



Twin Falls City Council Agenda

Monday, August 15, 2022, 4:30 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

SPECIAL MEETING starting at 4:30PM

Executive Session 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Regular meeting will begin at 5:00PM.

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) EXECUTIVE SESSION
 - a) **ACTION ITEM:** Executive Session 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.
By: Travis Rothweiler, City Manager
- 3) PLEDGE OF ALLEGIANCE
- 4) PROCLAMATIONS - None.
- 5) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve Accounts Payable for August 4-10, 2022.

By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** City Council August 08, 2022 Minutes.
By: Erin Parrish, Executive Assistant
- 6) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Consideration of an agreement with J-U-B Engineers in the amount of \$268,713.00 for engineering services associated with FAA Airport Improvement Project (AIP) 54, construction of an aircraft parking ramp.
By: William Carberry, Airport Manager
 - b) **PRESENTATION:** Discussion of the Fiscal Year 2022-2023 Tentative Budget for the City of Twin Falls.

By: Travis Rothweiler, City Manager

7) GENERAL PUBLIC INPUT

8) ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS

- a) **ACTION ITEM:** Public Hearing with City Council to receive input on creating a residential historic district. (PZ22-0039)

By: Jonathan Spendlove, Planning & Zoning Director

10) EXECUTIVE SESSION

- a) **ACTION ITEM:** Executive Session 74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

By: Travis Rothweiler, City Manager

11) 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.



Twin Falls City Council Minutes

Monday, August 8, 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 Spencer Cutler, Nikki Boyd, Jason Brown, Craig Hawkins.

Absent: None.

Staff Present: Travis Rothweiler, City Manager; Gretchen Scott, Deputy City Manager; Mitch Humble, Deputy City Manager; Nicole Swafford, Deputy City Prosecutor; Matt Farnes, Budget Coordinator; Chance Munns, Parks and Recreation Supervisor; Captain Brent Wright, Twin Falls Police Department; Captain Matt Hicks, Twin Falls Police Department; Erin Steel, Public Works Assistant Director; Chief Les Kenworthy, Twin Falls Fire Department; Jonathan Spendlove, Planning and Zoning Director; Nathan Erickson, Environmental Manager; Bill Carberry, Airport Director; Lieutenant Terry Thueson, Twin Falls Police Department; Josh Baird, Public Works Directors; Josh Palmer, Public Information Coordinator; Troy Vitek, City Engineer; Kathy Marcus, Information Technology Communications Manager; Ida Clark, Human Resources Director; Chief Craig Kingsbury, Twin Falls Police Department; Ian Zollinger, City Planner, Breanna Howard, Chief Financial Officer; Mark Thompson, Streets Superintendent.

Mayor Pierce called the meeting to order at 05:00 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

None.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as published. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

- a) Request to approve Accounts Payable for July 28 - August 3, 2022.
- b) City Council Minutes August 1, 2022.
- c) Consideration of a request to approve the annual Joshua Way Block Party.
- d) Consideration of a request to authorize the Mayor to sign an Idaho Transportation Department airport grant application.
- e) Consideration of a request to accept the Improvement Agreement for the purpose of developing Eastern Sun Subdivision No. 1.
- f) Consideration of a request to accept the Improvement Agreement for the purpose of developing Golden Eagle Subdivision No. 7.

5) ITEMS OF CONSIDERATION

- a) Adoption of the Tentative Budget for the City of Twin Falls for the 2022-2023 Fiscal Year in the amount of \$78,630,390 and set August 22, 2022, at 6:00 p.m. as the date and time for the public budget hearing.

Travis Rothweiler, City Manager, presented the adoption of the tentative budget and council directed capital projects.

Mayor Pierce requested **Erin Steel, Public Works Assistant Director**, to come talk about the sidewalk projects.

Vice Mayor Reid clarified that all costs were built into the \$80,000.

Erin Steel, Public Works Director, continued to describe the sidewalk projects.

Council Member Boyd spoke on Elizabeth Blvd from Madrona to Del Mar.

Council Member Brown asked about the HAWK system.

Council Member Hawkins asked about safety factors in these projects.

Council Member Brown asked if there was a similar technique that would work in the area.

Mayor Pierce asked if a HAWK system is the same thing that was installed on Washington.

Council Member Brown wants to know if there is something with similar features without going to the full-blown HAWK system.

Council Member Boyd asked for a reminder of the problem with Filer and Maurice.

Vice Mayor Reid suggested some ideas.

Mayor Pierce asked if they had to spend it all.

Council Member Cutler would like to prioritize sidewalks and fit dog park improvements in.

Jonathan Spendlove, Planning and Zone Director explained that an environmental study that is required for CDBG funds is in the works.

Council Member Boyd asked if the CDBG amount would be spent this year or next.

Mayor Pierce asked for clarification on the Thompson Park projects.

Council Member Brown asked if he would stay in the path of the current trail at Thompson Park or if they would change it. He then asked if the library would assist in creating the storybook trail.

Mayor Pierce asked about Baxter's Dog Park and if we had a design estimate.

Mayor Pierce asked what the projection for a master plan would cost?

Council Member Brown asked about money that ends up not being spent and what happens to it.

Council Member Brown stated that the dog park seems to be used quite heavily. He requested a planning document to help direct some of the funding.

Mayor Pierce asked if there was any way to partially fund Elizabeth.

Vice Mayor Reid spoke about needing to do something for Baxter Dog Park, Elizabeth Street and Stadium Street sidewalk projects.

Mayor Pierce asked if there are other funds that can be used to fund the dog park.

Council Member Brown feels either way we are speculating a little bit.

Mayor Pierce asked about someone making a motion.

Erin Steel, Public Works Assistant Director, gave an update on the Wendell St project that is from FY 2021-2022.

MOTION: Vice Mayor Reid moved to approve Council Directed Capital of up to \$40,000 to the Baxter Dog enhancement design. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 1.

Council Member Hawkins asked about the curb and gutter sidewalk along the west side of Baxter Dog Park. He wished we had more money and is leaning a little more to the sidewalk side of things.

Council Member Boyd spoke about the dog park being one of our assets, and the need for a plan to share with people who are asking.

MOTION: Council Member Brown moved to move forward with the Sunrise East of Mountain View design for \$290,000 and include the Stadium East of Eastland, south side of the road, 230ft for \$80,000. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

Vice Mayor Reid talked about the Elizabeth St and Wendell St projects and, using the funds, understood that we don't know everything.

Council Member Boyd asked **Kathy Marcus, Information Technology Communications Manager**, about the City Council room project and if it would remove the 30 second lag. Council Member Brown stated he agrees on holding the money for the Wendell St project.

MOTION: Council Member Brown moved to earmark \$360,000 for Elizabeth Blvd sidewalk and Wendell St sidewalk projects for a later date. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

MOTION: Vice Mayor Reid moved that we adopt the tentative budget for the City of Twin Falls for the 2022-2023 FY in the amount of \$78630390 and set August 22, 2022, at 6pm as the date and time for the public budget hearing. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

6) GENERAL PUBLIC INPUT

Patty, citizen, talked about Elizabeth Blvd and how many kids are going back and forth and that she would like that sidewalk project taken care of as soon as possible.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Travis Rothweiler, City Manager, spoke on the application for the vacant city council chair. It is available until Wed, August 17. On the 29th of August, we will present those names to the Council and invite them to council meeting that evening.

Mayor Pierce mentioned the State of the City breakfast on August 16th at 7am.

8) PUBLIC HEARINGS

a) Public hearing on fee and rate increases for the City of Twin Falls.

Breanna Howard, Chief Financial Officer, presented information for the public hearing on fee and rate increases.

Discussion ensued on the following:

Council Member Hawkins mentioned he feels the increase is reasonable.

Mayor Pierce agreed and stated that it is well below the NCI increase.

Mayor Pierce opened the Public Hearing for public comment at 6:35PM.

Patty, a citizen, stated that it's important for people to go out and shut it off or turn it back on so fees don't go back onto the homeowner.

Mayor Pierce closed the Public Hearing for public comment at 6:36PM.

MOTION: Council Member Cutler moved to approve the fee and rate increases for the City of Twin Falls. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

- b) Request for approval on the annexation and appropriate Zoning District of Open Space (OS) for 9 (+/-) acres of property located at 350 Blue Lakes Boulevard South c/o the City of Twin Falls. (PZ21-0178)

Mayor Pierce read the rules for a Planning and Zoning Public Hearing.

Ian Zollinger, City Planner, presented the request.

Mayor Pierce opened the Public Hearing for public comment at 6:42PM.

Gale Merrick, a Twin Falls County citizen, stated that this is a predicate to the next item on the agenda. He feels proper notice was not given to residents along the south side of Park Ave.

Mayor Pierce closed the Public Hearing for public comment at 6:45.

Vice Mayor Reid wanted to make sure that proper notice was given, and it was.

Council Member Boyd asked for clarification on the picture showing and as to what happens next.

Council Member Hawkins asked if Rock Creek Village is where all the fill dirt is being placed.

MOTION: Council Member Boyd moved to grant the request for annexation and appropriate Zoning District of Open Space of property located at 350 Blue Lakes Boulevard South. **Vice Mayor Reid** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

- c) Request for an Annexation and appropriate Zoning District Change and Zoning Map Amendment from R-4 to R-4 ZDA CRO for 13 (+/-) acres of property, located at 831 Park Avenue c/o Gravitas Real Estate Holdings, LLC formerly known as Idahome Development Co., LLC. (PZ22-0093)

Ian Zollinger, City Planner, presented the request.

Council Member Cutler asked about change of owners, annexation, and proper development of Park Ave., and traffic apparatus control costs.

Council Member Boyd asked if it was very similar to R-4 and how it would fit on the property. These are all rentals, and will they all share walls? She then had questions about the 20ft x 50ft lot, with its own title and ownership.

Council Member Hawkins asked about the sidewalks.

Council Member Boyd asked if the sidewalk would connect to anything.

Matt Hatfield, Cole Architects, addressed the City Council's concerns and explained in more depth his project.

Council Member Boyd asked if the exterior finishes are what's actually going to be on the buildings.

Mayor Pierce opened the Public Hearing for public comment at 7:10PM.

Gale Merrick, a Twin Falls County citizen, compliments Ian and Planning and Zoning on helping him. He then states his concern about traffic on Park Ave after the project is completed.

Patty, a citizen, clarified the number of complexes and if there would be enough parking for all the residents.

Mayor Pierce closed the Public Hearing for public comment at 7:19PM.

Council Member Boyd stated change is hard, but this is private property, and it has been sold. Private property rights go with how it's zoned and asking for a change in the arrangement.

MOTION: Vice Mayor Reid moved to approve the request for Annexation and appropriate Zoning District Change and Zoning Map Amendment from R-4 to R-4 ZDA located at 831 Park Ave, as presented and with staff recommendations. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

9) EXECUTIVE SESSION

- a) Executive Session 74-206 (1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Brown moved to convene into Executive Session 74-206 (1)(f). **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

Council Members convened into Executive Session at 07:24 PM.

10) ADJOURNMENT

The meeting adjourned at 08:40 PM.

Erin Parrish, Executive Assistant

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



Date: Monday, August 15, 2022
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Consideration of an agreement with J-U-B Engineers in the amount of \$268,713.00 for engineering services associated with FAA Airport Improvement Project (AIP) 54, construction of an aircraft parking ramp.

Time Estimate: The request will take approximately 5 minutes with additional time needed for questions and answers.

Background: The Airport's FAA Airport Improvement Program (AIP) capital construction program includes the construction of an expansion to the east ramp aircraft parking area. It is anticipated that the project will be designed and bid this fall and constructed in the 2023 season. The construction costs for the project are estimated at \$950,000 dollars.

The Airport requested a contract proposal for engineering services from J-U-B Engineers for the project. The contract is for all services (design, bidding, construction) related to the projects.

When FAA AIP projects include engineering costs in excess of \$100,000, airports are required by the FAA to obtain an **independent fee estimate (IFE)** from another engineering firm as a means to help compare and negotiate engineering service costs. Staff solicited the assistance Century West Engineering located in Bend, Oregon to help develop the IFE based on the defined scope of work for the project.

Budget Impact:

- The JUB Contract- The cost of the contract, inclusive of all areas of service for the projects, totals **\$268,713.06**. The independent fee estimate provided by Century West is **\$373,460.00**. The total fee for the projects provided by JUB is **28%** lower than the independent fee estimate.

○ **Table 1 - Final Cost Comparison Table**

	J-U-B Engineers		Century West Engineering		(%) change	
	Cost	Hours	Costs	Hours	Cost	Hours
Labor Cost & Expense (Design)	112,702.30	681	149,029.00	976	-24.4%	-30.2%
Labor Cost (Construction)	134,030.20	916	153,253.00	1060	-12.5%	-13.6%
Expenses	2,393.56	N/A	23,675.00	N/A	-89.9%	N/A
Subconsultants	19,587.00	N/A	47,500.00	N/A	-58.8%	N/A
Total	\$268,713.06	1597	\$373,460.00	2036	-28.0%	-21.6%

With the removal of travel time and expense it allows for a closer comparison of project task efforts. The total cost for J-U-B Engineers less travel is \$266,318 with 1577 hours and the IFE fee

less travel cost is \$289,823 with 1658 hours. J-U-B engineers fee is 8.1% lower for overall project costs and 4.9% lower is hours. J-U-B has less subconsultant costs, because J-U-B has the ability to perform tasks in house. Although task items had some variations between the firms, travel costs and subconsultant costs were found to be the significant difference between the Century West and the J-U-B fee proposals.

Regulatory Impact:

The Airport has requested the FAA review the independent fee estimate and the proposed contract with J-U-B for the project. The FAA has concurred with the proposed fee schedule and contract with J-U-B Engineers.

The Engineering contract with J-U-B will be subject to standard federal requirements and reviewed by the City Attorney.

Conclusion:

Through the strong collaboration between the FAA, the Airport, and our consulting firm JUB, we have positioned the community to keep on pace with the airport's capital needs.

Staff recommends that the City Council approve the agreement for engineering services with JUB Engineering for \$268,713.06, and authorize the Mayor to sign the agreement.

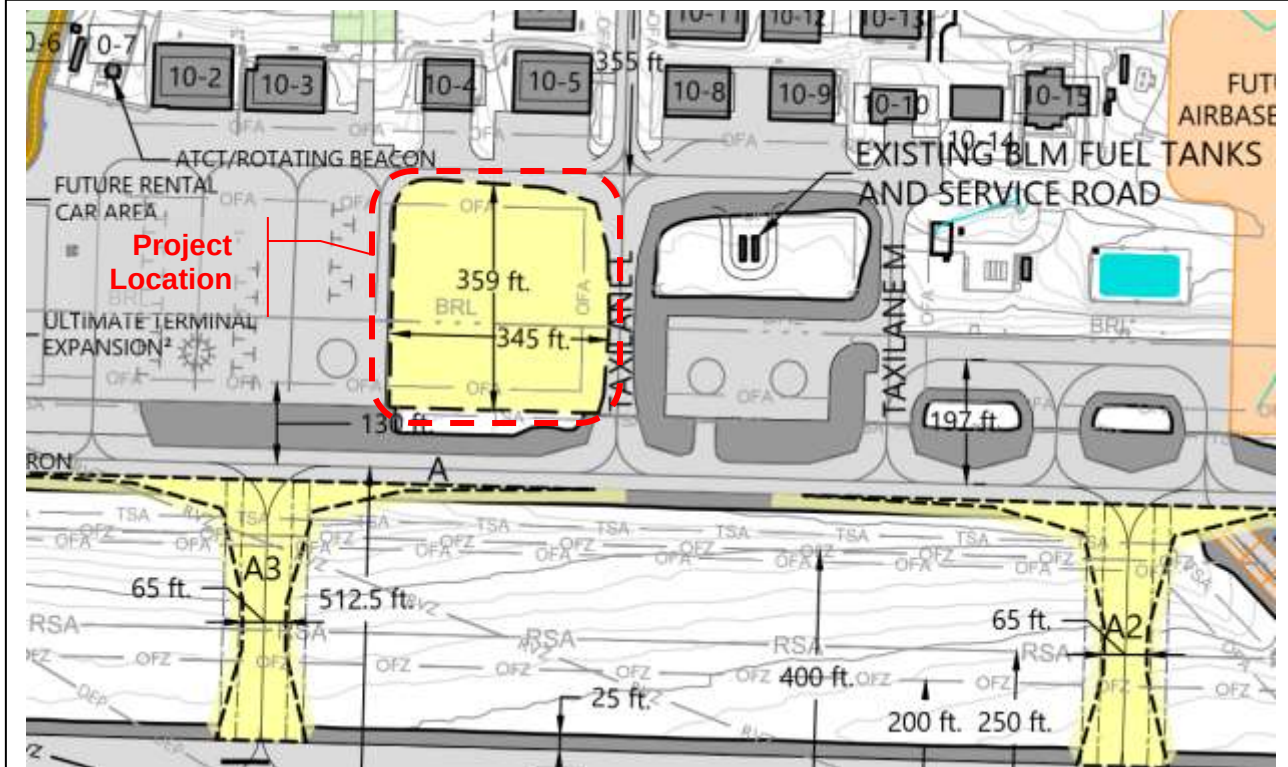
Attachments:

1. Project Diagram
2. J-U-B contract for FAA ramp project
3. Century West Engineering Independent Fee Estimate

Purpose: Identify issues with design

CONSTRUCTION MONTH/ YEAR: 9/2022

AERONAUTICAL STUDY NUMBER:



General project scope with approximate limits and proposed work. Please specify:

This project will include excavation, grading, placing of subbase and base course, and paving of stabilized base and surface asphalt course for the East GA Apron Expansion. The work will also include site drainage, tie-down installation, apron markings, and evaluate site lighting. Potential concern for this project is work encroaching the TOFA of the parallel Taxiway A, but is not anticipated to encroach the TSA.

ANM ADO Project Manager:

Date Issued:

**Joslin Field Magic Valley Regional
Airport**

**General Aviation Apron
Expansion**

**Design, Bidding, and
Construction Engineering
Services**

AIP #3-16-0036-055-2022

INDEPENDENT FEE ESTIMATE

Prepared for:

Joslin Field Magic Valley Regional Airport
PO Box 1907
Twin Falls, ID 83303

Prepared by:



1020 SW Emkay Drive, Suite 100
Bend, OR 97702
Phone: 541.322.8962

1 July 2022

ATTACHMENT 2

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
 CLIENT: City of Twin Falls and Twin Falls, Idaho
 JOB NUMBER:
 DATE: July 1, 2022

CENTURY WEST ENGINEERING FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal \$280.00	Project Manager \$168.00	Aviation Engineer \$150.00	CAD Designer \$0.00	Project Designer (EIT) \$120.00	Survey PLS \$0.00	2-Person		Admin. \$107.00	Construct Observer \$0.00	Trips	TOTAL HRS	TASK DIRECT COSTS
								Survey Crew \$0.00						
A. Project Formulation Phase														
1	Conduct Pre-Design Meeting	0	16	0	0	0	0	0	0	0	0	1	16	\$2,688.00
2	Project Scope Development & Formulation	2	4	0	0	0	0	0	0	0	0		6	\$1,232.00
3	Prepare Cost Proposal	2	4	0	0	0	0	0	0	0	0		6	\$1,232.00
4	Provide Blank Person-Hour Spreadsheet	0	2	0	0	0	0	0	0	0	0		2	\$336.00
5	Prepare Professional Service Agreement	2	4	0	0	0	0	0	0	0	0		6	\$1,232.00
6	Prepare FAA Grant Application	0	2	4	0	8	0	0	0	0	0		14	\$1,896.00
7	Prepare FAA Sponsor Certifications	0	0	4	0	0	0	0	0	0	0		4	\$600.00
8	Prepare and Submit DBE Annual Reporting	0	1	0	0	2	0	0	0	0	0		3	\$408.00
9	Prepare FAA Quarterly Reports	0	8	0	0	0	0	0	0	0	0		8	\$1,344.00
10	Attend City Council/Advisory Board Meetings	0	128	0	0	0	0	0	0	0	0	8	128	\$21,504.00
11	Prepare Request for Reimbursements	0	8	0	0	0	0	0	0	8	0		16	\$2,200.00
12	Assist Coordination FAA SSC, Tech Ops	0	2	0	0	0	0	0	0	0	0		2	\$336.00
B. Preliminary Design Phase														
1	Perform Site Walk Through	0	0	22	0	22	0	0	0	0	0	1	44	\$5,940.00
2	Perform Field Survey	0	2	0	0	16	0	0	0	1	0	1	19	\$2,363.00
3	Administer Geotechnical Subconsultant Contract	0	2	0	0	16	0	0	0	1	0	1	19	\$2,363.00
4	Analyze Geotechnical Testing Data	0	16	4	0	0	0	0	0	0	0	1	20	\$3,288.00
5	Coordinate with Electrical Contractor	0	2	0	0	0	0	0	0	1	0		3	\$443.00
6	Prepare and Submit SPSHS	0	16	2	0	4	0	0	0	0	0	1	22	\$3,468.00
7	Define Critical Aircraft and Develop Pavement Design	0	2	4	0	0	0	0	0	0	0		6	\$936.00
8	Perform Analysis Existing Geometric Layout	0	2	4	0	8	0	0	0	0	0		14	\$1,896.00
9	Analyze Existing Storm Water Drainage System	0	2	4	0	8	0	0	0	0	0		14	\$1,896.00
10	Address Subsurface Drainage Requirements	0	2	4	0	8	0	0	0	0	0		14	\$1,896.00
11	Perform Analysis Existing Runway/Taxiway Grading	0	2	4	0	8	0	0	0	0	0		14	\$1,896.00
12	Determine Operational and Phasing Effects	0	32	8	0	8	0	0	0	0	0	2	48	\$7,536.00
13	Confirm with FAA regarding CATEx	0	2	0	0	2	0	0	0	0	0		4	\$576.00
14	Assemble Base Data and Maps	0	2	8	0	0	0	0	0	0	0		10	\$1,536.00
15	Prepare 75% Preliminary Plans (22 Sheets)	8	40	80	0	80	0	0	0	0	0		208	\$30,560.00
16	Prepare 75% Preliminary Contract Docs & Specs	4	16	24	0	0	0	0	0	4	0		48	\$7,836.00
17	Prepare Engineers Estimate	0	4	8	0	16	0	0	0	0	0		28	\$3,792.00
18	Prepare CSPP	0	4	8	0	16	0	0	0	0	0		28	\$3,792.00
19	Prepare Preliminary Engineer's Design Report	0	2	4	0	12	0	0	0	0	0		18	\$2,376.00

ATTACHMENT 2

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
 CLIENT: City of Twin Falls and Twin Falls, Idaho
 JOB NUMBER:
 DATE: July 1, 2022

