It also includes 3% contingency, Payment and Performance Bond, and the CM fee of 4.4% per the CM/GC contract. Unless the City makes material changes to the budget, this amount is set as the maximum price for the construction of station #2. Furthermore, we anticipate that the GMP could actually be less if the bids for the bid packages 4, 5, 6, 15, and 16 come lower than budgeted allowances or if the full 3% contingency is not used.

This number does not include the A&E costs of \$1,351,1039. This figure is also subject to decrease as the allowances initially included are now being adjusted to actual costs. The maximum total project cost for fire station #2 \$8,474,205.

Approval Process:

Majoroty approval to accept the GMP for Fire Station #2 as presented by Starr Corporation.

Budget Impact:

The Guaranteed Maximum Price (GMP) for station #2 is \$7,123,166.

Regulatory Impact:

None

History:

None.

Analysis:

N/A

Conclusion:

Staff recommends that Council approve the GMP for Fire Station #2 as presented.

Attachments:

1. TF Fire Station No. 2-GMP



Starr Corporation | P.O. Box 46 | Twin Falls, ID 83303-0046
PHONE (208) 733-5695 | FAX (208) 734-9537 | WEB www.starrcorporation.com



March 29, 2022

City of Twin Falls
Mandi Thompson, Assistant to the City Manager

Re: Fire Station No. 2-GMP

Mandi -

As prescribed in Section 3.2.3 of the Contract Agreement we offer the following statement:

1. Drawings, Specifications, and Addenda: Refer to Exhibit "A" for enumeration of documents.
2. The following are clarifications and assumptions made in preparation of the GMP
 - a. Bid Packages 4a, 4b, 5, 6, 15, and 16 will be rebid at a future date. Currently estimated values for these scopes of work are included as allowances.
3. Proposed GMP, organized as outlined, is attached as Exhibit "B".
4. Anticipated Substantial completion date is May 26, 2023.
5. The GMP needs to be accepted on, or prior to, April 18, 2022.

Starr Corporation acknowledges that the allowances and contingencies have been established to address potential unknown conditions in the project. Any unused allowance and/or contingency remain the property of the owner.

Starr Corporation understands that the owner and architect will review and approve progress payments based on a schedule of values. Starr Corporation understands that progress payments for general conditions will be based on actual time and resources spent based on time and rates as set forth in Exhibit "B". The schedule of values will be based on the information presented in Exhibit "B".

We are pleased to be part of the construction team and look forward to working with the city and design team on a successful project.

Sincerely,
Starr Corporation

Michael Arrington
President

Exhibit "A"

Twin Falls Fire Station #2

Drawings / Specifications / Addenda

Drawing No.	Title
	BID SET, 01/17/2022
	GENERAL
G0.00	COVER SHEET
G0.02	DRAWING INFORMATION
G0.03a	ACCESSIBILITY COMPLIANCE
G0.04	WALL TYPES AND RATED ASSEMBLIES
G0.05	WALL TYPES AND RATED ASSEMBLIES
G1.00	CODE AND ENERGY COMPLIANCE
G2.01	LEVEL 1 – EXITING AND OCCUPANCY PLAN
G2.01b	LEVEL 1 – FIRE RATING PLAN
	CIVIL
C0.00	TOPOGRAPHIC SURVEY
C1.00	SITE DEMOLITION PLAN
C1.50	SWPPP SITE PLAN
C1.55	SWPPP DETAILS
C2.00	SITE MATERIAL PLAN
C2.10	SITE LAYOUT PLAN
C2.20	SITE MATERIALS & LAYOUT PLAN – BID ALTERNATES
C2.50	SITE DETAILS
C2.51	SITE DETAILS
C3.00	CONSTRUCTION NOTES
C4.00	SITE GRADING PLAN
C4.01	GRADING ENLARGEMENT PLAN
C4.02	SITE GRADING PLAN – BID ALTERNATES
C4.10	SITE DRAINAGE PLAN
C5.00	SITE UTILITY PLAN
C5.50	SITE UTILITY & DRAINAGE DETAILS
	LANDSCAPE
L1.00	LANDSCAPE PLAN
L1.50	LANDSCAPE DETAILS
L2.00	OVERALL IRRIGATION PLAN
L2.01	SITE IRRIGATION PLAN
L2.50	IRRIGATION DETAILS
	ARCHITECTURAL
A1.01	COMPOSITE SITE PLAN
A1.91	SITE DETAILS
A2.01	LEVEL 1 – COMPOSITE FLOOR PLAN
A2.31	COMPOSITE ROOF PLAN – LOW ROOF
A2.32	COMPOSITE ROOF PLAN – HIGH ROOF
A2.91	ROOF DETAILS
A2.92	ROOF DETAILS
A3.01	BUILDING ELEVATIONS
A3.10	BUILDING SECTIONS