CENTURY WEST ENGINEERING FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal	Project Manager	Aviation Engineer	CAD Designer	Project Designer (EIT)	Survey PLS	2-Person		Construct	Trips	TOTAL HRS	TASK DIRECT COSTS
								Survey	Crew	Admin.	Observer		
20	Conduct In-House QC Review	24	0	0	0	0	0	0	0	0	0	24	\$6,720.00
21	Hold Preliminary Design Review Meeting	0	16	16	0	0	0	0	0	0	0	1	\$5,088.00
22	Prepare 7460	0	2	0	0	2	0	0	0	0	0	4	\$576.00
23	Submit Preliminary Documents	0	1	0	0	0	0	0	0	4	0	5	\$596.00
C. Final Design Phase													
1	Finalize Contract Docs & Specs	0	8	16	0	0	0	0	0	0	0	24	\$3,744.00
2	Finalize Construction Plans	0	8	16	0	40	0	0	0	0	0	64	\$8,544.00
3	Prepare Final CSPP	0	2	4	0	4	0	0	0	0	0	10	\$1,416.00
4	Complete Final Quantity Calculations	0	2	8	0	0	0	0	0	0	0	10	\$1,536.00
5	Prepare Final Engineer's Design Report	0	2	0	0	4	0	0	0	0	0	6	\$816.00
6	Submit Final Documents to FAA & Owner	0	1	0	0	0	0	0	0	4	0	5	\$596.00

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CENTURY WEST ENGINEERING FEE ESTIMATE (DESIGN)

TWFF_GA_Apron_BlankFeeTable-CWE

ATTACHMENT 2

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
 CLIENT: City of Twin Falls and Twin Falls, Idaho
 JOB NUMBER:
 DATE: July 1, 2022

CENTURY WEST FEE ESTIMATE (Bidding and Construction)

TASK		Principal		Project		Aviation		CAD		Project		2-Person		Construct		TASK			
No	PROJECT TASK	\$280.00	Manager	\$168.00	Engineer	\$150.00	Designer	(EIT)	Survey	PLS	\$0.00	Survey	Crew	Admin.	Observer	Trips	TOTAL DIRECT COSTS		
D. Bidding Phase																			
1	Administer Bidding Process	0	4	0	0	0	8	0	0	0	0	0	0	0	0	0	12	\$1,632.00	
2	Provide Pre-Bid Conference	0	16	0	0	0	0	0	0	0	0	0	0	0	0	1	16	\$2,688.00	
3	Prepare Bid Addendums	2	4	4	4	0	0	0	0	0	0	0	0	2	0	0	12	\$2,046.00	
4	Respond to Contractors Questions.	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0	8	\$1,272.00	
5	Assist with Bid Opening	0	16	0	0	0	0	0	0	0	0	0	0	0	0	1	16	\$2,688.00	
6	Prepare Bid Tabulations	0	0	0	2	0	4	4	0	0	0	0	0	0	0	0	6	\$780.00	
7	Prepare Bid & Cost Analysis	0	2	4	4	0	0	0	0	0	0	0	0	0	0	0	6	\$936.00	
E. Construction Phase																			
1	Prepare Construction Award Documents	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	6	\$936.00	
2	Coord with FAA & Client on Award	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	\$336.00	
3	Conduct Pre-Construction Conference	0	16	0	0	0	0	0	0	0	0	0	0	0	2	1	18	\$2,958.00	
4	Review & Coordinate Contractor Schedule	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4	\$636.00	
5	Review Shop Drawings & Submittals	0	4	16	0	0	0	0	0	0	0	0	0	0	0	0	20	\$3,072.00	
6	Provide Construction Surveying	Include as Subconsultant Below																0	\$0.00
7	Prepare Construction Management Plan	0	4	8	0	16	0	0	0	0	0	0	0	0	0	0	28	\$3,792.00	
8	Conduct Weekly Construction Meetings	Included in Task E.9																0	\$0.00
9	Provide Construction Observation	0	144	0	0	0	0	0	0	0	0	0	0	0	517.5	9	661.5	\$94,054.50	
10	Provide Office Administration Support	0	36	36	0	0	0	0	0	0	0	0	0	0	0	0	72	\$11,448.00	
11	Review Contractor's Pay Request	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0	8	\$1,272.00	
12	Monitor Quality Control Testing	0	4	8	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,872.00	
13	Conduct QC/QA Workshop	0	2	0	0	0	0	0	0	0	0	0	0	0	2	0	4	\$606.00	
14	Review Contractor Wage & EEO Docs	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	\$336.00	
15	Coordinate With Client & FAA	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,344.00	
16	Prepare Construction Change Orders	2	4	8	8	0	0	0	0	0	0	0	0	0	0	0	22	\$2,432.00	
17	Conduct Final & Substantial Completion	0	0	48	0	0	0	0	0	0	0	0	0	0	0	3	48	\$7,200.00	
18	Conduct AGIS As-Built Survey	Included as Subconsultant Below																0	\$0.00
19	Prepare Record Drawings	0	4	0	0	24	0	0	0	0	0	0	0	0	0	0	28	\$3,552.00	
F. Project Close Out Phase																			
1	Prepare Final Report	0	2	0	0	16	0	0	0	0	0	0	0	0	0	0	18	\$2,256.00	
2	Update ALP Drawing	0	2	0	0	8	0	0	0	0	0	0	0	0	0	0	10	\$1,296.00	
3	Report DBE Project Participation	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	4	\$540.00	
4	Assist with Independent Audit	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4	\$636.00	
5	Assist with 5-year CIP	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4	\$636.00	

ATTACHMENT 2

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
CLIENT: City of Twin Falls and Twin Falls, Idaho
JOB NUMBER:
DATE: July 1, 2022

CENTURY WEST FEE ESTIMATE (Bidding and Construction)

TASK NO	PROJECT TASK	Project										2-Person		Construct		TASK DIRECT COSTS
		Principal Manager	Aviation Engineer	CAD Designer	Designer (ETI)	Survey PLS	Survey Crew	Admin. *	Observer	Trips TOTAL	HRS					
		\$280.00	\$168.00	\$150.00	\$0.00	\$120.00	\$0.00	\$107.00	\$135.00							
LABOR:																
	Total Labor + Overhead + Fixed Fee	4	292	154	8	78	0	0	2	522	15	1060	\$153,252.50			
	Fixed Fee	Included in Hourly Rates Above											\$0.00			
	Total Labor + Overhead+ Fixed Fee												\$153,252.50			
EXPENSES:																
	Rental Car + Fuel (PM)	Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles	Markup								
	Per Diem	\$300.00		15	75		0	1.0	\$4,500.00							
	Lodging	\$59.00			15			1.0	\$4,425.00							
	Mileage (Resident Engineer Roundtrip & Onsite)	\$96.00						1.0	\$1,440.00							
	Printing	\$0.625				0	2750	1.0	\$1,718.75							
		\$1,000.00						1.0	\$1,000.00							
SUBCONSULTANTS:																
1	Construction Field Testing												\$10,000.00			
2	Survey Verification												\$10,000.00			
3	AGIS Subconsultant												\$7,500.00			
	Subtotal - Labor + Overhead + Fixed Fee												\$153,252.50			
	Subtotal - Expenses												\$13,083.75			
	Subtotal - Subconsultants												\$27,500.00			
	Total - Project Construction Admin Fees												\$193,840.00			

AGREEMENT FOR PROFESSIONAL SERVICES (FAA FORMAT)
GA APRON EXPANSION, A.I.P. 3-16-0036-055-2022
MAGIC VALLEY REGIONAL AIRPORT, TWIN FALLS, IDAHO

THIS AGREEMENT is effective as of the _____ day of July, 2022 by and between the 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: Expand the GA Apron 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.
- E. Assist the CLIENT in resolving disputes over claims, bankruptcy, legal complaints or default of the Contractor.

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.
- K. Obtain bids or proposals from contractors for work relating to the PROJECT and bear all costs relating to advertising.
- L. When identified in the construction contract documents, provide construction surveys and materials testing by the successful contractor.

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, 83301 Avenue, 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.
- H. In soils investigation work and determining subsurface conditions for the PROJECT, the characteristics may vary greatly between successive test points and sample intervals. J-U-B will coordinate this work in accordance with generally accepted engineering practices and makes no other warranties, expressed or implied, as to the professional advice furnished by others under the terms of this AGREEMENT.
- I. J-U-B has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or procedures required for the Contractor to perform his work including, but not limited to, aircraft safety precautions, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing

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.

4.07 CONSTRUCTION CONTRACTOR'S RESPONSIBILITY

Visits to the construction site and observations made by J-U-B's staff as part of their services shall not relieve the construction Contractor of his obligation to conduct comprehensive inspection of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not relieve the construction Contractor of his full responsibility for all construction means, methods, techniques, sequences and procedures necessary for coordination and completing all portions of the work under the construction contract and for all safety precautions related thereto. Language to this effect, shall be included in Construction Contract Documents. Such visits by J-U-B's staff are not to be construed as part of the observation duties of the on-site observation personnel defined in other parts of this Agreement.

4.08 FUNCTION OF ON-SITE OBSERVATION AND PERSONNEL

If the scope of services includes construction engineering, J-U-B may be required to act as the Resident Project Representative (RPR) on the PROJECT. When so stipulated, the RPR and on-site observation personnel will make reasonable efforts to guard the CLIENT against defects and deficiencies in the work of the Contractor and to help determine if the provisions of the Contract Documents are being fulfilled. When construction engineering is included as services of this agreement, Standard Exhibit A – Construction

Phase Services, attached, outlines the specific responsibilities of J-U-B, acting as the RPR during construction. Their day-to-day observation will not, however, cause J-U-B to be responsible for those duties and responsibilities that belong to the construction Contractor and that include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions related to the construction and commissioning of the work.

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 identify 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.

5.21 BREACH OF CONTRACT TERMS (49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of J-U-B or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

CLIENT will provide J-U-B written notice that describes the nature of the breach and corrective actions J-U-B must undertake in order to avoid termination of the contract. CLIENT reserves the right to withhold payments to Contractor until such time J-U-B corrects the breach or the CLIENT elects to terminate the contract. The CLIENT's notice will identify a specific date by which J-U-B must correct the breach. CLIENT may proceed with termination of the contract if J-U-B fails to correct the breach by deadline indicated in the CLIENT's notice.

The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

5.22 CLEAN AIR AND WATER POLLUTION CONTROL

J-U-B agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). J-U-B agrees to report any violation to the CLIENT immediately upon discovery. The CLIENT assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

J-U-B will include this requirement in all subcontracts that exceed \$150,000.

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:

Name:

Title:

Title:

Twin Falls County

ATTEST

BY:

Name:

Name:

Title:

Title:

J-U-B:

J-U-B ENGINEERS, Inc.

ATTEST

By:



Name: Toby Epler, PE

Name:



Christine Roemeling

Title: Aviation Services Group Manager

Title:

Aviation Administrator

*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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Entity Registration

Exclusions

Active Exclusions

Inactive Exclusions

Responsibility / Qualification

J-U-B ENGINEERS, INC.

Unique Entity ID
WU2TGK7D3J49

CAGE/NCAGE
OKJY0

Registration Status

Expiration Date

Active Registration

Feb 17, 2023

Purpose of Registration
All Awards

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

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

Version

Current Record

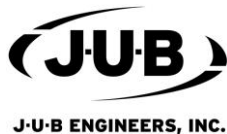
There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, 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.



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

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

PROJECT NAME: GA Apron Expansion
AIRPORT NAME: Magic Valley Regional Airport
CLIENT: City of Twin Falls and Twin Falls County
A.I.P. NUMBER: 3-16-0036-55-2022
J-U-B PROJECT NUMBER: 45-22018
CLIENT PROJECT NUMBER: _____

ATTACHMENT TO

- ☒ **AGREEMENT DATED:** _____, 2022; or
☐ **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 3-16-0036-055-2022 includes the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following Items:

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. Preliminary and Final Design Phase.**
 - a. The CLIENT shall compensate J-U-B on a lump sum basis amount of one hundred twenty-one thousand, two hundred sixty-three dollars and twenty-nine cents (\$121,263.29). See Attachment 1B for a detailed cost breakdown.
- 2. Bidding and Construction Phase**
 - b. The CLIENT shall compensate J-U-B for the Bidding and Construction Phase, on a lump sum basis amount of one hundred forty-seven thousand, four hundred forty-nine dollars and seventy-seven cents (\$147,449.77). See Attachment 1B for a detailed cost breakdown
- 3. Total Project Fees.** Total fees as outlined above are two hundred sixty-eight thousand, seven hundred thirteen dollars and six cents (\$268,713.06). See Attachment 1B for a detailed fee breakdown.

PART 3 - SCHEDULE OF SERVICES

J-U-B will perform all services according to the following schedule:

Design Phase to be complete by February 2023
Bidding and Construction Phase to be complete by December 31, 2023

This Agreement shall be in effect from June 1, 2022 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*

For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

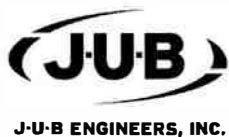
TYPE OF WORK: Federal

R&D: Yes or No

GROUP: Airport

PROJECT DESCRIPTION(S):

- A. Airport (A05)
- B. Construction Inspection/Observation (T02)



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1A – Detailed Scope of Work

PROJECT NAME: General Aviation Apron Expansion

AIRPORT NAME: Joslin Field Magic Valley Regional Airport (KTWF) _____

CLIENT: City of Twin Falls and Twin Falls County _____

A.I.P. NUMBER: 3-16-0036-055-2022 BIL

J-U-B PROJECT NUMBER: 45-22-018

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

ATTACHMENT TO:

☒ **AGREEMENT DATED: XXXXX; or**

☐ **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 3-16-0036-055 included the Project Formulation, Design, Bidding, Construction and Project Closeout Engineering Services for the following Items:

- Expand General Aviation Apron and taxiway access including evaluate aircraft circular and aircraft tiedown. The GA apron is located north of Taxiway "A". See attached sketch.
- Evaluate signage, marking and apron lighting

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.

A. 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 the planning and study issues that will need to be addressed during the design of 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. This spreadsheet will be used for both J-U-B and the Independent Fee estimate. J-U-B shall prepare a detailed cost proposal on the spreadsheet, based on estimates of work to accomplish the Scope of Services.
4. Provide the CLIENT and the Independent Fee Estimator (IFE) with a blank person-hour spreadsheet, Scope of Services, Project Layout Map, and overall project estimate.

5. 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 description of services and responsibilities of all contract parties.
6. Assist CLIENT with preparation and submittal of a FAA Grant Application for Federal Assistance for the project, including estimated project costs, drawings, and a schedule for FAA submittal prior to beginning of the project.
7. 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".
8. Provide the following services related to Federal Disadvantaged Business Enterprise requirements (DBE).
 - a. Prepare and submit annual DBE reporting.
9. Prepare and submit four (4) FAA Quarterly Performance Reports and two (2) Fiscal Year End Financial FAA 271 and 425 forms throughout the project.
10. Attend eight (8) 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 projects. Discussions will include project phasing, budget and schedule updates.
11. 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 eight (8) 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.
12. Assist CLIENT with early sponsor/consultant coordination with FAA SSC, local tech ops to confirm that the project does not impact FAA facilities.

B. Task 002: Preliminary Design Phase

1. Investigate the proposed job site at the Airport. Allow civil design personnel to become familiar with the proposed job site. Take photographs, perform a visual survey of the project areas, and otherwise document findings of visit.
2. Provide or obtain field surveys, which include detailed topographic and cross section information of improvement areas for design purposes. Coordinate with surveyors to verify that design survey is performed as required. This will include one (1) on-site meeting with surveyors to review project location and safety. The general scope of the survey work will include the following:

The primary area to be surveyed GA Apron expansion. The survey area shall include the entire 450' by 450' area. The pavement and shoulder surfaces within this area shall be section surveyed on 50-ft stations. The infield and grass surfaces within this area shall be surveyed on a 50-ft by 50-ft grid. All topographical features within all of these areas shall be surveyed including but not limited to: grade breaks, pavement markings, tie-downs, building corners, fence, drainage structures (invert elevations, pipes sizes, & rim elevations), pavement markings, utility markers, edge of pavements, and lighting and electrical components. The total of all areas are approximately 23,000 square yards.

Existing control monuments shall be used for the survey control and will need to be tied together to check for accuracy. The survey will have to be coordinated with the Airport Manager for airport access and optimum time to minimize disruption to air traffic. The airfield pavements and runway will be open to aircraft, surveyors will have to monitor the local frequency and move out of safety areas for aircraft. The survey shall be conducted in accordance to FAA AC 150/5370-2G safety guidelines. Vertical datum should be in accordance to NAVD 88, and horizontal datum should be in accordance to NAD 83. Vertical tolerances shall be +0.02-feet for paved surfaces and +0.05-feet for unpaved surfaces. Horizontal tolerances shall be +0.03-feet.

The collected data shall be provided on a compact disk to the Engineer with the following information: point number, description, northing, easting, and elevation along with paper copies of any pertinent field notes. No map or drawing will be required.

3. Administer design Geotechnical Subconsultant contract and coordinate delivery of work product. Provide quality control review of work products. This will include one (1) on-site meeting with geotechnical Subconsultant to review project location and safety. The geotechnical laboratory work will be performed utilizing the services of a Subconsultant. The general scope of the geotechnical work will be the following:

Administer six (6) test pits in the GA apron expansion to a depth of 6-feet or refusal. A backhoe and operator will be provided by the owner to excavate and backfill the test pits.

Data shall be collected on the soil type, and depths and categorized according to the Unified Soil Classification System (USCS) including Moisture Content, Atterberg Limits, Grain Size Distribution. Ground water depth shall be recorded if encountered. One California Bearing Ratio (CBR) test shall be performed on one of the test pit samples at a depth of 24-inches which is the anticipated depth of subgrade.

The geotechnical engineer shall coordinate with the Engineer to determine exact test pit locations. The geotechnical work shall be conducted in accordance with FAA AC 150/5370-2G safety guidelines. The geotechnical engineer shall be responsible for a utility locate prior to work. It should be anticipated that the cores/bore logs shall be taken during daytime hours. The geotechnical firm will need to coordinate with the Airport Manager and the Engineer personal for closure time and date.

The geotechnical firm shall submit 3 copies of the final geotechnical report including all required information as mentioned above to the Engineer within three weeks upon finishing field work. The firm shall submit a draft copy for review prior to finalizing the report and its findings.

This line item shall include the coordination and contracting with Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section.

4. Analyze the geotechnical testing data to determine the most cost-effective form of construction. Analyze the performance and stability of existing asphalt section. Hold a meeting with the CLIENT and FAA at the Airport to present findings of the Geotechnical Testing and analysis of existing pavement. Determine construction method best suited for the pavement surfaces.
5. Coordinate with an electrical subcontractor for edge lighting design. This line item shall include the coordination and contracting with a Subconsultant. The Subconsultant fees shall be addressed in the Expenses-Subconsultant Section. Electrical Subconsultant will verify the loading requirements for any proposed edge lighting or signage modifications. Any significant alterations of the electrical vault equipment or modification to the building itself based on these load changes will be considered an additional service.
6. Prepare and submit a revised sign and surface painted hold sign (SPHS) Plan to the FAA Airports District Office. Prior to submittal meet with the CLIENT at the Airport to discuss proposed signing locations and messages. Assist Sponsor with notifying and coordination with part 139 inspector
7. Define critical aircraft for the pavement design of the project and develop pavement design section. Pavement design criteria shall be in accordance with the FAA Advisory Circular (AC) 150/5335-5D. This will include calculating and reporting the Airport Pavement Strength- PCR.
8. Perform analysis of existing geometric layout of Taxiway/Apron fillets and radii to determine compliance with current FAA AC requirements including aircraft circulation. Present findings to CLIENT and FAA for review and comments.
9. Review existing storm water drainage within the project boundary. Evaluate existing drainage patterns and systems. J-U-B shall conduct a required analysis for the design of drainage improvements associated with the project in accordance with the FAA AC 150/5320-5D, Surface Drainage Design. Any necessary drainage improvements will be sized to accommodate local drainage standards.

10. Address subsurface drainage requirements for the *apron* and determine appropriate methods for compliance with the FAA Northwest Mountain Region policy on subsurface pavement drainage and edge drainage. Location of underdrain outlets will be a significant portion of this study.
11. Perform analysis of existing Runway and Taxiway Shoulders, Safety Area and Object Free Area grading to determine compliance with current FAA AC 150/5300-13B requirements.
12. Determine the operational and phasing effects of closing the parallel taxiway during construction. Closing the taxiways will impact the airport users, FBO's and transient aircraft during the construction period. Study the effects of the various alternatives including night construction, or phased construction. Complete a cost analysis on all alternatives to present to CLIENT. Two meetings at the Airport will be needed to present preliminary alternatives and phasing plan to the CLIENT and stakeholders. Coordination will take place with various FAA divisions regarding potential impact on FAA facilities
13. Contact FAA Environmental Manager by email to confirm that the project will require a categorical exclusion pursuant to FAA Order 1050.1F, Paragraph 5-6.4(e). Prepare a letter request for an environmental determination. The letter will include a detailed project description and an exhibit demonstrating the project disturbance area. Environmental work beyond that described will be considered additional work and may require a contract modification.
14. Assemble base data and base maps for the project work area from the design survey, previous projects undertaken, and available aerial data.
15. Prepare preliminary Design Plans (75% complete) for review and discussion with the CLIENT and FAA. It is anticipated that the project design will require thirty-two (22) plan sheets including:
 - Sheet 1 – Cover
 - Sheet 2 – Construction Layout Plan
 - Sheet 3 – Operation & Safety Plan- Phase 1
 - Sheet 4 – Operation & Safety Plan- Phase 2
 - Sheet 5 – Demolition Plan South half of Apron
 - Sheet 6 – Demolition Plan North half of apron
 - Sheet 7 – Grading & Drainage South half of Apron
 - Sheet 8 – Grading & Drainage North half of apron
 - Sheet 9 – Plan & Profile Apron
 - Sheet 10 – Plan & Profile Apron
 - Sheet 11 – Plan & Profile Connector Taxiways
 - Sheet 12 – Plan & Profile Connector Taxiways
 - Sheet 13 – Pavement Marking Apron
 - Sheet 14 – Pavement Marking taxiways
 - Sheet 15 – Pavement Marking Details
 - Sheet 16 – Temporary Marking Plan
 - Sheet 17 - Temporary Marking Plan
 - Sheet 18 – Typical Sections
 - Sheet 19-- Electrical
 - Sheet 20 – Civil Details
 - Sheet 21 -- Civil Details
 - Sheet 22 – Electrical Details
16. Prepare preliminary Bidding and Construction Contract Documents and Technical Specifications (75% complete) based on latest version of FAA AC 150/5370-10 "Standards for Specifying Construction on Airports" including the current Regional Notice published by the FAA Airports Districts Office.
17. Prepare a preliminary Engineer's Opinion of Probable Construction Cost Estimate based on construction cost estimates, phasing into workable portions for constructability, budget, and construction schedule and advise the CLIENT as to budget status.
18. Prepare a preliminary Construction Safety and Phasing Plan according to AC 150/5370-2G for evaluation by the CLIENT, Airport, FBO, airport users and agencies. An electronic copy will be

submitted to the FAA Airport District Office for coordination, review, and approval with other FAA lines of business using the airspace process.