Exhibit "A"

Twin Falls Fire Station #2

Drawings / Specifications / Addenda

A3.11	BUILDING SECTIONS
A4.01	ENLARGED BUILDING ELEVATIONS
A4.11	EXTERIOR WALL SECTIONS
A4.91	EXTERIOR DETAILS
A4.92	EXTERIOR DETAILS
A4.93	EXTERIOR DETAILS
A5.01	ENLARGED PLANS
A7.01	DOOR SCHEDULE & TYPES
A7.11	FRAME TYPES
A7.12	FRAME TYPES
A7.91	FRAME DETAILS
A7.92	FRAME DETAILS
A7.93	FRAME DETAILS
A8.01	LEVEL 1 – FINISH FLOOR PLAN AND ROOM FINISH SCHEDULE
A8.51	INTERIOR ELEVATIONS
A8.52	INTERIOR ELEVATIONS
A8.53	INTERIOR ELEVATIONS
A8.91	INTERIOR DETAILS
A8.92	INTERIOR DETAILS
A9.01	LEVEL 1 – COMPOSITE CEILING PLAN
A9.91	CEILING DETAILS
	STRUCTURAL
S0.00	ABBREVIATIONS, SYMBOLS AND SHEET INDEX
S0.01	GENERAL NOTES
S0.02	GENERAL NOTES
S0.03	STATEMENT OF SPECIAL INSPECTIONS
S0.04	STATEMENT OF SPECIAL INSPECTIONS
S2.01	LEVEL 1 FOUNDATION PLAN
S2.01a	SLAB ON GRADE PLAN
S2.02	ROOF FRAMING PLAN
S3.01	WALL ELEVATIONS
S3.02	TRUSS GIRDER ELEVATIONS
S3.10	WALL SECTIONS
S3.11	WALL SECTIONS
S4.01	CONCRETE DETAILS
S4.02	CONCRETE DETAILS
S4.51	MASONRY DETAILS
S4.52	MASONRY DETAILS
S5.01	STEEL DETAILS
S6.01	WOOD DETAILS
S6.02	WOOD DETAILS
S6.03	WOOD DETAILS
	MECHANICAL
M0.01	MECHANICAL LEGENDS & NOTES
M0.02	MECHANICAL SCHEDULES

Exhibit "A"

Twin Falls Fire Station #2

Drawings / Specifications / Addenda

M0.03	MECHANICAL SCHEDULES
M2.11	LEVEL 1 – HVAC PLAN
M2.12	ROOF – MECHANICAL PLAN
M4.01	MECHANICAL DETAILS
	PLUMBING
P0.01	PLUMBING LEGENDS & NOTES
P0.02	PLUMBING SCHEDULES
P1.10	LEVEL 1 – DOMESTIC WATER PLAN
P2.10	FOUNDATION – WASTE & VENT PLAN SERIES
P2.11	LEVEL 1 – WASTE & VENT PLAN SERIES
P4.01	PLUMBING DETAILS
	FIRE PROTECTION
F1.11	LEVEL 1 – FIRE PROTECTION PLAN SERIES
	ELECTRICAL
E0.01	ELECTRICAL LEGENDS & NOTES
E0.02	ELECTRICAL SCHEDULES
E0.03	LIGHTING COMPLIANCE
E1.01	ELECTRICAL SITE PLAN
E2.11	LEVEL 1 – LIGHTING PLAN
E2.21	LEVEL 1 – POWER PLAN
E2.22	ROOF – POWER PLAN
E2.31	LEVEL 1 – FIRE ALARM PLAN
E4.01	ELECTRICAL PANEL SCHEDULES
E5.01	ELECTRICAL DETAILS
E5.02	ELECTRICAL DETAILS
	TECHNOLOGY
T0.01	TECHNOLOGY LEGENDS & NOTES
T0.02	RESPONSIBILITY MATRIX
T1.01	TECHNOLOGY SITE PLAN
T2.11	LEVEL 1 – TECHNOLOGY PATHWAY PLAN SERIES
T2.21	LEVEL 1 – TECHNOLOGY FLOOR PLAN SERIES
T3.01	TECHNOLOGY ENLARGED PLAN SERIES
T4.01	TECHNOLOGY DETAILS
T4.02	SINGLE DOOR SECURITY DETAILS
PROJECT MANUALS	Twin Falls Fire Station – 2, Twin Falls, Idaho, PROJECT MANUAL – SPECIFICATIONS FOR 100% BID SET, VOLUME – 1 OF 2, January 18, 2022 Twin Falls Fire Station – 2, Twin Falls, Idaho, PROJECT MANUAL – SPECIFICATIONS FOR 100% BID SET, VOLUME – 2 OF 2, January 18, 2022
	GEOTECHNICAL INVESTIGATION, TWIN FALLS FIRE STATION #2, June 24, 2021
ADDENDUM NO. 1	Addendum No. 1 dated February 14, 2022
ADDENDUM NO. 2	Addendum No. 2 dated February 21, 2022
ADDENDUM NO. 3	Addendum No. 3 dated February 21, 2022