19. Prepare the preliminary Engineer's Design Report in conformance with FAA guidelines. The report shall include a Summary of the Project and its specific design issues, Project Schedule, reference to the Construction Safety and Phasing Plan, Modification of Standards, Design Analysis, Pavement Analysis, Geotechnical Investigation Report, and Construction Cost Estimate and Schedule.
20. Conduct in-house quality control/quality assurance review of preliminary design documents.
21. Participate in a preliminary design review meeting with the CLIENT. Anticipate one (1) review meeting with the CLIENT at the Airport, attendance by the Project Manager and Airport Engineer. Review design philosophy, preliminary design drawings, design analysis and project schedules with the CLIENT.
22. Prepare and submit one (1) FAA Form 7460 to airspace the project construction equipment.
23. Submit preliminary documents to FAA (1 copy) and CLIENT (2 copies) for approval.

C. Task 003 Final Design Phase

1. Finalize Bidding and Construction Contract Documents and Technical Specifications based on Peer, CLIENT, and FAA Reviews.
2. Finalize Design Plans based on Peer, CLIENT, and FAA Reviews.
3. Prepare final Construction Safety and Phasing Plan to accommodate varying work components that need to meet prescribed schedules.
4. Complete final quantity calculations and prepare Final Engineer's Opinion of Probable Construction Cost Estimate.
5. Prepare final Engineer's Design Report based on Peer, CLIENT, and FAA Reviews.
6. Submit final documents to FAA (1 copy) and CLIENT (2 copies) for approval.

D. Task 004: Bidding Phase

1. Administer the public bid advertisement process including bid document reproduction and distribution of documents to plan rooms, contractors and suppliers. Submit advertisements to appropriate newspaper(s) and trade magazines as required for publication. Maintain a "bidders list" and distribute plans as requested. Fees for Plan & Specification Reproduction shall be reflected in the "Printing" line below.
2. Provide Pre-Bid Conference coordination to familiarize bidders and interested parties with the construction project scope and requirements. Prepare a detailed agenda and displays, prepare and issue conference minutes. It is anticipated that J-U-B will conduct this meeting at the Airport.
3. Prepare Bid Addendums. Addenda are normally required in response to Contractor questions and/or design changes initiated by the CLIENT and/or the FAA. Engineering estimate includes costs for the preparation of two Addendums.
4. Respond to questions that arise during the Contractor's or supplier's bid preparation process.
5. Assist the CLIENT in conducting the project Bid Opening as required, including preparation of a Project Bid Summary. It is anticipated that J-U-B will coordinate and attend this meeting at Twin Falls City Hall.
6. Prepare detailed Bid Tabulations documenting bid results and submit to CLIENT and the FAA.
7. Assist the CLIENT with review and analysis of bids received. J-U-B will determine his opinion on "responsiveness" of bid submittal. Provide letter of recommendation of award along with price/cost analysis in accordance with FAA Order 5100.38D-Appendix U to CLIENT. Advise the CLIENT of possible action in cases where bids exceed budget for the work to be performed by the Contractor.

E. Subtask 005: Construction Phase

1. Prepare and distribute Notice of Award, Construction Agreement and other contract documents. Review Construction Agreement, bonds and insurance documents submitted by Contractor, and assist CLIENT and Contractor in processing documents for the project.
2. Coordinate with FAA and the CLIENT throughout the award process. Submit bid documentation including copies of all executed contract documents as required by the FAA.
3. Provide pre-construction coordination; prepare a detailed Pre-Construction Conference agenda and displays; conduct a Pre-Construction Conference on behalf of the CLIENT and prepare and issue minutes of the Pre-Construction Conference; include FAA items in conference agenda. It is anticipated that J-U-B will conduct this meeting at the Airport.
4. Review the Contractor's Work Schedule and verify that it is consistent with the requirements of the Contract Documents. Coordinate construction activity schedule with CLIENT and Airport operations.
5. Review submitted shop drawings, Contractor Safety and Security Plan, Quality Control Plan and all submittals required by the Contract Documents. Comment and return all submittals to Contractor for their use and/or revisions and resubmittal.
6. Construction staking shall be provided by the contractor as part of the construction contract. J-U-B will provide benchmarks and horizontal control points for the contractor's use. Prior to start of construction, J-U-B survey crew will provide survey check to confirm control still has not be altered prior. J-U-B will provide Quality Assurance survey of earthwork, gravel and pavement placement, and related quantities at regular intervals throughout the construction process. Presumed to require an 1 hour of PLS and 4 hours of crew per week of construction.
7. Prepare a Construction Management Plan in accordance with FAA guidelines. Incorporate Contractor's Quality Control Plan information into the plan. Submit document to the FAA and CLIENT for review.
8. Organize and conduct weekly construction meetings with CLIENT, Contractor and others as appropriate. The Resident Project Representative will hold these meetings on the construction site.
9. Provide one full-time project representative to monitor and document construction activities as appropriate. It is anticipated that J-U-B will provide a Resident Project Representative for a period of 45 working days at 10 hours per day plus 1.5 hours a day for drive time. In addition, the Project Manager will visit the site once a week (9 visits) for 4 hours each visit plus 1.5 hours of drive time to provide construction review.
10. Provide office administration support and assistance to the Resident Project Representative with the Project Manager or Office Administration as field activities may require.
11. J-U-B shall receive and review the Contractor's monthly requests for payment. J-U-B shall determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction.
12. Monitor and coordinate Contractor Quality Control Testing Program pursuant to current FAA specifications for Quality Control and Quality Assurance. It is anticipated that J-U-B will monitor and test for Quality Assurance testing on asphalt placement only, through the use of a subconsultant. Fees for the Geotechnical Testing Firm Subconsultant shall be reflected in the "Subconsultant" line below.
13. The pavement contract on this project is expected to exceed \$500,000; as such a Quality Control (QC)/ Quality Assurance (QA) Workshop shall be conducted by the ENGINEER in accordance with the latest version of AC 150/5370-12.
14. Assist CLIENT with review of Contractor Wage and EEO documentation review. Conduct Wage interviews with Contractor personnel as required.

15. Coordinate with CLIENT and FAA throughout the construction process. Submit required construction documentation, including weekly activity report forms, mix designs, change orders, etc. Coordinate with CLIENT and FAA verbally concerning change orders, as required.
16. Prepare Contract Change Order/Supplemental Agreements in accordance with FAA Order 5100.38D-Appendix U. Conduct services associated with evaluation, negotiation, and preparation and processing of Contract Change Orders or Supplemental Agreements. Cost estimate is based on the production of two Change Orders.
17. Conduct final and substantial completion inspections. The apron project will be constructed in two phases. With the completion of each phase a substantial completion and punch list will be performed. Therefore, two substantial completions and a combined final completion will take place during the project. Produce substantial and final completion inspection certificates and field review and documentation of "punch list" items.
18. Conduct as-built AGIS survey for General Aviation apron expansion. Survey acquisition will be performed for this project in accordance with AC 150/5300-16B and 18B. Tasks for this element are based on the Table 2.1 column Construction - Airside from AC 150/5300-18B. The Airport will provide site information and access to the site. All survey data shall be tied to the National Spatial Reference System (NSRS) through the National Geodetic Survey (NGS) Online Positioning User System (OPUS) and projected to the 2011 adjustment of the North American Datum of 1983 (NAD 1983(2011) Idaho State Plane Coordinate System, Central Zone (1102) horizontal datum and the North American Vertical Datum of 1988 (NAVD 1988) vertical datum. Survey notes and records will be prepared in accordance with industry standards of practice. J-U-B will coordinate with the airport and abide by appropriate procedures to gain access to privately owned lands. The general scope of the AGIS work will include the following:
 - a. J-U-B will assist the airport sponsor in establishing a new airport survey project on the Airport Data Information Portal (ADIP) website.
 - b. J-U-B will prepare and submit a Statement of Work (SOW) for the survey project to the ADIP website prior to commencement of fieldwork.
 - c. J-U-B will develop a Survey and Quality Control Plan (SQCP).
 - d. J-U-B will meet with field crews, engineers, and airport staff to conduct airport interviews and prepare documentation of survey conditions and procedures in accordance with AC 150/5300-18B.
 - e. J-U-B will establish temporary geodetic control points according to guidelines established in AC 150/5300 16B. Establish a tie to the NSRS by establishing temporary geodetic points in accordance with AC 150/5300-18B section 2.6.10.1.1.
 - f. J-U-B will document features requiring appropriate photos and preparing required sketches. Processing collected data and preparing for upload to AGIS website.
 - g. J-U-B will process all surveyed and mapped features to be delivered in the Airport GIS geodatabase schema and then upload survey data to the ADIP website to include the following newly constructed features:
 - Apron
 - Marking line.
 - h. J-U-B will develop and provide the Final Survey Report with appropriate documentation to the ADIP website for the airport survey project.
19. Prepare Record drawings of "As Constructed" revisions to Design and Construction Drawings for project improvements as provided by the contractor. Provide CLIENT and FAA with copies of Record Drawings and one electronic copy to be submitted to the FAA as required. Provide CLIENT with one set of prints of Record Drawings.

F. Subtask 006: Project Closeout Phase

1. Prepare the final project report *per the Northwest Mountain Airport Division Standard Handout 620-05* and close-out documents according to FAA requirements and submit to CLIENT and FAA.
2. Prepare an Airport Layout Plan Set (ALP) Revision to document improvements. A draft copy of the revised ALP will be submitted to the FAA and CLIENT for review. Upon review and comment changes, copies will be distributed to the FAA and CLIENT for signatures.
3. Report Disadvantaged Business Enterprise (DBE) project participation to FAA dbE-Connect including all calculations and background information for review and approval.
4. 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.
5. 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

- No SMS plan is required on this project during the design or other portions of the project.
- No initial AGIS survey is required for this project.

ATTACHMENT 1B

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
CLIENT: City of Twin Falls and Twin Falls, Idaho
JOB NUMBER:
DATE: June 14, 2022

FEU-B ENGINEERING FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal \$210.00	Project Manager \$185.00	Aviation Engineer \$160.00	CAD Designer \$119.00	Project Designer (EIT) \$124.00	Survey PLS \$198.00	2-Person Survey Crew \$193.00	Admin. \$53.00	Construct Observer \$115.00	Trips	TOTAL HRS	TASK DIRECT COSTS
A. Project Formulation Phase													
1	Conduct Pre-Design Meeting	0	4	8	0	0	0	0	2	0	1	14	\$2,126.00
2	Project Scope Development & Formulation	1	8	2	0	0	0	0	0	0		11	\$2,010.00
3	Prepare Cost Proposal	2	8	0	0	0	0	0	0	0		10	\$1,900.00
4	Provide Blank Person-Hour Spreadsheet	0	0	2	0	0	0	0	0	0		2	\$320.00
5	Prepare Professional Service Agreement	1	2	0	0	0	0	0	6	0		9	\$898.00
6	Prepare FAA Grant Application	0	2	0	0	10	0	0	0	0		12	\$1,610.00
7	Prepare FAA Sponsor Certifications	0	2	0	0	4	0	0	0	0		6	\$866.00
8	Prepare and Submit DBE Annual Reporting	0	0	0	0	12	0	0	0	0		12	\$1,488.00
9	Prepare FAA Quarterly Reports	0	12	12	0	0	0	0	12	0		36	\$4,776.00
10	Attend City Council/Advisory Board Meetings	0	24	0	0	0	0	0	0	0	8	24	\$4,440.00
11	Prepare Request for Reimbursements	0	8	0	0	8	0	0	12	0		28	\$3,108.00
12	Assist Coordination FAA SSC, Tech Ops	0	2	4	0	0	0	0	0	0		6	\$1,010.00
B. Preliminary Design Phase													
1	Perform Site Walk Through	0	2	2	6	0	0	0	0	0	1	10	\$1,404.00
2	Perform Field Survey	0	2	0	4	0	6	12	0	0	2	24	\$4,350.00
3	Administer Geotechnical Subconsultant Contract	0	2	4	0	0	0	0	2	0		8	\$1,116.00
4	Analyze Geotechnical Testing Data	0	1	2	0	0	0	0	0	0	1	3	\$505.00
5	Coordinate with Electrical Contractor	0	2	1	0	0	0	0	0	0	1	3	\$530.00
6	Prepare and Submit SPHS	0	2	0	2	0	0	0	0	0		4	\$608.00
7	Design	0	4	8	0	2	0	0	0	0		14	\$2,268.00
8	Perform Analysis Existing Geometric Layout	0	2	8	8	6	0	0	0	0		24	\$3,346.00
9	Analyze Existing Storm Water Drainage System	0	2	8	8	6	0	0	0	0		24	\$3,346.00
10	Address Subsurface Drainage Requirements	0	2	8	2	2	0	0	0	0		14	\$2,136.00
11	Perform Analysis Existing Runway/Taxiway Grading	0	2	2	8	6	0	0	0	0		18	\$2,386.00
12	Determine Operational and Phasing Effects	0	2	6	2	0	0	0	0	0		10	\$1,568.00
13	Confirm with FAA regarding CATEx	0	2	6	0	0	0	0	0	0		8	\$1,330.00
14	Assemble Base Data and Maps	0	0	2	10	0	0	0	0	0		12	\$1,510.00
15	Prepare 75% Preliminary Plans (22 Sheets)	0	2	8	36	48	0	0	0	0		94	\$11,886.00
16	Prepare 75% Preliminary Contract Docs & Specs	0	2	12	0	20	0	0	0	0		34	\$4,770.00
17	Prepare Engineers Estimate	0	1	2	0	4	0	0	0	0		7	\$1,001.00
18	Prepare CSPP	0	2	4	1	8	0	0	0	0		15	\$2,121.00
19	Prepare Preliminary Engineer's Design Report	0	4	10	0	8	0	0	0	0		22	\$3,332.00
20	Conduct In-House QC Review	4	8	0	0	0	0	0	0	0		12	\$2,320.00
21	Hold Preliminary Design Review Meeting	0	6	12	0	0	0	0	0	0	1	18	\$3,030.00
22	Prepare 7460	0	2	2	0	0	0	0	0	0		4	\$690.00

ATTACHMENT 1B

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
CLIENT: City of Twin Falls and Twin Falls, Idaho
JOB NUMBER:
DATE: June 14, 2022

4.0-B ENGINEERING FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal \$210.00	Project Manager \$185.00	Aviation Engineer \$160.00	CAD Designer \$119.00	Project Designer (EIT) \$124.00	Survey PLS \$198.00	2-Person Survey Crew \$193.00	Admin. \$53.00	Construct Observer \$115.00	Trips	TOTAL HRS	TASK DIRECT COSTS
23	Submit Preliminary Documents	0	2	2	0	0	0	0	2	0		6	\$796.00
C. Final Design Phase													
24	Finalize Contract Docs & Specs	0	4	12	12	8	0	0	0	0		36	\$5,080.00
25	Finalize Construction Plans	0	2	8	16	12	0	0	0	0		38	\$5,042.00
26	Prepare Final CSPP	0	1	4	8	4	0	0	0	0		17	\$2,273.00
27	Complete Final Quantity Calculations	0	2	6	0	8	0	0	0	0		16	\$2,322.00
28	Prepare Final Engineer's Design Report	0	1	4	2	0	0	0	0	0		7	\$1,063.00
29	Submit Final Documents to FAA & Owner	0	1	4	0	4	0	0	0	0		9	\$1,321.00

ATTACHMENT 1B

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
CLIENT: City of Twin Falls and Twin Falls, Idaho
JOB NUMBER:
DATE: June 14, 2022

J-L-B ENGINEERING FEE ESTIMATE (DESIGN)

TASK NO	PROJECT TASK	Principal \$210.00	Project Manager \$185.00	Aviation Engineer \$160.00	CAD Designer \$119.00	Project Designer (EIT) \$124.00	Survey PLS \$198.00	2-Person Survey Crew \$193.00	Admin. \$53.00	Construct Observer \$115.00	Trips	TOTAL HRS	TASK DIRECT COSTS
LABOR:													
	Total Labor + Overhead Subtotal	8	139	175	125	180	6	12	36	0	15	681	\$98,002.00
	Fixed Fee							15%					\$14,700.30
	Total Labor + Overhead+ Fixed Fee												\$112,702.30
EXPENSES:													
		Cost Per Unit	Air Trips	Ground Trips	Days	Hours	Trip Miles		Markup				
	Mileage	\$0.625		15			18		1.0				\$168.75
	Per Diem	\$0.00			0				1.0				\$0.00
	GPS Survey Unit	\$41.02				12			1.0				\$492.24
	Printing/Phone/Supplies/Office Expenses	\$150.00							1.0				\$150.00
SUBCONSULTANTS:													
1	Geotechnical Subconsultant						\$7,750		1.0				\$7,750.00
2	Electrical Subconsultant								1.0				\$0.00
3									1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$112,702.30
	Subtotal - Expenses												\$810.99
	Subtotal - Subconsultants												\$7,750.00
	Total - Project Design Fees												\$121,263.29

ATTACHMENT 1B

PROJECT TITLE: FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL
CLIENT: City of Twin Falls and Twin Falls, Idaho
JOB NUMBER:
DATE: May 24, 2022

J-T-B ENGINEERING FEE ESTIMATE (Bidding and Construction)

TASK NO	PROJECT TASK	Principal \$210.00	Project Manager \$185.00	Aviation Engineer \$160.00	CAD Designer \$119.00	Project Designer (EIT) \$124.00	Survey PLS \$198.00	2-Person Survey Crew \$193.00	Admin. \$53.00	Construct Observer \$115.00	Trips	TOTAL HRS	TASK DIRECT COSTS
D. Bidding Phase													
1	Administer Bidding Process	0	4	8	0	0	0	0	10	0		22	\$2,550.00
2	Provide Pre-Bid Conference	0	6	8	0	8	0	0	0	0	1	22	\$3,382.00
3	Prepare Bid Addendums	0	4	8	0	6	0	0	0	0		18	\$2,764.00
4	Respond to Contractors Questions.	0	6	4	0	10	0	0	0	0		20	\$2,990.00
5	Assist with Bid Opening	0	2	4	0	0	0	0	6	0	1	12	\$1,328.00
6	Prepare Bid Tabulations	0	2	4	0	0	0	0	6	0		12	\$1,328.00
7	Prepare Bid & Cost Analysis	0	4	8	0	0	0	0	0	0		12	\$2,020.00
E. Construction Phase													
1	Prepare Construction Award Documents	0	2	0	0	8	0	0	0	0		10	\$1,362.00
2	Coord with FAA & Client on Award	0	2	0	0	2	0	0	0	0		4	\$618.00
3	Conduct Pre-Construction Conference	0	2	4	0	0	0	0	0	4	1	10	\$1,470.00
4	Review & Coordinate Contractor Schedule	0	2	0	0	0	0	0	0	2		4	\$600.00
5	Review Shop Drawings & Submittals	0	2	4	0	0	0	0	0	8		14	\$1,930.00
6	Provide Construction Surveying	0	0	0	0	0	6	16	0	0	2	22	\$4,276.00
7	Prepare Construction Management Plan	0	1	2	0	0	0	0	0	10		13	\$1,655.00
8	Conduct Weekly Construction Meetings	0	10	0	0	0	0	0	0	6	6	16	\$2,540.00
9	Provide Construction Observation	0	20	10	0	0	0	0	0	450	54	480	\$57,050.00
10	Provide Office Administration Support	0	1	2	0	0	0	0	20	0		23	\$1,565.00
11	Review Contractor's Pay Request	0	1	0	0	0	0	0	0	12		13	\$1,565.00
12	Monitor Quality Control Testing	0	1	0	0	0	0	0	0	10		11	\$1,335.00
13	Conduct QC/QA Workshop	0	1	0	0	0	0	0	4	8	1	13	\$1,317.00
14	Review Contractor Wage & EEO Docs	0	1	4	0	0	0	0	0	10		15	\$1,975.00
15	Coordinate With Client & FAA	0	4	0	0	0	0	0	0	4		8	\$1,200.00
16	Prepare Construction Change Orders	0	4	6	0	0	0	0	0	6		16	\$2,390.00
17	Conduct Final & Substantial Completion	0	4	0	0	0	0	0	0	4	1	8	\$1,200.00
18	Conduct AGIS As-Built Survey	0	2	0	10	10	10	0	0	0	2	32	\$4,780.00
19	Prepare Record Drawings	0	2	0	4	0	0	0	0	4		10	\$1,306.00
F. Project Close Out Phase													
1	Prepare Final Report	0	2	8	0	0	0	0	0	24		34	\$4,410.00
2	Update ALP Drawing	0	2	0	6	0	0	0	0	4		12	\$1,544.00
3	Report DBE Project Participation	0	0	2	0	6	0	0	0	0		8	\$1,064.00
4	Assist with Independent Audit	0	4	0	0	0	0	0	4	0		8	\$952.00
5	Assist with 5-year CIP	0	6	0	4	4	0	0	0	0		14	\$2,082.00

ATTACHMENT 1B

PROJECT TITLE:		FY 2022 Magic Valley Airport Project AIP 3-16-0036-055-2022 BIL											
CLIENT:		City of Twin Falls and Twin Falls, Idaho											
JOB NUMBER:													
DATE:		May 24, 2022							J-U-B ENGINEERING FEE ESTIMATE (Bidding and Construction)				
TASK		Principal	Project Manager	Aviation Engineer	CAD Designer	Project Designer (EIT)	Survey PLS	2-Person Survey Crew	Admin.	Construct Observer	Trips	TOTAL	TASK DIRECT
NO	PROJECT TASK	\$210.00	\$185.00	\$160.00	\$119.00	\$124.00	\$198.00	\$193.00	\$53.00	\$115.00		HRS	COSTS
LABOR:													
	Total Labor + Overhead + Fixed Fee	0	104	86	24	54	16	16	50	566	69	916	\$116,548.00
	Fixed Fee							15%					\$17,482.20
	Total Labor + Overhead+ Fixed Fee												\$134,030.20
		Cost	Air	Ground			Trip						
EXPENSES:		Per Unit	Trips	Trips	Days	Hours	Miles		Markup				
	Mileage	\$0.625		69			18		1.0				\$776.25
	Per Diem	\$0.00			0				1.0				\$0.00
	Airfare	\$0.00							1.0				\$0.00
	GPS Survey Unit	\$41.02				16			1.0				\$656.32
	Printing	\$150.00							1.0				\$150.00
SUBCONSULTANTS:													
1	Construction Field Testing						\$11,837		1.0				\$11,837.00
2									1.0				\$0.00
3									1.0				\$0.00
	Subtotal - Labor + Overhead + Fixed Fee												\$134,030.20
	Subtotal - Expenses												\$1,582.57
	Subtotal - Subconsultants												\$11,837.00
	Total - Project Construction Admin Fees												\$147,449.77



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

J-U-B ENGINEERS, INC.

Standard Exhibit A – Construction Phase Services

**Client
Name:**

City of Twin Falls and Twin Falls County

Project: GA Apron Expansion

The FAA Agreement for Professional Services dated _____, 2022 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'FAA Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- | | |
|--|--|
| ☒ Yes

☐ No | 1. <i>General Administration of the Contract Documents.</i> Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers. |
|
☒ Yes

☐ No |
2. <i>Pre-Construction Conference.</i> Participate in a pre-construction conference. |

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

☒ Yes
☐ No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

☐ Yes
☐ No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

☒ Yes
☐ No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

☒ Yes
☐ No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

☒ Yes
☐ No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

☒ Yes
☐ No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

☒ Yes
☐ No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

☒ Yes
☐ No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- ☒ Yes 10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- ☐ No
-
- ☒ Yes 11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- ☐ No
-
- ☒ Yes 12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- ☐ No
-
- ☒ Yes 13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- ☐ No
-
- ☒ Yes 14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- ☐ No
-
- ☒ Yes 15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.
- ☐ No

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- | | |
|--|--|
| ☐ Yes
☒ No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☐ Yes
☒ No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☐ Yes
☒ No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☐ Yes
☒ No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ Yes
☒ No | 5. <i>Defective Work.</i> Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present. |
| ☒ Yes
☐ No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ Yes
☐ No | 7. <i>Record Drawings.</i> Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor. |
| ☐ Yes
☒ No | 8. <i>Warranty Inspection.</i> In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction. |
| ☒ Yes
☐ No | 9. <i>Additional Tasks.</i> Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement. |

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
- 3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
- 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
- 7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J U B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J U B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J U B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.



Date: Monday, August 15, 2022
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

Presentation: Discussion of the Fiscal Year 2022-2023 Tentative Budget for the City of Twin Falls.

Time Estimate

The estimated amount of time this item will take is 30 minutes plus time to answer questions.

Background

The City of Twin Falls is in south-central Idaho along the scenic Snake River canyon. With a population of approximately 53,213 residents, Twin Falls is the eighth largest city in Idaho and encompasses 18.16 square miles. It is located in Twin Falls County, which covers approximately 1,928 square miles of mostly irrigated agriculture land and has a total population of 92,243. Twin Falls is located 135 miles east of Boise and 218 miles north of Salt Lake City.

The State of Idaho defines city government as a municipal corporation. It is with that mindset this budget has been developed. We are pleased to present to you the recommended Budget for Fiscal Year 2022-2023 (FY2023). This budget represents hundreds of hours of thoughtful work by dozens of people in developing the spending plan for our organization for the coming fiscal year.

The proposed budget is presented for your consideration with the commitment and confidence that it effectively funds the varying needs of the community. It provides a strong financial plan, while ensuring a superior level of municipal services to our citizens. We are confident the projections and estimates are conservative, yet reasonable, and accurately reflect anticipated revenues and municipal needs. We look forward to working with you to achieve all the goals set forth in this proposed budget.

Underlying Twin Falls' success is a unifying commitment across the organization to exercise fiscal discipline, deliver services with maximum efficiency, and provide improved results to the entire community. Undoubtedly, we will be continually challenged to maintain a structurally balanced budget once it is achieved.

The proposed budget is balanced and in accordance with the state law and GFOA best practices. The combined proposed expenditures and transfers total \$83,636,229, which is a \$9,273,530 (12.47%) increase compared to the current year budget of \$74,362,699. In the 2023 fiscal year budget, we are recommending Government Fund-Type expenditures, those funds that receive some of their funding from property tax revenues, increase by \$3,420,239 (7.37%). Enterprise and Non-Tax Supported Fund-Type expenditures have increased by \$5,853,291 (20.94%).

While the budget does not fund all capital initiatives and projects in the entire organization, it does meet the City Council priorities for service delivery. It recognizes that our local economy continues to experience unprecedented growth.

The budget has been formulated by reflecting on a philosophy of the following:

- Providing solid, efficient, high-quality, core governmental services
- Effectively allocating resources to meet citizen needs
- Ensuring affordability and long-term sustainability
- Pursuing opportunities to partner with other public providers
- Valuing our employees

Public Input and Transparency

The City Council will adopt the final budget for FY 2023 after the public hearing which is scheduled to occur on August 22, 2022 at 6:00 PM.

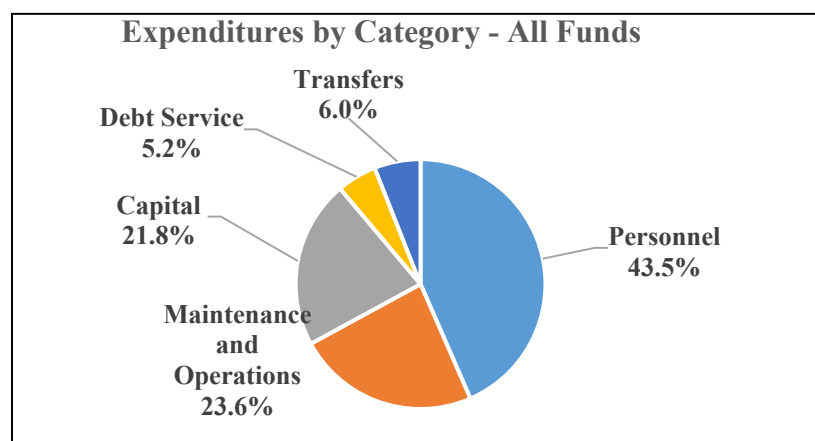
Connection to the City's 2030 Strategic Plan

Twin Falls is a vital, growing, and changing city. We have constructed processes and policies that help us in shaping growth and taking advantage of opportunities as they are presented. We continue to focus on the focus area contained in the City's 2030 Strategic Plan, just as we have for the past seven budget cycles. The current Strategic Plan was updated in March 2018 after an extensive open, citizen-driven process. The City's FY2020 budget allocates funds for needed projects and critical services collectively designed to help the City take the "next step" in realizing the community's 2030 vision of Twin Falls.

2022-2023 Fiscal Year Budget Summary

Most cities, including the City of Twin Falls, have historically focused on the "net budget," which is the total budget, as presented above, less fund transfers. The total net budget for FY 2023 is \$78,630,390, or \$9,165,449 (13.19%) larger than the \$69,464,941 total for the current fiscal year. Both methods are acceptable. From this point forward, and just as we have done historically, we will be focusing on the net budget.

Expenditures in this budget are classified under one of five major categories: Personnel, Maintenance and Operations, Capital, Debt Service and Transfers. The graph below shows the relative percentage of FY 2023 budget expenditures for the five major categories in all funds combined.



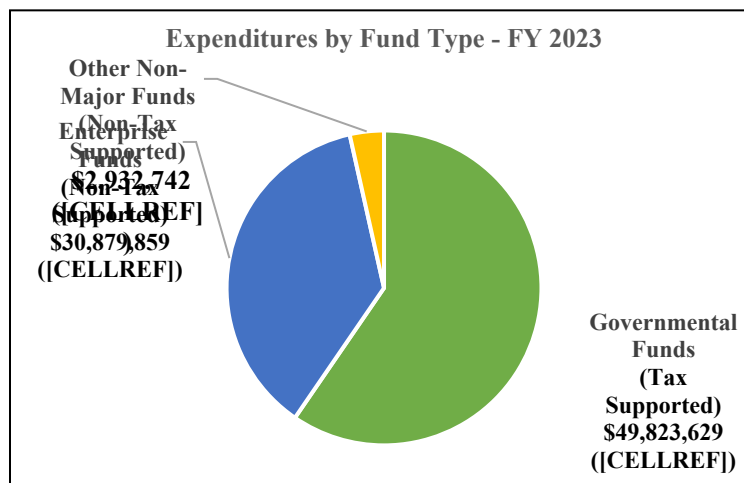
In most government agencies, personnel costs (salaries, wages and benefits) normally represent the largest of the expenditure categories. While municipal governments also devote a large amount of their resources to personnel, the significant investment in infrastructure drives the percentage of the budget devoted to operating and capital costs higher than most other government agencies.

Fiscal Year 2022-2023 Expenditures

The most commonly recognized government activities are conducted through **Tax Supported or Governmental Funds**. The Tax Supported or Governmental Fund umbrella includes the following funds: General, Street, Street Light, Airport, Library, Capital Improvement, Pool, Insurance, and Fireworks. Revenues in these funds are derived primarily from property taxes, licenses and permits, intergovernmental grants, shared revenues from the state of Idaho (sales tax, gas tax, etc.), and federal entitlements.

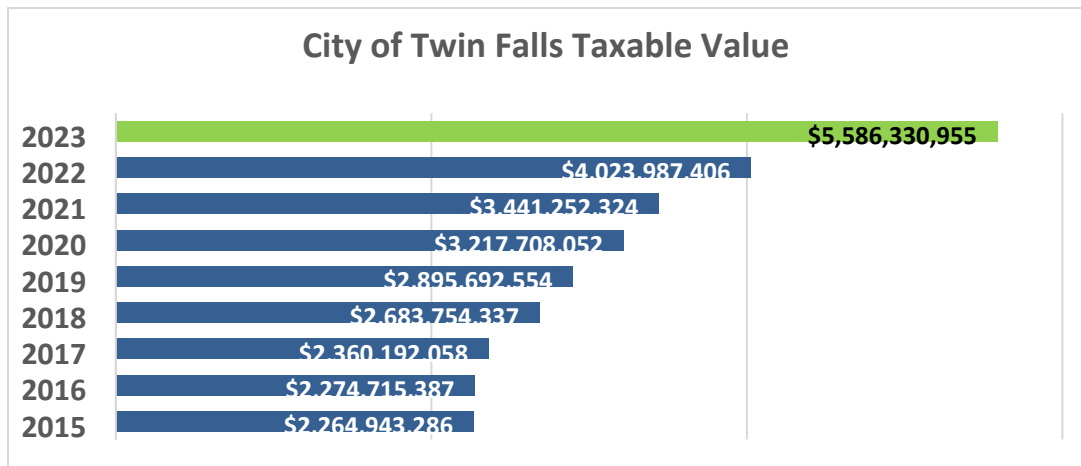
Enterprise Funds account for services financed through the assessment of user fees. The main goal or purpose of these business-like funds is to provide services to customers at a price that will cover both the current cost of operations and the purchase and maintenance of necessary capital assets. The City has five separate and distinct Enterprise Funds, which include the City's Water (supply, distribution, irrigation and utility services), Wastewater (collection and treatment), Sanitation, Dierkes/Shoshone Falls, and Common Area Maintenance Funds.

Other Non-Major Funds account for capital project, internal service, and miscellaneous funds. Included are the Impact Fee, Historic Preservation, Airport Construction, Shop, Seizures & Restitution, and CDBG Funds.



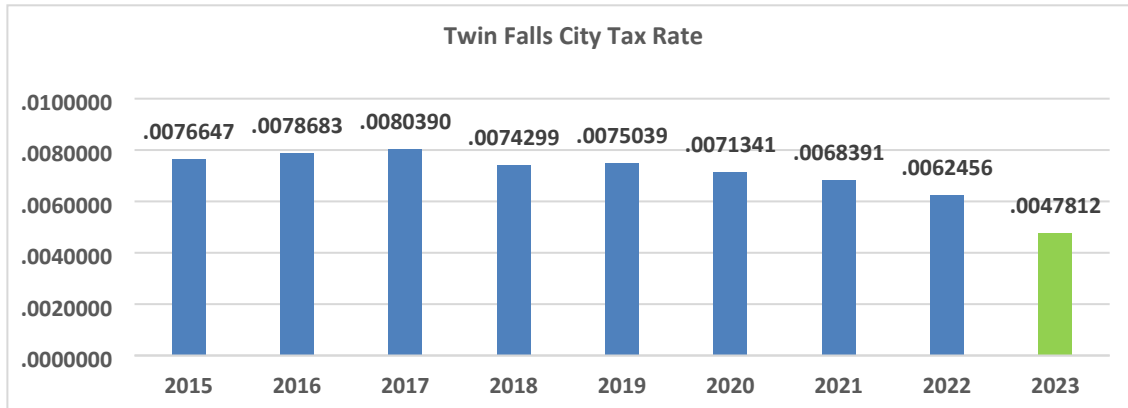
Total Assessed Valuation

According to the Twin Falls County Assessor's Office, from FY 2022 to FY 2023, the City of Twin Falls' total taxable valuation increased by \$1,562,343,549, or 38.83%, from \$4,023,987,406 to \$5,586,330,955, of which \$116,197,863 is the from the net new construction roll (90% of the total valuation of \$129,108,737). New construction activity will result in \$545,373 in new revenue. The total increase in valuation is in addition to the \$582,735,082 that was realized in the prior fiscal year. Over the course of the past two fiscal years, the City's total taxable valuation has increased by \$2,145,078,631 or 62.33%. This year's increase in taxable value is equivalent to the cumulative increase that occurred between from 2018 to 2022. As illustrated below, the taxable value used to calculate the FY 2023 tax rate for the City of Twin Falls is the largest in its history.



It is important to note the City's taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas. The entirety of the URA properties are in the City and have a value of in excess of \$814 million. Collectively, the taxable values for both the City of Twin Falls and Twin Falls Urban Renewal Agency exceed \$6.4 billion. There are many factors that influence the City's total taxable value. Some of the larger factors include an increase in the base value from reappraisals performed by the Twin Falls County Assessor's Office, growth from new construction, and property incorporated into the City through annexation.

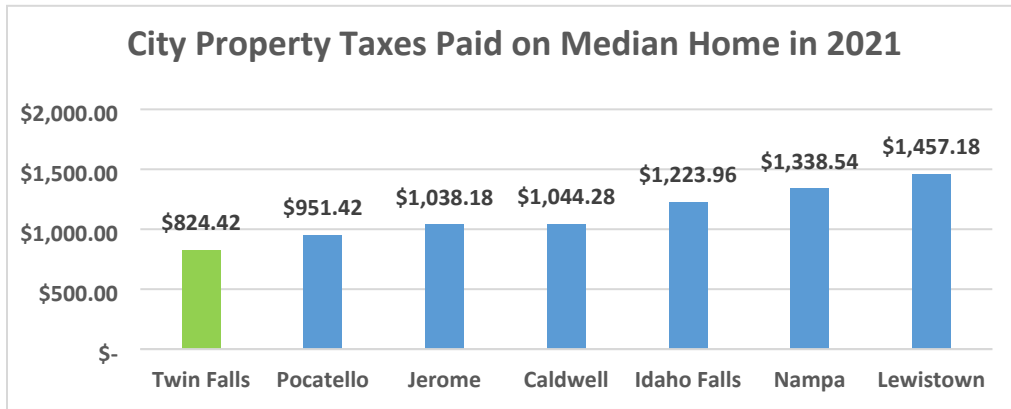
Cities in Idaho do not have control of and cannot determine their community taxable value. That responsibility is assigned to the County Assessor's Office. Based on the taxable value presented above, the City's tax rate for FY 2023 will be \$4.78/\$1,000 (.00478116) of taxable value, which is the lowest issued by the City.



Additional property tax collections and comparisons, rate adjustments, expenditures and economic indexes are discussed in more detail in other sections of this budget document.

How does our Tax Rate compare to the other, large full-service Idaho cities?

We are often asked the question, "how does our tax rate compare?" The table and graph provided below are intended to provide an approximate answer to that question. Although only intended to be a rough illustration, the table and graph represent the amount of property tax paid on a median-valued, owner occupied home in each of the larger, full-service cities in Idaho. The information used in the table was collected from the Associated Taxpayers of Idaho's 2021 Levy Book (tax rate) and Zillow. *Note: Idaho's median value of an owner-occupied home for this same period of time was \$350,000.*



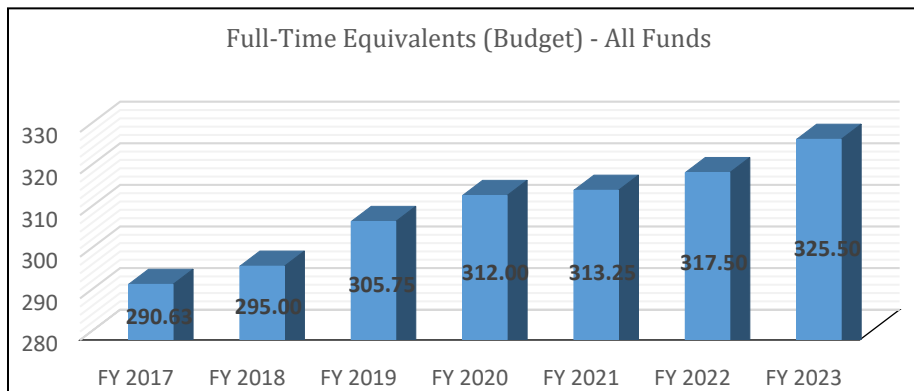
The cities of Boise and Meridian were intentionally excluded because they are not directly responsible for the transportation systems in their communities; that responsibility lies primarily with the Ada County Highway District (ACHD). ACHD is an independent taxing authority specifically created for the purpose of maintaining the transportation system in these communities. For FY 2023, the Street Fund budget for the City of Twin Falls is \$6,322,134, or approximately 12.82% of the total for tax supported funds.

Personnel

Focus area 8 of the City's 2030 Strategic Plan states, *"The City of Twin Falls strives to carry out its mission with unquestioned integrity, and the highest ethical standards...In support of the desired effectiveness, the elected leadership works in close partnership with appointed professionals carrying out clear policy directives. A high level of competency is provided from a lean, properly compensated and respected core staff."*

The City of Twin Falls FY 2022 budget included a total of 317.5 full-time professionals working to deliver services to the citizens of Twin Falls. The FY 2023 budget recognizes several employee additions, reductions, and adjustments. New FTEs include:

- A Deputy Prosecuting Attorney
- An Engineering Traffic Technician
- A Water Operator position
- A Deputy Fire Chief position
- A Planning & Zoning Technician (*CDBG, previously approved*)
- Four Police Officers (*COPS Grant, previously approved*)



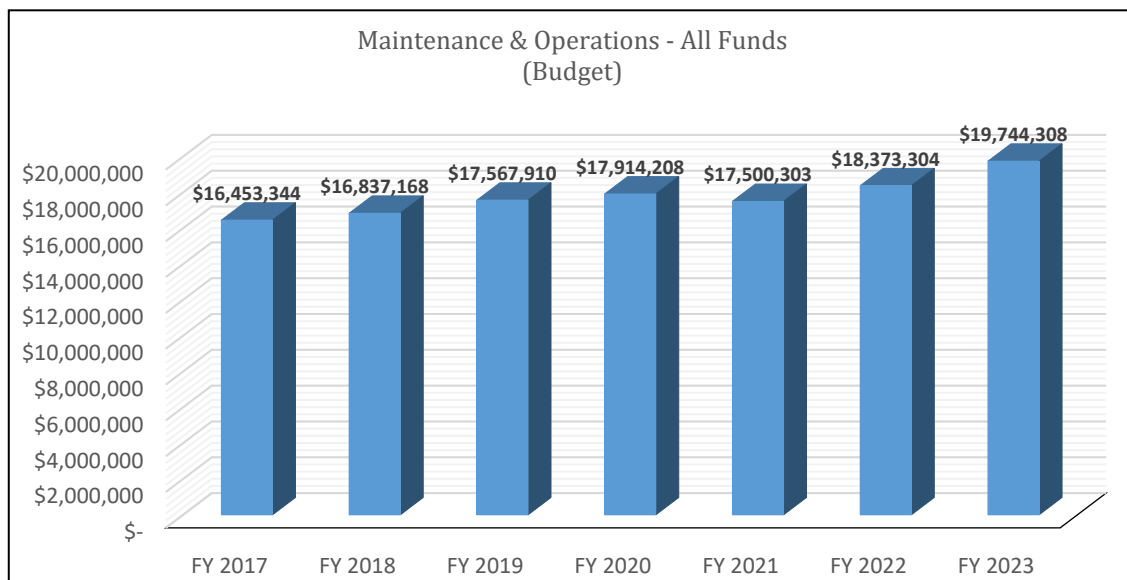
Our employees are our most important resource. Without the service of our employees, we cannot accomplish any of our strategic planning goals and caring for our employees continues to be a guiding principle in the creation of our budget. The FY 2023 budget includes funding for the following changes in compensation: 5% performance adjustment, 2% table adjustment, one-time payment of \$2,000, and continuation of our retention pay program

As an organization, we have made significant strides toward improving our competitive place in the labor market over the last several years. Our salary tables have increased by 40% since 2011, and we continue to offer our retention pay program that began in December 2018. Compensation is a key component in being an employer of choice, and we feel that these continued adjustments help us maintain that designation. We also believe that there is room to improve the competitiveness of our salaries for specific positions and create challenging opportunities for employees to develop new skills. We will continue to push salaries forward in the coming fiscal years as the economy recovers.

Maintenance & Operational Costs

This category includes funding for a wide-range of typical activities, including office supplies, fuels, electricity, travel, training, uniforms, building/equipment repair and maintenance, and expenditures for durable goods. The City makes allocations in these areas that are based on actual expenditures from previous fiscal years, economic trends, and the municipal cost index.

The FY 2023 budget allocates \$19,744,308 to cover expenses associated with maintenance and operations. In comparison, the allocation for FY 2022 was \$18,373,304. This is an increase of \$1,371,004 (7.5%) across all funds. CDBG amounts budgeted under M&O lines in FY 2020 and FY 2021 are not included in the totals.



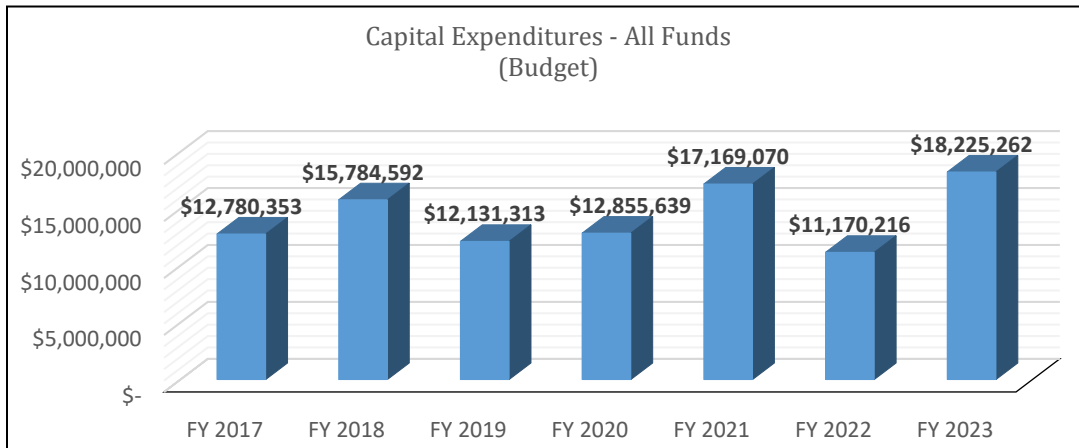
Capital Improvements

Capital improvements are investments made in our infrastructure. Six of the eight primary focus areas in the City of Twin Falls 2030 Strategic Plan are considered “capital dependent.” Capital financing is necessary for the ongoing development, expansion, maintenance, and repair of these capital assets, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City.

The City of Twin Falls owns and maintains a diverse collection of assets and facilities, which include:

- 103 buildings and structures throughout Twin Falls, ranging from the Magic Valley Regional Airport to administrative buildings; from police and fire stations to water delivery and treatment structures;
- 1,476 acres of open spaces and developed park lands, including world-class amenities such as Auger Falls, Shoshone Falls and Dierkes Lake;
- 640 lane miles to maintain.