Exhibit "B"

Twin Falls Fire Station 2

March 29, 2022

Bid Package No. 1-Concrete	\$	671,987.00	
Bid Package No. 2-Polished Concrete Finishing	\$	30,653.00	
Bid Package No. 3-Masonry	\$	837,364.00	
Bid Package No. 7-Roofing	\$	344,205.00	
Bid Package No. 8-Doors & Hardware	\$	47,065.00	
Bid Package No. 9-Sectional Doors	\$	53,115.00	
Bid Package No. 9a-Four-Fold Side Opening Metal Doors	\$	154,574.00	
Bid Package No. 10-Aluminum Entrances & Storefronts	\$	189,392.00	
Bid Package No. 11-Drywall	\$	331,715.00	
Bid Package No. 12-Tiling	\$	77,100.00	
Bid Package No. 13-Floor Covering	In No. 12		
Bid Package No. 14-Painting	\$	51,500.00	
Bid Package No. 17-Fire Protection	\$	75,747.00	
Bid Package No. 18-Plumbing	\$	459,014.00	
Bid Package No. 19-HVAC	\$	453,280.00	
Bid Package No. 20-Electrical	\$	578,900.00	
Bid Package No. 21-Sitework & Utilities	\$	487,978.00	
Bid Package No. 22-Metal Fencing	\$	86,016.00	
Bid Package No. 23-Landscaping & Irrigation	\$	209,079.00	
			\$ 5,138,684.00
Allowances			
Project Manager	\$	44,400.00	
Project Superintendent	\$	99,840.00	
Job Site Trailer	\$	5,040.00	
Telephone	\$	1,800.00	
Internet	\$	1,200.00	
Temp Toilets	\$	4,560.00	
Temp Electrical	\$	18,000.00	
Dumpster	\$	15,000.00	
Temporary Site Fence	\$	12,600.00	
Cold Weather Protection	\$	21,500.00	
Final Cleaning	\$	6,800.00	
Bid Package No. 4a and b-Structural Steel	\$	300,957.00	
Bid Package No. 5-Rough Carpentry	\$	700,000.00	
Bid Package No. 6-Casework	\$	130,000.00	
Bid Package No. 15-Specialties	\$	47,000.00	
Bid Package No. 16-Window Coverings	\$	15,000.00	
			\$ 1,423,697.00
Payment and Performance Bond	\$	72,000.00	
Contingency	\$	196,872.00	
CM Fee	\$	291,913.00	
Total			\$ 7,123,166.00



Date: Monday, April 11, 2022
To: Honorable Mayor and City Council
From: Brent Hyatt, Assistant Finance Director

DISCUSSION ITEM

Request:

Staff is seeking Council's guidance on a proposal that will reduce losses on rental property utility accounts.

Time Estimate:

20 Minutes.

Background:

The City currently turns over around \$140,000 each year in utility bills for collection. Of that, about 24% is recovered. Rental properties make up 16.6% of the City's utility accounts, but account for 93% of the amount sent for collection.

The Utility Billing department would like to implement a process where trouble rental properties are identified with a point system like that used by the Idaho Transportation Department. Penalty charges would be tracked by property and remain for two years. Points would be assessed by the seriousness of the penalty:

- Late payment - 1
- Returned payment - 1
- Shutoff for non-payment - 3
- Turned over to collection - 3
- Tampering – 6

Once a property has accumulated 6 points, it would be the property owner that must sign up for service the next time new services are started or when there is a shutoff for nonpayment.

Property owners would be notified of the policy change months before the effective date. The policy would not be retroactive.

Staff believes this is a more balanced approach than a blanket policy used by several Idaho communities, where only property owners may sign up for utility services.

Approval Process:

Staff is seeking direction only. Consent of the Council would be sought once the process was ready for implementation and a resolution drafted.

Budget Impact:

There would be no immediate budget impact. Losses would be reduced over time as high-risk properties were identified.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the targeted approach and is seeking conformation from the Council to proceed.

Attachments:

None.