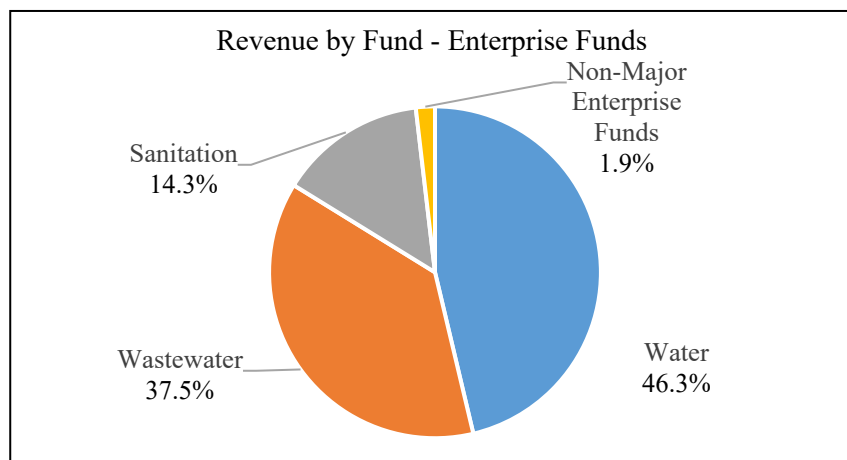
In total, the FY 2023 budget allocates \$18,225,262 to fund needed, critical, and desired capital improvements, one-time equipment purchases and projects, and community amenities. Compared to the FY 2022 budget of \$11,170,216, this is an increase of \$7,055,046, or 63.16%. The increase is primarily due to total capital projects in the Water Fund increasing by \$4,919,975.



As illustrated in the graph above, the City of Twin Falls has budgeted \$100,116,445 for capital expenditures since 2017. In addition (not included in graph), since 2012, \$57,466,359 has been spent on Wastewater Treatment Plant Improvements (\$45,570,000), City Hall (\$7,732,252), and the Public Safety Complex (\$4,164,107).

Major Enterprise Fund Revenues

Enterprise Fund revenues total \$30,879,859 (increase of \$6,623,595, or 27.31%), which includes \$2,304,069 for capital projects funded with cash reserves.



Water Fund

The budget for capital in the Water Fund is \$6,171,750, which is \$4,919,975 (393.04%) more than the FY 2022 total of \$1,251,775. The allocation is derived from anticipated revenue and reserves totaling \$14,645,494, or an increase of \$1,490,149 (11.33%) compared to FY 2022 funding of 13,155,345.

When debt related to arsenic compliance was paid off in September 2021, FY 21-22 water user rates were increased to provide funding for future capital projects. Some of the additional revenue was not budgeted for use in FY 21-22 but has been included for FY 22-23 capital projects. In addition, approximately \$1.3 million of reserves is being used to fund capital projects.

The City will have one bond issuance in the water fund remaining after the 2022 payments are made: the 2012C Bond has one principal payment left of \$355k that will be made in FY 2022 and the 2017A Bond will have \$1.57M outstanding in FY 2023, with annual payments around \$825k until 2024. Budgeted revenue and reserves in the Water Fund total \$15,145,494. This is an increase of \$1,990,149 (15.13%) compared to the FY 2022 total of \$13,155,345.

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collection and wastewater treatment. FY 2023 wastewater user rates remain the same as they were in FY 2021 and FY 2022. Budgeted revenues and reserves in the Wastewater Fund total \$11,808,820, which compared to the FY 2022 total of \$10,347,749 is an increase of \$1,461,071 (14.12%).

Sanitation Fund

The City's Sanitation Fund supports the City's sanitation and recycling programs. FY 2023 sanitation user rates will remain the same as they were in FY 2022. Budgeted revenue in the Sanitation Fund totals \$4,134,290, which compared to the FY 2022 total of \$3,781,162 is an increase of \$353,128 (9.34%).

Will it cost more for City Services?

As developed and submitted for consideration, City staff projects the average citizen will cost the average citizen \$24.06 more per month, \$288.74 per year. The table illustrates the projected impact on the average resident in Twin Falls.

	FY 21-22 Adopted Budget	FY 22-23 Recommended Budget	Variance
Property Tax	Tax Rate: \$6.25/\$1,000 of taxable value	Tax Rate: \$4.78/\$1,000 of taxable value	Tax Rate: -\$1.47/\$1,000 of taxable value
Median Value of Owner-Occupied Home:			
FY 2023 - \$358,000 (January 2022)	\$825.00 (annual)	\$1,113.74 (annual)	\$288.74 (annual)
FY 2022 - \$257,000 (January 2021)	\$68.75 (monthly)	\$92.81 (monthly)	\$24.06 (monthly)
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons	\$51.88	\$51.88	\$0.00
Sewer - 12,000 gallons	\$30.07	\$30.07	\$0.00
Sanitation & Recycling	\$19.62	\$19.62	\$0.00
Total Utility Bills	\$101.57	\$101.57	\$0.00
Monthly Total of Property Tax and Utility Bills	\$170.32	\$194.38	\$24.06

Approval

No vote will be taken at this meeting.

Budget Impact:

There are no current budgetary or financial impacts from the conversation. From this process, we will establish the Fiscal Year 2022-2023 Budget for the City of Twin Falls.

Regulatory Impact:

- Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."
- Idaho Code §50-235 empowers each city council of each city to levy taxes for general revenue purposes
- Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance
- Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services. This section also states that taxing entities can only increase property tax collections by a maximum of three percent (3%) annually, plus value of new construction and annexation added during the previous calendar year, and forgone taxes that have been accumulated and reserved in prior fiscal years

Attachments

Recommended Budget for FY 2022-2023 can be found online.



Date: Monday, August 15, 2022
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning & Zoning Director

ACTION ITEM

Request:

Public Hearing with City Council to receive input on creating a residential historic district. (PZ22-0039)

Time Estimate:

Staff Presentation will take 15 minutes, excluding questions from Council.

Background:

In Spring 2022, the City was approached by the Neighborhood Group Friends of the Avenues with a request to create a new "Avenues Historic District". Due to the specialized nature of the work, and ongoing City Staff shortages, we are unable to fulfill this request in-house. This type of project is best done by using a qualified consultant.

City Staff directed the FoA to present their petition to the Historic Preservation Commission, which in turn would forward a recommendation to the City Council. This process was used because the City Council has the sole authority to allocate spending tax dollars. The Council heard the request from FoA in April and staff reported on potential costs in May.

City Staff was further tasked with conducting a Public Information Meeting regarding this issue in June. We mailed letters to every owner and occupant within the desired area (~300 properties). During that meeting we conveyed information regarding Zoning Districts and Historic Districts, particularly the differences in their functions and their legal requirements found in the Idaho Statutes. A shortened version of the public meeting materials is attached to this report. Approximately 30 people attended the public meeting. Those in attendance were evenly distributed in-favor, opposed, and "general interest" in nature to the request of creating a new district. Much of the discussion, and the comments received by staff, centered around the opposition to apartment buildings being constructed in the area.

Lastly, City Staff sent letters to owners of properties within all the current and proposed historic districts (~550 properties) for this public hearing. Instructions on how to provide comments were contained in all the letters we have sent thus far. A copy of all comments submitted to the City are attached to this report (if submitted prior to 12:00 pm on August 11th). Comments received after this time, up to 12:00 PM August 15th, will be emailed to the Council.

As a side note, one of the comment items attached is a petition. Within that petition, an effort was made to identify the signatures of people who reside, or own property, within in the proposed district.

Approval Process:

This item is not a Land Use Public Hearing. The Mayor and Council have the opportunity to receive information, ask questions, and openly discuss the direction they wish staff to move towards in the manner the Council wishes.

Budget Impact:

The estimated costs for creating the district and a certificate of appropriateness program are as follows:

Creation of a District (Statute 67-4607) and Process to review CoA's (67-4608) are a one time Cost = \$48,000 to \$125,000

New City Staff Member to receive, review, present, and finalize the CoA's. Ongoing cost \$80,000+ each year (approximate fully burdened cost of a City Planner)

The proposed budget which the City Council is currently reviewing does not contain any of these costs.

Regulatory Impact:

The creation of a Local Historic District will create a system by which property owners will need to seek approval for changes to their homes that had previously been outright permitted.

The amount/degree of regulation, and manner of approvals would be decided upon by the City Council through the Public Hearing process.

History:

NA

Analysis:

NA

Conclusion:

The Council is tasked with conducting a public input session, and upon conclusion of that input session, giving City Staff direction on the manner in which to proceed.

Attachments:

1. FOA - Public Hearing Presentation 8.15.22
2. Comments up to 8.11.22

Public Input Meeting:

Local Historic Districts

Background on this request

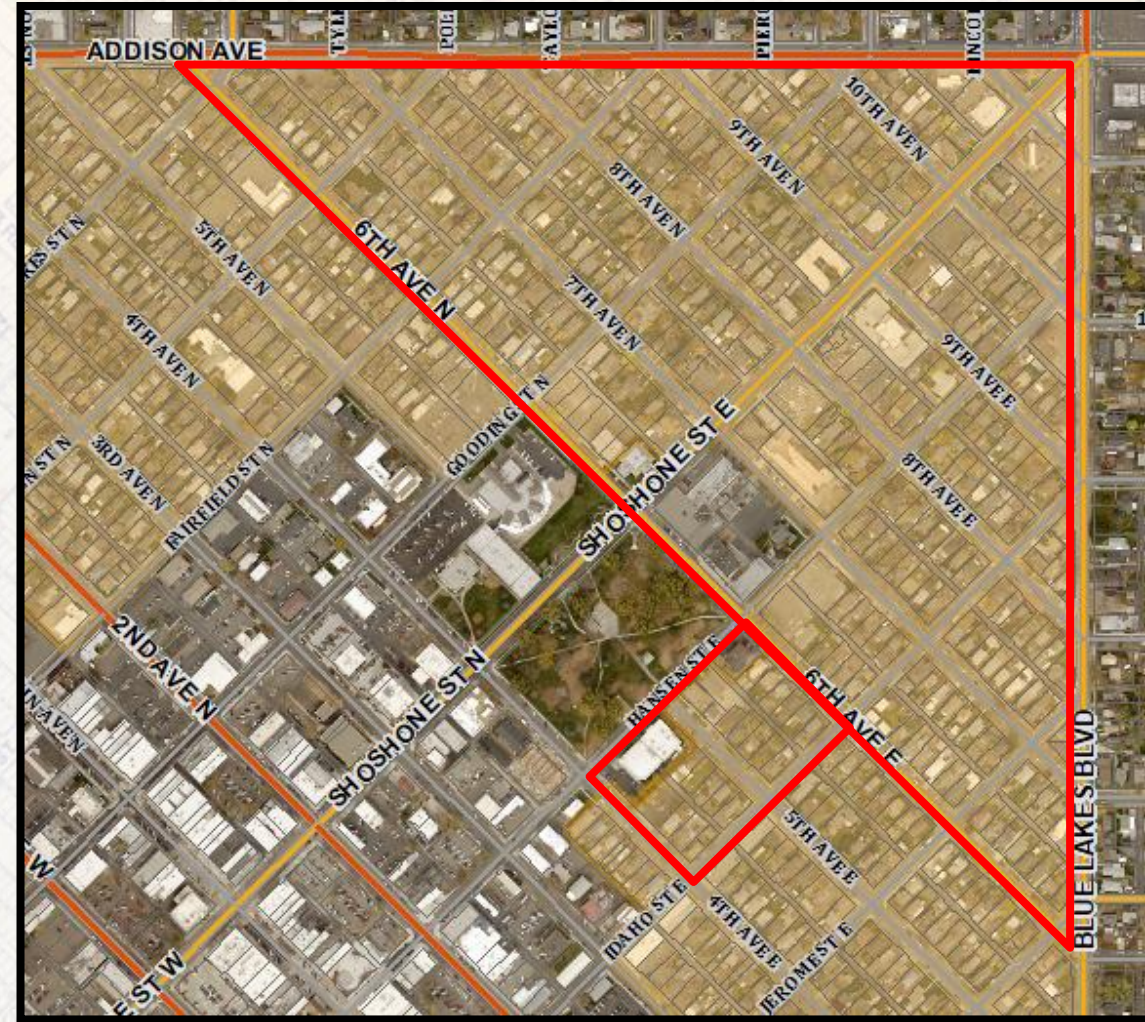
In Spring 2022, the City was approached by the Neighborhood Group Friends of the Avenues. The Friends petitioned City Staff to work with them in creating a new Avenues Historic District. Approximate boundary in red, encompassing ~300 properties.

Due to the nature of the request, smaller area than the original nomination, and the outdated investigation (22 years old), an updated investigation, including color photographs, would be needed.

Due to the specialized nature of the work, and ongoing City Staff shortages, City Staff is unable to fulfill this request in-house. This type of project is best done by using a qualified consultant (similar to the original historian Ms. Giraud).

Staff directed the FoA to present their petition to the Historic Preservation Commission, which in turn would forward a recommendation to the City Council.

This process is required because City Council has the sole authority to spend tax dollars.



Background on this request

March 7, 2022 – Historic Preservation Commission Meeting

Friends of the Avenues presented their request seeking HPC recommendation.

HPC voted in Favor of the recommendation.

April 4, 2022 – City Council Meeting

Friends of the Avenues presented their request and the recommendation from the Historic Preservation Commission.

City Council voted to direct City Staff to begin working on creating a preliminary budget for the project, and to report back to Council with the cost estimates.

May 2, 2022 – Meeting With Friends of Avenues

City Staff met with FoA representatives to discuss the project and what costs City Staff received from Consultants.

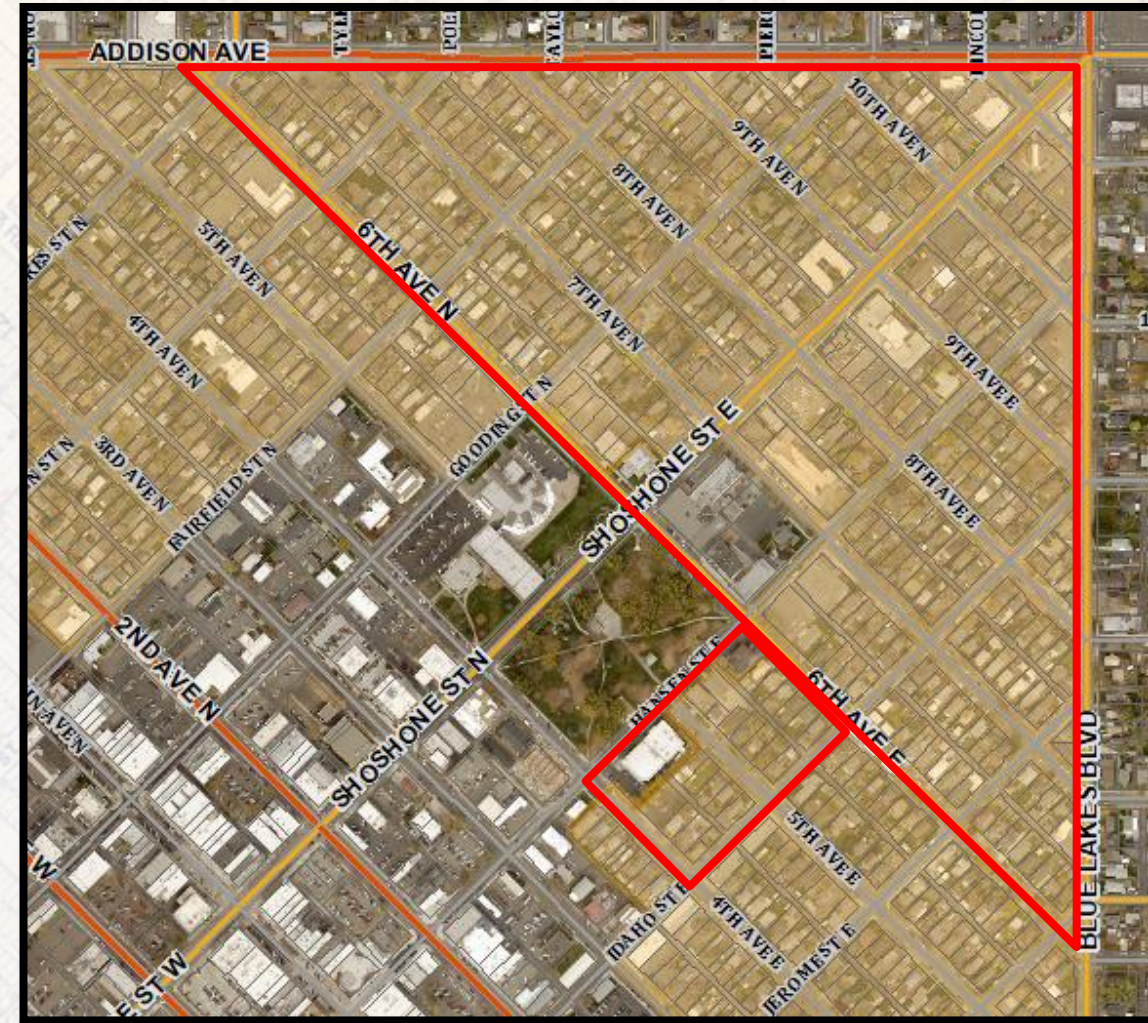
May 23, 2022 – City Council Meeting

City Staff presented cost estimates and gave a brief overview of State Statutes governing local historic districts.

City Council directed staff to advertise a public hearing where interested parties can share their thoughts on Historic Preservation for this area, as well as other areas near downtown.

June 2022 – City Council directed City Manager

Direction to City Staff was to hold a public information meeting prior to the public hearing.



Background on this request

July 13, 2022 – Public Information Meeting

Staff sent letters to owners and occupants of the ~300 properties.

The information presented by City Staff included the following:

- Information on Idaho Statutes pertaining to Zoning Codes.
- Current Zoning Districts & Development Standards (setbacks, heights, land uses) in the area.
- Brief history on the Old Clinic Property
- Information on Idaho Statutes pertaining to Historic Districts and Historic Properties.
- Background info on the Nationally Registered Original Townsite Residential District

Legislative Defined Purpose – Local Land Use Planning Act

- **Idaho Statute 67-6502: PURPOSE.** The purpose of this act shall be to promote the health, safety and general welfare of the people of the state of Idaho as follows: (paraphrased for brevity)

To protect property rights, ensure adequate public facilities, protect the economy, protect the environment, protect prime agriculture and other natural resources, encourage urban development within cities, avoid overcrowding of land, protect life and property near natural hazards, avoid undue water and air pollution, allow for proper planning of schools, protect public airports.

Idaho Statute 67-6503: Participation of Local Governments: Every city and county shall exercise the powers conferred by this chapter.

Current Zoning Districts

(Excluding Overlays)

Regulation Type	R4 (Medium Density Residential)	R6 (Multi-Family Residential)
Building Setbacks (Front, rear, side)	20,20,5	20,15,5
Building Height	35' Tall	35' Tall
Land Uses Allowed by Current Local Law		
Single Family	Yes	Yes
Duplex	Yes	Yes
Triplex	Public Hearing	Yes
4-Plex	Public Hearing	Yes
5 or more	No	Yes



Legislative Defined Purpose – Local Historic Districts

67-4601. PURPOSE. Whereas the legislature of this state has determined that the historical, archeological, architectural and cultural heritage of the state is among the most important environmental assets of the state and furthermore that the rapid social and economic development of contemporary society threatens to destroy the remaining vestiges of this heritage, it is hereby declared to be the public policy and in the public interest of this state to engage in a comprehensive program of historic preservation, undertaken at all levels of the government of this state and its political subdivisions, to promote the use and conservation of such property for the education, inspiration, pleasure and enrichment of the citizens of this state. It is hereby declared to be the purpose of this act to authorize the local governing bodies of this state to engage in a comprehensive program of historic preservation.

Legislative Regulations – Local Historic Districts

67-4607: HISTORIC DISTRICTS. *(paraphrased for clarity)* May be established after following requirements are met:

1. An investigation/survey of the area for historical, architectural, archeological and cultural significance.
2. Report the findings to the local planning board for their consideration and recommendation.
3. Historic Commission shall hold a public hearing, after due notice to all the owners of properties.
4. Historic commission shall submit a final report and a draft of a proposed ordinance to City Council.
5. City Council acts on Ordinance

67-4608: CERTIFICATE OF APPROPRIATENESS. *(paraphrased)* ... after the designation of a historic district, no exterior changes to any building (including walls, fences, light fixtures, steps and pavement, or other appurtenant features) are permitted until after approval of a Certificate of Appropriateness (CoA) by the historic preservation commission.

A CoA shall be required whether or not a building permit is required, and shall include review of: the architectural style, general design and general arrangement of the exterior of a building or other structure, including: the color, the kind and texture of the building material and type and style of all windows, doors, light fixtures, signs, other appurtenant fixtures and natural features such as trees and shrubbery.

Legislative Regulations – Preservation of Properties

67-4614: HISTORIC PROPERTIES. (paraphrased) Allows for the preservation of Historic Properties through an ordinance passed by City Council by following these steps:

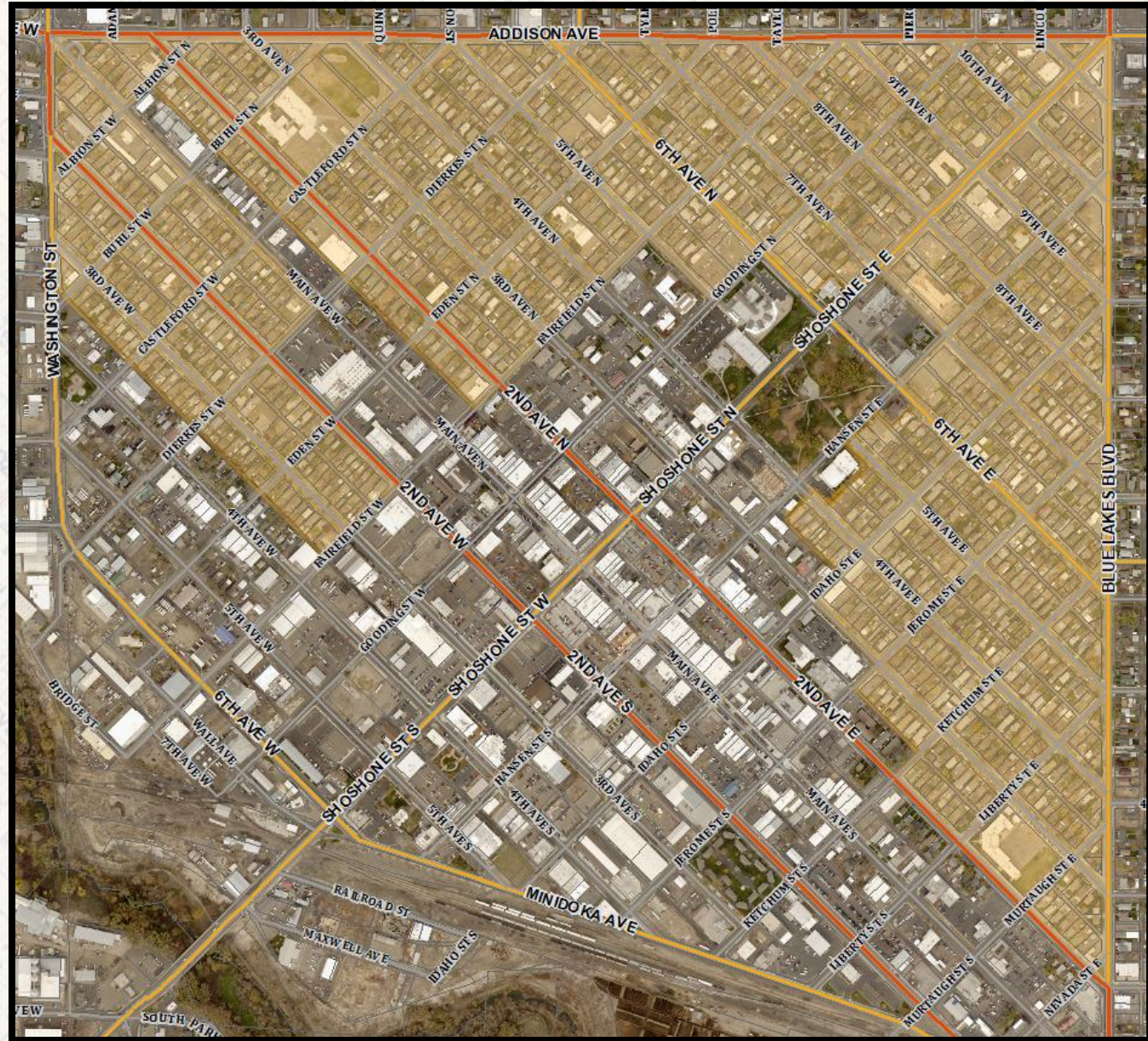
1. Investigation and report on the historic, architectural, archeological or cultural significance
2. Hold a public hearing, after giving written notice to property owners and occupants
3. Upon passage of ordinance, a waiting period of 180 days is required for demolition, material alteration, remodel, relocation, or change in use of the property.
4. Exemptions to 180 day waiting period include:
 - Maintenance and repairs, when no alteration takes place
 - Public safety / unsafe building

Background Info – T.F. Original Townsite Residential District

In the year 2000, an Historian (Elizabeth Giraud) was commissioned to conduct an Historic Survey on what is called the Twin Falls Original Townsite Residential Historic District. This work culminated in the nomination of the area to the National Register of Historic Places (see map to right). This area encompasses ~950 properties

Per Federal Guidelines *"Being on this National Register does not limit the private property owners use of the property."*

It does create some protection of the private property from Federal level projects, and other projects funded by Federal money, by forcing Federal agencies to take into account the effect of their actions on historic properties (this is where SHPO gets involved).



Background Info – T.F. Original Townsite Residential District

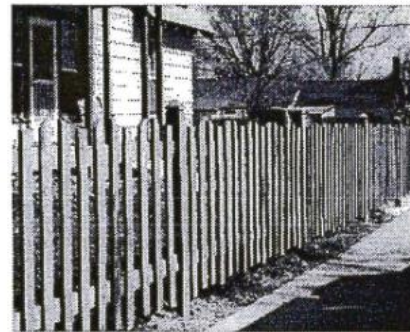
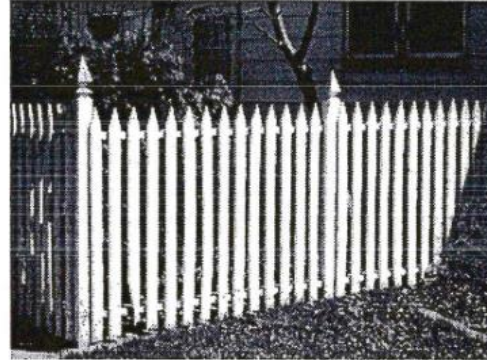
As part of the original project to nominate this area to the National Register, Ms Giraud also created “Design Guidelines” applicable to the nominated area.

These Design Guidelines contain a collection of exhibits and drawings, depicting materials, architecture designs, and other elements that were found present in this area.

Design Guidelines can be used in a few ways.

1. They can be used to educate property owners on appropriate ways to maintain the historic character of their property.
2. They are also used by the Historic Preservation Commission to review changes to properties within the historic district.

The excerpt on the right is from Ms. Giraud guidelines for the Residential District, it contains guidelines for planting patterns, and fencing in the front yard.

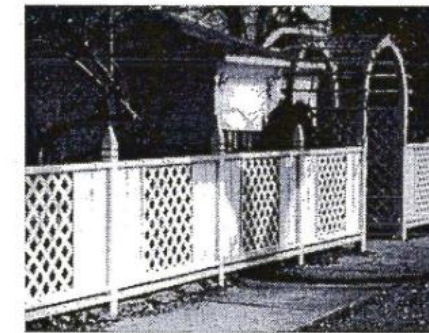


All the fences illustrated here have a transparent quality, and are in character with the architecture of older neighborhoods. Wood picket fences are a popular fence type, and appropriate for all styles in the city's neighborhoods except the Prairie style. This fence (center) has a unique design, but the use of wood material makes it compatible with the historic character of the streetscape, and the use of lattice keeps it from being imposing to passers-by. Wrought iron is an alternative material because it was used historically and can be seen through.

2. Maintain traditional planting patterns in front yards. Residents in the district have historically planted their yards with grass, and added shrubs and flowers. While property owners might want to investigate water-wise landscaping methods, the use of a grass front yard reinforces the visual continuity of the streetscape. Hard surfacing in the front yard should not be allowed.

3. If early or original fencing material is still in use, repair those portions that have deteriorated.

4. Use fencing material in the front yard that complements the historic character of the district. Early twentieth-century fencing included wire or “hairpin” fences and variations of wood pickets and lattice design. Chain link was intended for industrial use and is inappropriate for front yards.

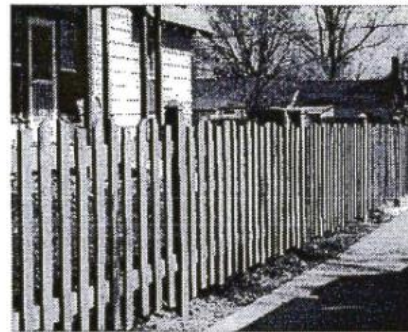
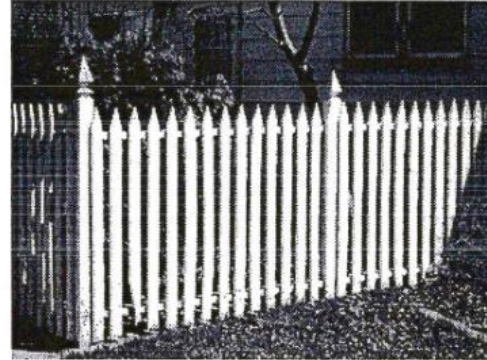


5. Use fencing in the front yard that has a transparent quality. Fences in front yards should be able to be seen through, in order to encourage neighborhood safety and friendly pedestrian activity. Fencing can be solid for corner side and rear yards for privacy.

Local Historic Districts

If created, the Local Historic District will create a system by which property owners will need to seek approval for changes to their homes that had previously been outright permitted.

The amount of regulation, and manner of approvals would be decided upon by the City Council through the Public Hearing process.

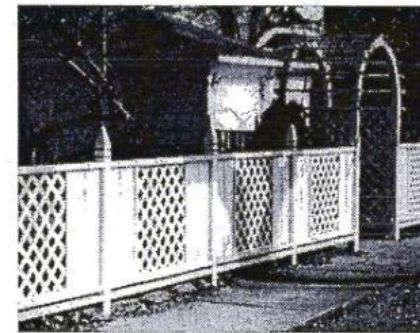


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5. Use fencing in the front yard that has a transparent quality. Fences in front yards should be able to be seen through, in order to encourage neighborhood safety and friendly pedestrian activity. Fencing can be solid for corner side and rear yards for privacy.

Where are we in the Process?

August 15th – Public Hearing

- We are here tonight.

Right now we are on step 0.5

Council is tasked with making a decision on directing City Staff to move forward with the creation of a Residential Historic District Program.

- Creation of a District (Statute 67-4607) and Process to review CoA's (67-4608)
 - One time Cost = \$48,000 to \$125,000
- New City Staff Member to receive, review, present, and finalize the CoA's.
 - Ongoing cost \$80,000+ each year (approximate fully burdened cost of a City Planner)

67-4607: HISTORIC DISTRICTS. *(paraphrased for clarity)* May be established after the following requirements are met:

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4. Historic commission shall submit a final report and a draft of a proposed ordinance to City Council.
5. City Council acts on Ordinance

Kelli Ebersole

From: Travis Rothweiler
Sent: Tuesday, May 24, 2022 11:59 AM
To: Jonathan Spendlove; Ian Zollinger; Kelli Ebersole; Lisa Strickland
Cc: Shayne Nope; Nicole Swafford
Subject: FW: Last night's meeting

FYI

Travis Rothweiler, ICMA- CM

CityManager
City of Twin Falls, Idaho

From: John Cox <papajohn255@gmail.com>
Sent: Tuesday, May 24, 2022 11:54 AM
To: Christopher Reid <CReid@tfid.org>; Jason Brown <jabrown@tfid.org>; Nikki Boyd <nboyd@tfid.org>; Ruth Pierce <rpierce@tfid.org>; Shawn Barigar <SBarigar@tfid.org>; Spencer Cutler <scutler@tfid.org>; Suzanne Hawkins <SHawkins@tfid.org>
Cc: Travis Rothweiler <trothweiler@tfid.org>; Mitch Humble <Mhumble@tfid.org>
Subject: Last night's meeting

[EXTERNAL SENDER]

Dear Council Member,

I attended last night's council meeting and I didn't take your time last night, so I hope that you may find the time at your convenience to read this rather lengthy letter. I think you should because what I have to say reflects the feelings of the others I know who were also there.

First of all, there is nothing that Jonathan said last night that has anything to do with the concerns of the people at the meeting. Most of the citizens who want this Historic District want only one thing. I haven't heard a single person that has complained about what his neighbor is doing to his own property that he lives in. I haven't heard a single person who hopes that the Historic District will add yet another layer of burdensome regulations. We're not looking for a neighborhood home-owners-association. The City is complaining about what this will cost the city and how will it be staffed. I haven't heard a single person who wants the City to hire another overseer. All of that talk is coming from somewhere else. I have never heard anyone even complain about businesses who are using former residential houses. For the most part they're doing a good job of keeping these places desirable. (American Title, Advanced Collection Technology, Just-a-mere Inn, etc).

The motivating force behind this Historic District movement is just one thing. It's the elephant in the room --- the straw that broke the camel's back --- the wake up call ---- it's the abortion on 7th Avenue. The project that broke every rule in the book --- the rules that we little people are forced to abide every letter of the law. Rules regarding height, setbacks, parking, density etc. This is what we were hoping the Historic District would do: protect our neighborhood from predatory wealthy out-of city developers and their complaisant City P&Z and City Council. A year ago, there was a P&Z hearing wherein 29 people opposed the project, with very compelling reasons, and zero supported the project. Those

people were completely dissed and the voice of Galena Partners prevailed with our City 'servants'. I know that you will be offended by what I'm going to say, but if you look at it from our perspective, what other conclusion can be possibly drawn? --- that is, if you want the rules to go your way in Twin Falls, money talks. That's the prevailing feeling in this town --- I know. I've lived here for nearly 77 years.

I heard some things last night that were concerning. First of all, it didn't escape our notice that we are a "little triangle". It concerned me that we need to find out from "the greater community" what should be the fate of our neighborhood -- - what's wrong with the people who live in the little triangle deciding their fate? I greatly resent the attitude that someone who lives on Candleridge should have anything to say about the fate of my neighborhood. Of course the folks on Candleridge take for granted such things as driveways and garages, which are essentially impossible in the Avenues because of City regulations. The folks on Candleridge need the 'little triangle' for half-way houses, drug rehabilitation houses, and low income housing. You'll never see those things in that neighborhood, nor will you see a Galena multi-story graham-cracker box apartment building in Breckinridge, nor behind the back fence of anyone on the City Council.

I can tell you the future of the destruction of the original Twin Falls Town Site. These apartments will one day be referred to as the "projects". If you want to know what the 7th Avenue apartments will become, just drive down 2nd Avenue North and look at the former up-scale Colonial Apartments. City Park may well become the 'Commons Area' for the surrounding high-density housing. I hope City Park doesn't follow the same path as the once beautiful Pioneer Park in Salt Lake City.

As a final note, there is a perception among several of those who attended last night's meeting that this will get dragged out long enough for more 7th Avenue and Clinic Building projects to be approved to encroach on established residential neighborhoods. I'm not optimistic that any one of you have read this, based on past recent history, but at least, I'm trying to do my part to protect my 116 year old home of 49 years, and to help my neighbors do the same. Best Regards,
John Cox

Kelli Ebersole

From: Travis Rothweiler
Sent: Tuesday, May 31, 2022 11:09 AM
To: CM-Council; Jonathan Spendlove
Subject: FW: The Avenues

Council – FYI

City Staff Team,
We might want to start building a record of the communication. Thanks!

Travis Rothweiler, ICMA- CM

CityManager
City of Twin Falls, Idaho

From: Ruth Pierce <rpierce@tfid.org>
Sent: Monday, May 30, 2022 7:22 AM
To: Travis Rothweiler <trothweiler@tfid.org>
Subject: Fwd: The Avenues

If appropriate please share with the council.

Ruth Pierce

Begin forwarded message:

From: Tom Neiwirth <tcneiwirth@hotmail.com>
Date: May 27, 2022 at 4:12:36 PM MDT
To: Ruth Pierce <rpierce@tfid.org>
Subject: The Avenues

[EXTERNAL SENDER]

Dear Madam Mayor:

My wife and I moved out of our home in the townsite last year, after living there for 18 years. We no longer have any kind of financial stake in seeing the historic district created but we do remain interested in what happens to our old neighborhood.

At the City Council meeting of May 23, I saw the City Council backing away from any type of support for a historic district. I would like to make the following statements:

First the intent of the city to create a historic district, in the National Park Service designated Original Townsite Historic District, is clearly established in the 2018 Twin Falls Historic Preservation Master Plan. The Goals and Objectives stated in Chapter 4 ring particularly hollow now. Rather than list all of the Goals and Objectives, I would refer you to the document on the city's website. These Goals were to have been accomplished over the next three to five years, which would be 2021 to 2023.

Second the desire on the part of residents for a Historic District did not come out of the blue. It began

when we learned that a pair of apartment buildings were proposed for the old Clinic parking lots, within a block of my home. We learned at that time that this project was facilitated by the designation of the entire original townsite as an Opportunity Zone. While the City Council did ultimately reject the proposed project, which I appreciate greatly, we realized that with the establishment of the Opportunity Zone, we could expect more projects like this to follow. Researching Opportunity Zones, I learned that the program had been established by Congress in 2017, but that each state's Opportunity Zones were designated by the respective Governors. In the case of Idaho, Requests for Proposals were sent to Cities and Counties. Apparently someone in our City Government thought this would be a good thing for the Original Townsite and our historic neighborhoods. Despite all the talk of protecting private property rights, the affected property owners, myself included, were never notified of the changes being made to our properties.

The bottom line is that our neighborhoods have been targeted for redevelopment for the benefit of investors wishing to avoid their tax liability on long term capital gains. More projects will be developed without regard for the historic character of the existing neighborhoods. It seems to me that the least the City could do after the damage they have done to our neighborhoods, by their involvement in creating the threat of the Opportunity Zone, is to try to mitigate the damage by giving a place at the table to the Historic Preservation Commission. This would be most effectively done by establishing a historic district in the original townsite per the City's own published Historic Preservation Master Plan.

I haven't sent this to any other members of City Council, but please feel free to share if you wish.

Respectfully,

Tom Neiwirth
945 Kenbrook Loop
Twin Falls, ID 83301
Sent from my iPad

Kelli Ebersole

From: Shawn Barigar
Sent: Tuesday, May 31, 2022 3:37 PM
To: Jonathan Spendlove; Kelli Ebersole
Subject: Fw: Concern

Shawn Barigar
City Council ~ City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907
www.tfid.org

From: Jan <janisplantwalton@gmail.com>
Sent: Friday, May 27, 2022 3:14 PM
Subject: Concern

[EXTERNAL SENDER]

Dear Twin Falls City Council Member,

I am deeply concerned about the future of our historic homes in the downtown area, and their preservation and the preservation of our lovely neighborhoods.

My husband and I own a home on 7th Ave North. We would like to see our homes approved as an official historic district and protected from what happened with the three story apartment building ever happening again. To be frank, it's a monstrosity.

We don't need to be told how to paint or landscape etc. But we DO need them protected from this happening again.

As a city council member I would appreciate your full representation regarding this issue. "Looking into it" is not enough. We need this to happen in the very near future.

Sincerely,
Janis Walton



Virus-free. www.avg.com

Dear City Council Members,

I am a member of Friends of the Avenues. We are trying to form a historic district to preserve our beautiful historic homes and to keep apartment buildings from being built next to our homes. These old homes are the beginnings of our lovely city of Twin Falls. They are being torn down in order to build modern buildings or building next to them.

Our wonderful and caring friend, Robin Kirby, has a beautiful historic home on 8th Ave. East. She kept it restored and fixed up at all times. Her yard is a picture on the front of a magazine. Beautiful flowers everywhere. Her back yard was her garden and a favorite place to spend time. She took a nap every afternoon in her lounge and then the building began. The 7th Ave. East apartments are sitting right up against her back yard. She was so sad and stressed about it. She cried and said that she wouldn't feel comfortable spending time in her back yard any more because all the people in the apartments would be staring down on her, not to mention that those apartments are ugly in a neighborhood of beautiful homes. Sadly, Robin dropped dead of a heart attack in December.

The first council meeting that we attended where Kate Lopez spoke, we felt some hope. The vote was 5-2 to look into a historic district.

The meeting on May 23rd, we felt we were thrown under the bus. Jonathan Spendlove talked for 40 minutes and none of what he said was what we are looking for! We don't need to hire anyone, we don't need to spend thousands of dollars, we DO NOT want rules and regulations telling us how to paint or decorate or landscape or anything else. We just want an approved district so that our homes can't be torn down or be built next to. There is plenty of land available to build elsewhere. Nikki Boyd mentioned something about the little triangle. The reason we chose the "little triangle" is because the people in the triangle are the ones trying to get the district approved and we didn't want to overwhelm the city with doing the whole city where historic homes were built. The "little triangle" is where it all began!

I also looked up an article in 2020 that said 29 people attended a City Council meeting and all of them were opposed to a project. Not one person was for it. City went ahead and built anyway. What is the council for? To make all the plans and rules and go ahead, regardless of what the people want?

I suggest that the next building project is next door to your houses and see how that goes.

As we enter our city, the metal horse and the sign "Welcome to Historic Downtown" doesn't hold true any more. We see huge modern buildings that have nothing to do with historic.

I would love it if you would have a public forum and let the people speak, then please listen to what we have to say! We have lived in our 1908 historic home for 49 years and love it, but we sure don't love what we see going on around us. It ruins the feel of the historic avenues.

Please reconsider and don't take so long that there are a few more buildings constructed.

Thank you.

Donna Cox

Kelli Ebersole

From: Shawn Barigar
Sent: Sunday, June 5, 2022 12:25 PM
To: Jonathan Spendlove; Kelli Ebersole
Subject: Fw: Historic District Presentation

FYI...

Shawn Barigar
City Council ~ City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907
www.tfid.org

From: Shauna Robinson <shaunarobinson630@gmail.com>
Sent: Saturday, June 4, 2022 2:21 PM
To: Shawn Barigar
Subject: Historic District Presentation

[EXTERNAL SENDER]

842 Rim View Ln E
Twin Falls, ID 83301
3 June 2022

Shawn Barigar
Councilman
Twin Falls City Council
203 Main Avenue East
Twin Falls, ID 83301

Dear Council Member Barigar:

On the evening of Monday, May 23, 2022, Planning and Zoning Director Jonathan Spendlove presented his report on the creation of The Avenues, a local residential historic district. His report on the details and costs of creating such a district followed two meetings. The first was on March 7, 2022, when the Twin Falls City Historic Preservation Commission voted 5-0 to give "...a positive recommendation to the City Council to ask for the Council's permission to have the commission and city staff work together with Friends of the Avenues to develop a local residential historic district ." ("Action Item", "Background", April 4, 2022) Then on April 4, 2022, Kate Lopez, member of the Friends of the Avenues, presented a detailed request to the City Council on the merits of designating the northeast corner of the Original Townsite a local historic residential district. (This proposed, triangular-shaped local district comprises only about a third of the Original Townsite Residential Historic District, a National Historic Register site, recognized in 2002 as historically significant.) The City Council voted 5-2 to further explore the creation of a local historic district, recommending that the City Staff work with the Historic Preservation Commission and the Friends of the Avenues in this endeavor. The Friends

of the Avenues and other supporters of a local residential district were encouraged with the City Council's interest in exploring the possibility of legally recognizing some of Twin Falls' first neighborhoods.

However, after listening to Planning and Zoning Director Jonathan Spendlove's report on the details of creating a local residential historic district, the positive feelings from that April meeting turned to disappointment for several reasons.

- The preparation of the report was managed primarily by the City Staff, rather than by the collaboration of the Twin Falls City Historic Preservation Commission, Friends of the Avenues, and the City Staff.
- The tone of the May 23, 2022, presentation to the City Council favored more the problems (costs and guidelines) with a local residential district than the benefits.
- Outside of acquiring names of consultants to receive estimates from for surveying the proposed Avenues, City Staff did not seek the professional advice from the Outreach Historian at the State Historic Preservation Office on procedures to establish a local residential historic district. Their expertise could have been invaluable in understanding ways to complete a resurvey, to fund the project with grants and outside sources, and to establish guidelines compatible for the residents of the proposed Avenues.
- There was no opportunity for the advocates of the local residential district to present their views or to counter the negative information in the presentation. What happened to the collaboration with the City Staff on this? As a party to the "Conclusion" made on April 4, 2022, in the Action Item presented by Kate Lopez, the Friends of the Avenues should have been given a voice to balance the discussion held by the City Council on the presentation. To postpone their input until the scheduled public meeting this summer was unfair.
- Many members of the City Council fed off the negative tone of the presentation. This was evident in the remarks made about not seeing the value of historical preservation and not considering the first neighborhoods as particularly historical. In a town that is 118 years old, if houses along these original city blocks are not historical, what are they? Such comments deserved a response from those who want their century- old- plus historic homes recognized and respected. These properties have special meaning to both the residents and the community, as their histories help tell the story of early Twin Falls and the people who built the town, figuratively and literally. For all the newcomers to the city, seeing historic properties provides a sense of balance and stability during this time of development frenzy, plus these historic residential districts attract heritage tourism visitors, generating income for local businesses
- Guidelines became a target for criticism with claims that they take away from a homeowner's property rights. Design guidelines are simply a tool to "guide" a homeowner with decisions related to improvements or changes made to the exterior of their historic home. Guidelines are very much like rules established by the City Building Department that requires permits for construction or remodeling projects on a structure. These rules or laws are meant to maintain a specific look of a neighborhood or to protect homeowners from poorly designed projects. In the case of guidelines, the Certificate of Appropriateness is like a permit, intended to help maintain the historic appearance and integrity of a district. Too, guidelines do not stop development in heritage areas, but can be used to enrich historic designs and character of a community through responsible projects/developments that are compatible to a district's look.
Guidelines should not be an obstacle to the city in creating a local residential district. The guidelines prepared by Elizabeth Giraud in 2002 following her survey of the one-mile square Original Townsite provide a solid foundation for the City to use/adapt for The Avenues; there is no need to "reinvent the wheel," so to speak. Also, guidelines used for the local residential historic districts in Boise provide examples of how to organize standards for exterior improvements, projects, etc.
- The City of Twin Falls already acknowledged the three existing local historic districts recognizing the historical significance of the City Park, the Downtown, and the Warehouse District. If historic districts are such a burden as insinuated in the May 23rd meeting, why does the City continue to maintain those districts? For a City that markets "Historic Downtown" and "Old Towne", it is puzzling that The Avenues would not be included in downtown revitalization plans, showcasing the architectural character and heritage of Twin Falls' beginnings and the building boom of 1904-1920. Afterall, such an action would not only fulfill a goal stated in the City's Comprehensive Plan but would also bring balance and additional marketing opportunities to Historic Downtown.

In just two years, Twin Falls will be celebrating its 120th anniversary, and the building boom that existed then, continues to this day. Designating The Avenues as a local historic district would be a terrific way to commemorate the legacy of the town's founders, businessmen, professionals, and craftsmen and the neighborhoods in which they resided. Growing pains should not mean losing sight of how we came to be.

Sincerely,

Shauna Robinson

Attachments:

Purposes of Guidelines – cityofboise.org

“Benefits of Local Historic Districts” – National Park Service

For additional information:

The Purpose of these Guidelines is to:

- Define characteristics of each district and identify the Contributing and Noncontributing Structures.
- Provide citizens, and other interested parties with information and guidelines on the appropriate treatment of properties within the districts and direction for compatible new construction.
- Provide clarity in the application of the Secretary of Interior's standards for historic properties.
- Provide information about the basic principles of historic preservation and urban design to create an environment that is scaled to the pedestrian, maintains cohesive neighborhood identity and respects the unique settings of Boise commercial historic districts.
- Provide a framework for decision-making for the Historic Preservation Commission.
- Identify additional resources to accomplish appropriate rehabilitation, additions and new construction within the districts.

Source: cityofboise.org

"Development that enhances the character of our historic districts is encouraged. We recognize that change is an important element in the city's evolution, an indicator of a healthy, vital neighborhood, and reflects the pride of residents in their community."

DAN BECKER, EXECUTIVE DIRECTOR

RALEIGH HISTORIC DISTRICTS COMMISSION

RALEIGH, NORTH CAROLINA.

BENEFITS OF LOCAL HISTORIC DISTRICTS

Local districts protect the investments of owners and residents. Buyers know that the aspects that make a particular area attractive will be protected over a period of time. Real estate agents in many cities use historic district status as a marketing tool to sell properties.

Local districts encourage better design. It has been shown through comparative studies that there is a greater sense of relatedness, more innovative use of materials, and greater public appeal within historic districts than in areas without historic designations.

Local districts help the environment. Historic district revitalization can, and should, be part of a comprehensive environmental policy.

The educational benefits of creating local districts are the same as those derived from any historic preservation effort. Districts help explain the development of a place, the source of inspiration, and technological advances. They are a record of ourselves and our communities.

A local district can result in a positive economic impact from tourism. A historic district that is aesthetically cohesive and well promoted can be a community's most important attraction. The retention of historic areas as a way to attract tourist dollars makes good economic sense.

The protection of local historic districts can enhance business recruitment potential. Companies continually re-locate to communities that offer their workers a higher quality of life, which is greatly enhanced by successful local preservation programs and stable historic districts.

Local districts provide social and psychological benefits. A sense of empowerment and confidence develops when community decisions are made through a structured participatory process rather than behind closed doors or without public comment.

Excerpted and adapted from Maintaining Community Character: How to Establish a Local Historic District by Pratt Cassity. National Trust for Historic Preservation. 2000.

www.nps.gov/tps/educaion/workingonthepast/index.htm

[HOME](#) | [TPS HOME](#)

June 1, 2022

Dear Mayor and City Council

After writing many, many letters I would like this to be the last and most concise. Some of us from the historic area of Twin Falls attended your last meeting and left so disillusioned. Jonathan spent so much time on things that muddled the course and many things that have already been done.

#1 first & foremost, as we see so much of our quaint, and beautiful city being changed to something we do not recognize all we want is to preserve the original townsite. A small area full of homes over 100 years old. I.B. Perrins and the McCollum home in the path of destruction. Simply put, don't any of you value our history? When you say small triangle do you realize it's full of history of "our town"?

A few years ago everyone

on Main Street cleared up and
refurbished their store facades &
found dates and beautiful architecture
behind them. Now all of that seems
wasted as you allow high rise
buildings to dwarf them. I know
Idaho Apartment Store / Crawleys)
Class Book Store have been taken over.
Who is doing this???

Would
you consider getting a local
historian on your council (for
safeguarding us and "OUR TOWN"?)

Take a drive up Shoshone to the
5 Points & the beautiful Iron Horse
and Plover with irrigation. What
does it say or mean? WELCOME
to HISTORIC DOWNTOWN. What is
left of it?

We have done so much of the
work as a small group of homeowners.
Walked door to door and getting signatures
validating our desire to keep a "little
triangle" of our history. Time and money
have been spent. And yes, we have
worked with PRESERVATION ISLAND^o
received an award for our diligence
and CRUSE. We work with historians
Elizabeth Girard, Russ Tremayne

We voted for some of you to
REPRESENT us. We feel as if we
are nothing to you. We do thank
the one new councilor saying he
could see the value of preserving
HISTORY. Our thanks to him!

Please stop all this unnecessary
building. The City Park Historic
District is encroached on 4th & 7th.
Now Downtown District? What
do you really see? A yellow thumb
in the sky & more to come? This
is TWIN Falls (not) BOISE or S.L.C.
Galena needs to go away and
destroy another unknowing victim
or someone who wants to change
their whole inner soul. Please
listen! We have worked so hard
"paid our dues." What do we
own or you own Galena? It
used to mean a beautiful summit
"up north", now it means money
"taking our our loved "our town"

Asking for your deepest consid-
eration, knowing we have done so
much already and continue to, and
will do what it takes to retain a
small triangle of our heritage
and homes

(211 7th Ave. N.)

Most Sincerely
CATHERYN GREEN

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ22-0039
Date: Wednesday, June 22, 2022 9:55:20 PM

A public comment has been submitted for PZ22-0039 presented at the General Meeting on 7/13/2022.

Name: Teddy Clifton

Email: teddyclifton7@gmail.com

Comments:

Not interested in historical preservation of my property my property should be up to me on what I wish to do to it not some society

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ22-0039
Date: Saturday, June 25, 2022 3:02:01 PM

A public comment has been submitted for PZ22-0039 presented at the General Meeting on 7/13/2022.

Name: Stephen Schmid
Email: schmids649@gmail.com

Comments:

Jonathan,

I live in the proposed Avenues Historic District. I think it would be a great asset for Twin Falls and strongly support its development.

Stephen Schmid

June 27, 2022

City of Twin Falls

203 Main Avenue E.

P.O. Box 1907

Twin Falls, ID 83301-1907

Attn: Jonathan Spendlove

Planning & Zoning Director

Re: Historic Preservation & City Zoning Districts

Proposed Avenues Historic District

Dear Mr. Spendlove:

I purchased my home at 252 6th Avenue E. in 1995, where I continue to reside. The modest 1,384 square foot home was built in 1915, and lies within the proposed Avenues Historic District.

I support efforts to preserve the historical residential character of our "Old Town", particularly where our homes are maintained to reasonable historical accuracy and in sound condition. That includes clean yards and healthy trees - places where everyone can feel safe and protected. We are lucky to have a beautiful city park nearby and everyone can peacefully enjoy the outdoors a short walk or bicycle ride away.

If my home is included within the proposed Avenues Historic District, I hope its character and value will be protected for later generations.

Sincerely,



Terrence A. Dolan

FRIENDS OF THE AVENUES COMMUNITY SUPPORT PETITION

We are the supporters of the Proposed local historic residential district known as "The Avenues." "The Avenues" is in the northeast corner of Twin Falls Original Townsite, which the National Park Service listed on the National Register of Historic Places in 2001. We are asking that the Twin Falls City Council adopt "The Avenues" as a Local Residential Historic District for the following reasons:

City Heritage – We want this neighborhood preserved and its attributes celebrated. Adding a residential district to the three existing districts would strengthen Historic Downtown.

City Goals – We request the city adhere to its own stated historic preservation goals as listed in the August 2018 Twin Falls Historic Preservation Master Plan, which prioritizes design guidelines for the Original Townsite, its preservation, restoration, and evaluation.

Heritage Preservation & Guidelines – Designation strives to maintain the special character of the area through defined measures that outline responsible approaches to alterations, additions, or potential demolitions, while protecting the historic nature of the neighborhoods.

We, the undersigned, urge the City Council and Mayor to adopt "The Avenues" as the 4th Local Historic District. This would show the community that Twin Falls city government values providing a legacy for future generations.

Name (please print)	Signature(s)	Address	Email/phone #
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Rowena Bowler	<i>Rowena Bowler</i>	2281 Hennipson ave	
Ann Rolfe	<i>Ann Rolfe</i>	Twin Falls, ID 83404	208-320-8805

FRIENDS OF THE AVENUES COMMUNITY SUPPORT PETITION

We support the proposed local historic residential district known as "The Avenues". "The Avenues" is in the northeast corner of Twin Falls Original Townsite, which the National Park Service listed on the National Register of Historic Places in 2001. We are requesting that the Twin Falls City Council adopt "The Avenues" as a Local Residential Historic District for the following reasons:

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Heritage Preservation & Guidelines – Designation strives to maintain the special character of the area through defined measures that outline responsible approaches to alterations, additions, or potential demolitions, while protecting the historic nature of the neighborhoods.

We, the undersigned, urge the City Council and Mayor to adopt "The Avenues" as the 4th Local Historic District. This would show the community that Twin Falls city government values providing a legacy for future generations.

Name (Please print) Signature(s)

Address

Email/phone #

Diane Fitzpatrick		519 5 th Ave East	208-308-9681
Diane & Dil Fitzpatrick			

Name (Please print)	Signature(s)	Address	Email/phone #
Chad W. Dodds	Chad W. Dodds	1041 Laurelwood Ct	T.F.
Stacy L Nussbaum	Stacy L Nussbaum	776 North Pointe Dr	TF 2087341683
Jon Sheen	Jon Sheen	1614 Harmon Park Ave	TF 83301 208-293-4501
Chase Sheen	Chase Sheen	6325 N 2400 W	Final 99 VT 435-881-7341
Lorri Haren	Lorri Haren	1999 Candleridge Dr.	PO Box 5911
Janet Mink	Janet Mink	332 Scott St	
Larry Ekins	Larry Ekins	289 Whispering Pine Dr.	larry@kins@outlook.com
Tommy Burre	Tommy Burre	3143 Woodridge Dr.	T.F.
Erin Roberts	Erin Roberts	PO Box 1906	Twin Falls, 83303
Alan Horner	Alan Horner	688 Sun Terrace Dr.	83301
W Van Wagoner	W Van Wagoner	125 Spruce St	Apt 14
Pat Belle	Pat Belle	4190 N 1212 E	Rd 1 ID 83316
Kathryn Syme	Kathryn Syme	205 Meadowview Lane	Apt 12101 T.F. 83301
Ryan Gager	Ryan Gager	434 Hawthorne View	Id TF 83301
Kenny Moore	Kenny Moore	450 Park Lane	#64
Shauna Robinson	Shauna Robinson	842 Rim View Ln. E.	Twin Falls, ID 83301 208-733-6779
Will Endsley	Will Endsley	456 2nd Ave N	Twin Falls, ID 83301 208-308-2335
Veressa Endsley	Veressa Endsley	456 2nd Ave N	Twin Falls, ID 83301 208-420-2015
Kathleen Morgan	Kathleen Morgan	362 Foxboro Trl	Heyburn, ID 83336
Jan AGOSTARO	Jan AGOSTARO	1632 8th Ave E.	Twin Falls, ID 83301 646-568-7192
Melanie Hutchinson	Melanie Hutchinson	3275 E 3225 N	TF 83301 208-308-0884
Lise Storer	Lise Storer	319 6th N	#B TF 83301 208 7344569

Name (Please print)	Signature(s)	Address	Email/phone #
Talitha Filler	Talitha Filler	798 Falls Ave #104	T.F., ID
Annette Filler	Annette Filler	" "	" "
Jana Van Milet	Jana Van Milet	3128 Heathwood	
Ken Rogers	Ken Rogers	221 Park St	Hazelton
Cherie Rogers	Cherie Rogers	224 Park St	Hazelton
Cristine Rosebark	Cristine Rosebark	441 Bolado Rd	Tres Pinos CA 95075
Vera J. Attebury	Vera J. Attebury	419 Fruitland Ave #c	Kuhl, ID
Archie Attebury	Archie Attebury	546 2nd Ave E	Twin Falls
Amy Coleman	Amy Coleman	2954 E. 34th	
D. Harensen	D. Harensen	3669 N 3200 E, Kimberly	ID 83341
Bernie Jensen	Bernie Jensen	1667 N 3200 E, Rumbolt	ID 83341
Carol Benson	Carol Benson	895 Bracken n	OF 83301
Loraine Jordan	Loraine Jordan	2823 Evening Sun Dr. TF	816 899 9451
Linda Heinrich	Linda Heinrich	2608 Longbow Dr	TF 83301
Bonnie Hamilton	Bonnie Hamilton	3443 Victorian Ct	TF 83301
DAVID L HAMILTON	David L Hamilton	2443 VICTORIAN CT	TF 83301
James LeBelle	James LeBelle	423 Idaho St E.	TF 83301
BLAIR GOLAY	Blair Golay	3095 E 3500 N	TF 83301
Jake Stone	Jake Stone	1180 Hunt Rd	Jerome 83338
Sherri Johns	Sherri Johns	669 Grant Av.	TF 208-410-2410
Barbara Morris	Barbara Morris	5520 3843 N Filer	83328

Name (Please print)	Signature(s)	Address	Email/phone #
Cindy Crum	CINDY CRUM	3450N 2800E	Cindy.Crum@YAHOO.COM
Kody L. Klundt	Kody L. Klundt	3450N 2800E TF	KLKklundt@gmail.com
Dakisha Rydatch	Dakisha Rydatch	2828E3400W	rydatch94@gmail
Esther Powers	Esther Powers	952 7th Ave St.	E.M. Powers 1957@gmail.com
Kim Leavitt	Kim Leavitt	503 Addison St.	nrbornob91@gmail.com
Nicole Bartlett	Nicole Bartlett	920 Blue Lakes Blvd.	nicolebartlett@bokestate.edu
Michelle Nuzio	Michelle Nuzio	369 Polk St T.F.	michellenuzio19@gmail.com
Mikayla Nuzio	Mikayla Nuzio	369 Polk St T.F.	
Elizabeth Bradley	Elizabeth Bradley	675 Garnet St	liz.brt@gmail.com
Elizabeth Bradley	Elizabeth Bradley	1049 Warm Springs	TF
Kelly Wuk	Kelly Wuk	407 Diamond Dr.	Kimberly ID
Daniel Shuler	Daniel Shuler	416 W Ave F	Jerome ID
Cody McCormick	Cody McCormick	2981 Ruby dr.	Cody.M4997@gmail.com
Randy Wastradowski	Randy Wastradowski	225 North College Road W TF	rwastradowski@gmail.com
Linda Traver	Linda Traver	3185 Boston Est Dr	Ltraver@shasta.com
TRINA LEWIS	TRINA LEWIS	645 GARDNER AVE TF ID	TRINALOBRAINELEWIS@yahoo.com
Sue Bromley	Sue Bromley	720 Cache Springs Dr	Kimberly
Casey Clark	Casey Clark	640 Filer Ave W	Casey.Clark2003@gmail
Patricia Waterman	Patricia Waterman	926 Rivermist Bath T.F.	patthywaterman@live.com
Candy Gurstin	Candy Gurstin	940 Oakridge Rd	Kimberly
Juli Austin	Juli Austin	311 4th Ave E TF	JulileeAustin@outlook.com

Name (Please print)	Signature(s)	Address	Email/phone #
Tristen Benevise	<i>Tristen Benevise</i>	32 Barton Lane	benztr78@gmail.com
Elizabeth Crudup	<i>Elizabeth Crudup</i>	32 Barton Lane TF	elizabethcrudup15@gmail.com
Steven Longenbohn	<i>Steven Longenbohn</i>	725 RimView Dr TF	
John E. Hawkins	<i>John E. Hawkins</i>	425 P.O. Box 3088 T.F.	HummerH2fan@aol.com
Kathy Williams	<i>Kathy Williams</i>	304 Ash ST.	208 539-2826
Jose Caro	<i>Jose Caro</i>		
Tanner Herke	<i>Tanner Herke</i>	1072 Par Ct.	thenke72@gmail.com
Magan Lawrence	<i>Magan Lawrence</i>	1130 Bell Lane	
Sasha Naylor	<i>Sasha Naylor</i>	320 14th Avenue	Sashanaylor@outlook.com
Kaylah Bingham	<i>Kaylah Bingham</i>	320 14th Ave, Buhl	kaylahbingham@hotmail.com
Tony Kevan	<i>Tony Kevan</i>	3120 N 2500E TF	Tkevan@farmersbarkidaho.com
Jose Guillard	<i>Jose Guillard</i>	1230 Monaco T.F.	JoseGuillard@gmail.com
Paula Brown Sinclair	<i>Paula Brown Sinclair</i>	1230 Monaco TF	sttwasko@gmail.com
Patricia Estala	<i>Patricia Estala</i>	2146 Addison Ave E TF	paulabs@cableone.net
Don Gottfredson	<i>Don Gottfredson</i>	435 3rd Ave N	gwen4one@gmail.com
Shawna Gottfredson	<i>Shawna Gottfredson</i>	1999 Moose St	d.gottfredson1@gmail.com
Ashley Wells	<i>Ashley Wells</i>	1999 Moose St	Shawna.gott@gmail.com
Michael Egan	<i>Michael Egan</i>	2306 E 3250N TF	
Ben Boyer	<i>Ben Boyer</i>	142 Falls Ave W	
Logan Bowman	<i>Logan Bowman</i>	813 Shoshone St N	boyercustom7@aol.com
Alysa Bowman	<i>Alysa Bowman</i>	648 Falls Ave W	(208) 490-7152
		"	208-731-9021

Name (Please print)	Signature(s)	Address	Email/phone #
Erin Boyer	Erin Boyer	813 Shoshone St N	208-410-0147
Nancy Boyer	Nancy Boyer	813 Shoshone St N	-
Allison Henke	Allison Henke	672 Par Ct.	(208) 951-2215
Kristine Watt	Kristine Watt	2522 E 3719 N	(208) 734-1660
Walter C. Watt	Walter C. Watt	2522 E 3719 N	208-734-1660
Isabelle Boeddiker	Isabelle Boeddiker	1857 Granada Dr	208 293-6605
Vincent Loya	VINCENT LOYA	LDCVLT ST	SIR+LKSALOT@gmail.com
Austin Knight	Austin Knight	667 Sunfire Dr	208-404-9301
* Aleesha Cochran	Aleesha Cochran	817 Shoshone St N	208-410-9570
Dakota Whipple	D. Whipple	814 Fair St. Buhl, ID	208-316-9668
Leslie Johnson	Leslie Johnson	1239 Kimberly Rd TF	208-613-6985
Travis Johnson	Travis Johnson	1239 Kimberly Rd TF	208-308-1915
Carrissa Hrengac	Carrissa Hrengac	351 Harrison St. TF	208-404-2178
Bobette Plunkey	Bobette Plunkey	628 Sunshine Dr T.F.	719-367-6336
DAVE & RAENAE FRAUTZ	DAVE & RAENAE FRAUTZ	137 7th AVE N. T.F.	208-470-7311
Carla J. Askew	Carla J. Askew	3622 N. 3900 Hansen	208-539-1504
Kasey Blue	Kasey Blue	3717 Vista Grande Lane	208-420-5325
LINDA WADENAU	Linda Wadenau	3720 " " "	208-308-5506
KARLENE KELLEY	Karlene Kelley	3620 E 3920 N Kimberly	208-312-0129
Nicole Hudson	Nicole Hudson	1601 N Kennedy St	208-305-6498
Sonya Willison	Sonya Willison	1210 Monard St TF	208-613-7900
Stephen A. Euston	Stephen A. Euston	2697 N 2710 E TF	208 539 5680

Name (Please print)	Signature(s)	Address	Email/phone #
Rosalie Orton	Rosalie Orton	867 Filer Ave. 701	lorton1@msn.com
Limbar Collins	Limbar Collins	3480 E 2900 N, Kimberly	bodymodifier1@gmail.com
Stephanie Habel	Stephanie Habel		208-736-8731
Rebecca McLaughlin	Rebecca McLaughlin	603 Eden St, Twin Falls	208-490-0550
Michael L. Rouse	Michael L. Rouse	448 Buchanan	208-731-5244
Amanda Miller	Amanda Miller	356 2nd St E Hansen	406-202-5305
Lyndsey Benedict	Lyndsey Benedict	2550 Elizabeth Blvd	208-768-7144
Tye Benedict	Tye Benedict	2550 Elizabeth Blvd	208-768-7190
Rebecca Wakely	Rebecca Wakely	2028 Oakwood Dr. TF ID	708-404-1592
Tim R. Lattin	Tim R. Lattin	835 Ash St. TF ID	208-320-5130
Brandy Price	Brandy Price	3807 Gary Circle Kimberly	
Kim Cato	Kim Cato	527 Sun Terrace Arrete Twin Falls	208-539-5975
Dorothy Scott	Dorothy Scott	350 Washington St. N. TF	(208) 410-7519
Luke Scott	Luke Scott	350 Washington St N. TF	(208) 410-7090
Amy Williams	Amy Williams	231 Water Lily Cir. Vacaville, CA 95687	208-801-462-3908
Maddyn Williams	Maddyn Williams	231 Water Lily Cir. Vacaville, CA 95687	385-319-6337
Linda Wilcox	Linda Wilcox	1053 HOOPS ST TF ID	208-734-2268
James Kiernon	James Kiernon	303 4th AVE WEST TF	imwilcox60@gmail.com
Debbie Johnson	Debbie Johnson	102 Fillmore St	theFillmorewa@gmail.com
Kristen Baker	Kristen Baker	102 Fillmore Street	707-378-5820
B.J. Mader	B.J. Mader	1100 Main St, Terno	badgerbill31@yahoo.com

Name (Please print)	Signature(s)	Address	Email/phone #
Jani Whitel	Jani Whitel	3814 N. 2481 E. Filer, ID	janiwhitel@gmail.com
Denny Ploss	Denny Ploss	230 Taylor	208-733-5906
Robert Ploss	Robert Ploss	236 Taylor - Twin Falls	208-316-0391
Anthony Barnes	Anthony Barnes	236 Taylor Twin	208-407-3218 ✗ sign
LANE BARNES	Lane Barnes	246 W, 500 S, JEROME	208-420-9140 sign
MARY Bird	Mary Bird	787 Northview Dr.	208-420 8428
Christy Campbell	Christy Campbell	436 Harrison	208 733-1535
Cathi Fleming	Cathi Fleming	2923 E 3400 N	208 613-5344
Holly Montoya	Holly Montoya	141 7th Ave N	602 300 6483
Crian Auelar	Crian Auelar	1319 E 3400 N Juhl ID	208-420-4192
ROSE BECKETT	R. Beckett	450 Pole Line Rd 38	480.318.0783
FRANK JAMES	Frank James	319 7th Ave E	208 293 2394
Destiney Montes	Destiney Montes	1999 Pole Line Line Rd E	sweetdlm@hotmail.com
Michelle Barrett	Michelle Barrett	242 Lincoln St	muliannb@gmail.com
Charles Gorman	Charles Gorman	242 Lincoln St	916 284-1461
Madandra Oliver	Madandra Oliver		208 5431493
Marlene Thieffen	Marlene Thieffen	165 Long Island Ave	208-731-9077
Tracy L Bates	Tracy L Bates	1040 Boserow Way	602-768-2649
Edward Hadlock	Edward Hadlock	1040 Boserow Way	602-768-2650
		211 Kennedy St Kimberly	208-734-7534

Name (Please print)	Signature(s)	Address	Email/phone #
Angela Sanchez	Angela Sanchez	2321 E 3300 S	(309) 214 - 3283
Sanchez, Paul		2321 EAST 3300 SOUTH	(309) 214 - 5450
Jeramey Krebs		1730 Dora Dr N	(208) 432 - 2068
Tina Chandler Hensley		412 East Ave F Jerome	(208) 749 - 9991
Bradley Bevercink		321 Ridgway	208-821-6941
McKenzie Toole		309 W ave E Jerom	208 836 0642
Sonia Marcotte	Sonia Marcotte	130 8th Ave E Twin	208 410-1442
Dirk Surber	Dirk Surber	2288 Hillcrest Dr.	Twin 208-539-0594
Cory Comont		2288 Hillcrest Dr	Twin 208 420-0174
Steven Bean		1310 Spruce Ave Twin	208-404-2401
Gary Sperry		430 elm	Twin Falls 208 734 1814
Jason Sperry		205 E. 6th St. SHOSHONE, ID.	208 899 5353
Tom Spitznagel		1068 Mountain View Dr Twin	503-380-5010
Scott Ross		307 Ash St. Kimberly	208-303-4901
Talisha Lake	Talisha Lake	645 Blue Lakes Blvd, C	208-421-5655
ASHTON LAKE		645 BLUE LAKES BLVD, C	208-421-6125
Delores Christiansen		446 Pierce St.	(831) 246-1786
Mark Owsen		2615 Falls Ave East	208-869-1790
Carol Hollifield		22866 Hwy 30 Hansen	208-423-4484
Terry Hollifield		22866 Hwy 30 Hansen	" "
Aysenle on		217 Buhl	Twin Falls 208-280-8331
Tara McFarland	Tara McFarland	120 Tyler St Twin Falls	208-431-0250

Name (Please print)	Signature(s)	Address	Email/phone #
Louise Koontz	Louise Koontz	3362 N 3300 E	(208) 733-7115
Jim's T Totu Lisa Totu	Lisa Totu	217 Big View Rd West	208-308-2530
Leslie Taylor	Leslie Taylor	3291 E 3387 N	shfhorses@msn.com
Ben Taylor	Ben Taylor	" "	62 11
Harold Gotsch	Harold Gotsch	279 Ramage ST.	805-618-5382 haroldgotsch@gmail.com
True Leavitt	True Leavitt	3239 Addison	208-595-8700
Leo Kutz	Leo Kutz	274-Knottingham Dr	208-329-1323
Echra A. Salazar	Echra A. Salazar	274 Nottingham Dr 83301	208-969-0522
Dutch Jamie Zuiderveld	Dutch Jamie Zuiderveld	526 116th Ave East Jerome Id.	208-410-2173
Dutch Zuiderveld	Dutch Zuiderveld	526 116th Ave East Jerome Id	208-410-2173
Theresa Gabica	Theresa Gabica	1805 Julia Ln Twin Falls, ID	208-731-5437
Wanda Holt	Wanda Holt	1317 Valencia St. Twin Falls	208-320-0025
Tiffany Tornabeni	Tiffany Tornabeni	1217 Valencia St. Twin Falls	1-208-490-7477
Donna Schaeffer	Donna Schaeffer	160 Earl Dr T.F	208-212-4444
Joyce Engleman	Joyce Engleman	213 Sycamore St. TF	208-733-0145
Julie Engleman	Julie Engleman	7411 Farnham Rd SW Olympia WA 98512	
Joy Engleman	Joy Engleman	6314 NE 23rd Ave Portland OR 97211	
Michelle M Davis	Michelle M Davis	930 Arrowwood Ct, Twin Falls	208-358-0300
Michael Davis	Michael Davis	930 Arrowwood Ct Twin Falls	208-731-4908
DOUG STOKES	DOUG STOKES	1720 W Wildflower Ln TWIN FALLS, ID	208-734-7765
Christine Notti	Christine Notti	275 Fillmore St Twin Falls	925-876 0779
Nick Levesque	Nick Levesque	132 Buchanan St	Lovege, Nick@gmail.com

Name (Please print)	Signature(s)	Address	Email/phone #
Richard Myers	<i>Rich Myers</i>	120 Tyler	
Thomas Myers	<i>Thomas Myers</i>	120 Tyler St	
Bridgette Hopper		2026 Elizabeth Blvd #130	208 4100200
Kelly Cryts	<i>Kelly Cryts</i>	525 Ketchum St E	
ANGELA MARCOS	<i>Angela Marcos</i>	613 13TH AVE W JEROME ID 83338	
Artemio Marcos	<i>Artemio Marcos</i>	613 13th Ave W Jerome ID 83338	
Michelle George	<i>Michelle George</i>	583 1B Perrine Rd Twin Falls ID 83301	
Kate Horton	<i>Kate Horton</i>	4011 N 261SE Twin Falls ID 83301	208-731-5990
Lee Thompson	<i>Lee Thompson</i>	20306 Hwy. 30 Buhe, Id. 83316	
Debbie Horton	<i>Debbie Horton</i>	4011 N 261SE Twin Falls Id 83301	
Lisa Crawford	<i>Lisa Crawford</i>	20306 Hwy 30 Buhe Id 83316	
Morgan Lewis	<i>Morgan Lewis</i>	1193 Galena Pr. Twin Falls, Id. 83301	
Cindy Siverts	<i>Cindy Siverts</i>	835 Caswell Ave - W - Twin Falls	
Nancy Ann Keane	<i>Nancy Ann Keane</i>	1371 HARRISON STS TWIN FALLS ID	<i>Nancy Ann Keane@gmail.com</i>
Misako Miller	<i>Misako Miller</i>	2383 E 38th N Twin Falls ID 83328	
Shane A. Klaas	<i>Shane A. Klaas</i>	406 Sunrise Blvd N. TF ID 83301	
Ronda Berg	<i>Ronda Berg</i>	406 Sunrise Blvd N TF ID 83301	
Terri Moore	<i>Terri Moore</i>	1175 Northern Pine Dr TF ID 83301	

I, the undersigned, urge the City Council and Mayor to adopt the "Avenues" as the 4th Local Historic District. This would show the community that Twin Falls city government values providing a legacy for future generations.

Name (Print)	Signature	Date	Address	Email/Phone
Daniel Barnard		6-2-21	961 2nd Ave W	208-961-6525
Robert Myrlang		8-6-21	261 7th Ave E	208-720-6628

Name (Please print)	Signature(s)	Address	Email/phone #
Mary Schwartz	Mary Schwartz	564 Blue Lakes Blvd S	
Debbie Moore	Debbie Moore	1636 Briarwood Ln	
PHIL OLIVER	Phil Oliver	200 - 2nd ave W	208 - 543-1535
Danae Curnow	DC	735 Shoshone St N	208-734-5858
Sue Burnham	Sue Burnham	2155 Grant Ave Ogden UT 84414	501-782-7071
Tom Robbins	Tom Robbins	2155 Grant Ave Ogden UT 84401	
Taige Sween	Taige Sween	360 N 700 E Millville, UT 84326	435-554-5487
Paul W Clark	Paul W Clark	824 Grace Dr. W. Twin Falls	733-3631
Dawn Jackson	Dawn Jackson	520 Magnolia TF	948-8312
Eric M Jackson	ERIC M JACKSON	520 Magnolia ave TF	948-8319

I, the undersigned, urge the City Council and Mayor to adopt the "Avenues" as the 4th Local Historic District. This would show the community that Twin Falls city government values providing a legacy for future generations.

Name (Print)	Signature	Date	Address	Email/Phone
CATHRYN SHEEN	Cathryn Sheen	6/4/2021	211 7th Ave. E.	sheen
MICHAEL BRADY	Michael Brady	6-4-2021	206 8th AVE N	BOENSJC24@Yahoo.com
Ember Fernau-Brady	Ember Fernau-Brady	6-4-2021	206 8th AVE N.	emberfernau64@gmail.com
Tyna Cummins	Tyna Cummins	6-4-2021	514 3rd Ave N.	
Roger Garcia	Roger Garcia	6-4-2021	228 8th Ave E	735-1196
Lizzy Mast	Lizzy Mast	6/5/21	Bliss, ID	lizzymast@gmail.com
DAVE FEARZ	Dave Fearz	6/5/21	137 7th AVE N.	208-420-2814
Summer Brander	Summer Brander	6-5-21	244 8th Ave N, TF	summeradsummerphotos.com
Summer Brander	Summer Brander	6-5-21	330 8th Ave N, TF	"
Cheri Aiello	Cheri Aiello	6-5-21	211 9th Ave N, TF	KEAIELLO@MAC.COM
Cheryl Johnson	Cheryl Johnson	6-6-21	261 8th AVE E.	CanyonAnchor@hotmail.com
Holly Montoya	Holly Montoya	6-6-21	161 7th Ave N	602 300 6483
Dean Montoya	Dean Montoya	6-6-21	161 7th Ave N	208-731-6105
Judy Russell	Judy Russell	6-6-21	220 8th Ave N	530-588-4263
Kevin Russell	Kevin Russell	6-6-21	220 8th Ave N	530-588-2815
Susan Bauler	Susan Bauler	6-6-21	253 7th Ave N	208-421-2316
Janine Newirth	Janine Newirth	6-6-21	207 8th Ave E	208-420-5941
THOMAS NEWIRTH	Thomas Newirth	6-6-21	207 8th Ave E	208-420-2132
Robin Hinkley	Robin Hinkley	6-6-21	154 8th Ave E	robinhinkley2@gmail.com

FRIENDS OF THE AVENUES COMMUNITY SUPPORT PETITION

We are the supporters of the Proposed local historic residential district known as "The Avenues." "The Avenues" is in the northeast corner of Twin Falls Original Townsite, which the National Park Service listed on the National Register of Historic Places in 2001. We are asking that the Twin Falls City Council adopt "The Avenues" as a Local Residential Historic District for the following reasons:

City Heritage – We want this neighborhood preserved and its attributes celebrated. Adding a residential district to the three existing districts would strengthen Historic Downtown.

City Goals – We request the city adhere to its own stated historic preservation goals as listed in the August 2018 Twin Falls Historic Preservation Master Plan, which prioritizes design guidelines for the Original Townsite, its preservation, restoration, and evaluation.

Heritage Preservation & Guidelines – Designation strives to maintain the special character of the area through defined measures that outline responsible approaches to alterations, additions, or potential demolitions, while protecting the historic nature of the neighborhoods.

We, the undersigned, urge the City Council and Mayor to adopt "The Avenues" as the 4th Local Historic District. This would show the community that Twin Falls city government values providing a legacy for future generations.

Name (please print)	Signature(s)	Address	Email/phone #
Rayetta McInturf	<i>Rayetta McInturf</i>	1701 Dora Dr. N	208-539-9195 rethuvspuppies@gmail.com
ROBERT HIGGINS	<i>[Signature]</i>	235 7 th Ave East	208-948-9473
Jordan McBride	<i>Jordan McBride</i>	818 Idaho St. E.	208-899-0439

Name (please print)

Signature(s)

Address

Email/phone #

Paula Dodd

pdodd

560 Cypress Way

ELIZABETH WIESHORE *Elizabeth Wieshore* 2451 Ironway Ave

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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
BRENDA Jacobsen	Brenda Jacobsen	6-4-22	1611 Maple Ave TF	jacobren87@gmail.com
Amy Rose	Amy Rose	6-4-22	678 Alturas Dr. N	
Scott Fowler		6-4-22	735 Rim View	
Julie Arnold	Julie Arnold	6-4-22	440 Harrison St	
Arnold Wehofer	Arnold Wehofer	6-4-22	300 Morrison St #636	Awehofer@msn.com
Kathryn Wehofer	Kathryn Wehofer	6-4-22	300 Morrison St #636	klwehofer@gmail.com
Samantha Mauch	Samantha Mauch	6/4/22	1137 10 th Ave E. TF	hammsama@gmail.com
Ruby Hammond	Ruby Hammond	6/4/22	44 Altair TF	
Michelle Hammond	Michelle Hammond	6/4/22	272 Jeannie Way TF	hamm michelle3125@gmail.com
Cory Dolan		6/4/22	136 Lakspur Dr	corydolan2017@gmail.com
Jeanette Dolan	Jeanette Dolan	6/4/22	136 Lakspur Dr	jeanette.dolan@gmail.com
Edwin Egbert	Edwin Egbert	6/14/22	469 Adams	egbertedwin@gmail.com
Robert Campbell	Robert Campbell	6/4/22	1187 Northern Pine	rjc_clan@gmail.com
Donna Cox	Donna Cox	6-4-22	255 4 th Ave East TF	mamadonna255@gmail.com
BARRY Bollwinkel		6-6-22	3065 E 3200N TF	bollwinkelbarry@gmail.com
Rhonda Bollwinkel	Rhonda Bollwinkel	6-6-22	3065 E 3200N TF	rbollwinkel@gmail.com

Friends of the Avenues
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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Brandy Climer	Brandy Climer	6-4-22	831 Cleary Way	bdelimer@gmail.com
Aspen Kemp	Aspen Kemp	6-4-22	(708) 358-5293	Lewis.as15117@gmail.com
John Alves	John Alves	6-4-22	158 Jefferson St	208-731-8270
Jamie Thomas	Jamie Thomas	6-4-22	722 Stevens Ave Filer	thomasjac30@hotmail.com
Alicia Wolford	Alicia Wolford	6-4-22	1890 Osterloh Ave	208-404-6470
Eric Nuffing	Eric Nuffing	6-4-22	1286 Quail Street	208-404-9073
Melanie Johnson	Melanie Johnson	6-4-22	432 April Ave	208-320-4384
DOUG MAFUGHAN	Doug Mafughan	6-4-22	432 BRACKEN N.	208 308 8382
Olivia Nelson	Olivia Nelson	6-4-22	2140 Elizabeth Blvd	208 490 6491
Travis Nelson	Travis Nelson	6-4-22	2140 Elizabeth Blvd	208 490 6492
John Ritzwold	John Ritzwold	6/4/22	2515 E 3500 N	208 293 2707
Cherba Ornela	Cherba Ornela	6/4/22	645 Fairbrook	208 329 0136
Alana Harms	Alana Harms	6/4/22	108 E C St Shoshone	(503) 849-3690
Michael Contreras	Michael Contreras	6/4/22	1228 8th Ave E	(208) 613-5963
Margaret Parsons	Margaret Parsons	6-4-22	259 Pleasant Rd W	208 731-5602
Joni Mahler	Joni Mahler	6-4-22	1195 Sunburst	208 539 4254
Alan McEwen	Alan McEwen			
Logan Bowman	Logan Bowman	6-4-22	648 Falls Ave W	(208) 490-7152

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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Cassie Decker	Cassie Decker	6/4/22	4038 N Blue Pastade Ct	75 934 2601
Leon Davis	Leon Davis	06/04/22	645 Fawn Brook Ct 242	(208) 805-8339
Abigail Clark	Abigail Clark	6/4/22	140 Blue Lakes Blvd	208 329 2018
Christa Ann	Christa Ann	6/4/22	2125 N Ave S Rm 109	403 376 0521
John Skiff	John Skiff	6-4-22	1846 Harrison St No	425 614 7329
Alyssa Smith	Alyssa Smith	6-4-22	726 Idaho Ave	986-213-9386
Jenni No	Jenni No	6/4/22	3639 Winding Way	208-346-9487
Jay Cook	Jay Cook	6/4/22	215 8th Ave N Buhl	208 970 3249
Connie Garcia	Connie Garcia	6/4/22	" "	" "
Skylar Nelson	Skylar Nelson	6/4/22	" "	" "
Dajana Blinn	Dajana Blinn	6/4/22	1500 Camarillo Way J.F.	208-421-4004
Sally Elving	Sally Anne Elving	6/4/22	2140 Elizabeth Blvd	208-219-6095
Gabe Furka	Gabe Furka	6-4-22	817 12th Ave Buhl	
Donna Ostby	Donna Ostby	6-4-22	4211 N 1410 E Buhl	208-543-0900
Valerie Hahn	Valerie Hahn	6-4-22	6971 B Pennwood	208-7493980
Janelle Anderson	Janelle Anderson	6-4-22		208-420-6170
Thomas E. Knott	Thomas E. Knott	6-4-22	407 Valley View Circle	208-320-6277
Muhundo	Muhundo	06-04/22	547 4th Ave E	208 613 3271

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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Ann L. Anderson	Ann L. Anderson	6-4-2022	423- Washington Kimberl	208-420-4418 f. 83341
Eloise Drake	Eloise Drake	6-4-22	305E Ave. A Jerome	eloise S mefarland@gmail.com
F. Schindler	F. Schindler	6-4-22	430 Pice	
Doug Petersen	Doug Petersen	6/4/22	6439 E Peak View Rd, Cave Creek, AZ 85331	dougspetersen@gmail.com
Valeerija Petersen	Valeerija Petersen	6/4/22	6439 E. Peak View Rd, Cave Creek, AZ 85331	gullus2001@yahoo.com
Wendy Pasque	Wendy Pasque	6/4/22	740 Alpine Circle	
Heather Mathies	Heather Mathies	6/4/22	626 King Circle Dr.	hlvoyles71@gmail.com.
Cliff Beah	Cliff Beah	6/4/22	455 Vanburen St	
Laura Peterson	Laura Peterson	6/4/22		laura.peterson.2003@yahoo.com
Tom Haman	Tom Haman	6-4-22	709 Aspenwood Ln	
Roxanne Ray	Roxanne Ray	6-4-22		roxanneray207@gmail.com
Doug Marshall	Doug Marshall	6-4-22	1341 11th Ave. E.	208-870-0055
Carol Ellison	Carol Ellison	6-4-22	961 Rivermist Path	carol.s.ellison@gmail.com
Kelly Poston	Kelly Poston	6-4-22	311 Jefferson	kposton@gmail.com
Dustin Johnson	Dustin Johnson	6-4-22	1012 Jacklyne Filer	
Kelly Monte	Kelly Monte	6-4-22	247 Lincoln St.	
Isela Gibbs	Isela Gibbs	6-4-22	218 Buchanan	higibbs@centurylink.net
Madison Kinzid	Madison Kinzid	6-4-22	213 15th ave e	360 206 8733

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Alisa Bowman	Alisa Bowman	6/4/22	618 Falls Ave W TF	208-731-9021
Bev Griffith	Beverly Griffith	6/4/22	343 Blue Lakes N	208-733-3669
Judy Ruprecht	Judy Ruprecht	6/4/22	841 Rim View Ln E	208-731-1870
Heather Johnston	Heather Johnston	6/4/22	350 Broadford Rd ⁸³³¹³	208-720-9082
Merridith Johnston	Merridith Johnston	6/4/22	350 Broadford Rd ⁸³³¹³	208-721-2571 (Historian)
M. Gonzalez	M. Gonzalez	6-4-22	1130 Kaul Ave ⁸³³⁴¹	208-410-3296
Tanner Hazelbaker	Tanner Hazelbaker	6-4-22	698 Morning S. dr	208-293-5542
Holly Hrawac	Holly Hrawac	6-4-22	344 7th Ave E.	hahhah78@yahoo.com
Brittany Kline	Brittany Kline	6-4-22	344 7th Ave E.	wowbritt96@yahoo.com
Joan Hettich	Joan Hettich	6/4/22	344 7th Ave East	208-751-3653
Joe Neil Hazelbaker	Neil Hazelbaker	6/4/22	698 Morning, Sun Dr TF	208-428-0173
Darrell Grebore	Darrell Grebore	6/4/22	2973 SAPP+22 town	208-751-5844
Ella Baker	Ella Baker	6-4-22	2421 E 3830 N Filer	208-baker38893@hotmail.com
Lena Prescott	Lena Prescott	6/4/22	2310 Falls Ave. E	(208)421-5549 brodiebaby129@gmail.com
Pablo Hernandez	Pablo Hernandez	6/4/22	903 Eastland Dr	
Stacey Hodges	Stacey Hodges	6/4/22	903 Eastland Dr	
Alicia Nunes	Alicia Nunes	6-4-22	606 Gimlet ID	208-948-0612
Tanya Nunes	Tanya Nunes	6/4/22	1096th Ave Filer ID	208-1539-8420

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Nicholas Empey	Nicholas Empey	6/4/2022	2052 Northern Sky Dr.	ndap99@gmail.com
Danella Empey	Danella Empey	6/4/2022	2052 N. Sky Dr	ndmp99@gmail.com
KRESHENEMAN	Kresheneman	6/4/2022	1500 ALLEN WOOD PATH TWIN FALLS ID	ksheneman@yahoo.com
Colleen	Colleen			
Amber Talley	Amber Talley	6/4/2022	1403 7th Ave E.	talley_9@hotmail.com
Lilas Talley	Lilas L. Talley	6-4-22	1351 7th Ave. E.	208-734-6367
MICHAEL TALLEY	Michael Talley	6/4/22	1351 7TH AVE E	208-734-6367
Tina Morkert	Tina Morkert	6/4/22	609 Adell Ave Fier	760 2196230
Greta Beckborn	Greta Beckborn	6-4-22	3976 N. 3620 E.	gpinggoose@yahoo.com
MARLYN GREENE	Marlyn Greene	6/4/22	1115 SELBORST 83686	pseudonym43@buntz.com
JOHN GREENE	John Greene	4 JUL 2022	1115 SELBORST ST 83686	GREENE02115@LUMAIL.COM
Renee Wilkins	Renee Wilkins	6-4-22	198 So Hill's	reneehaner@hotmail
Dave Nutting	Dave Nutting	6-4-22	417 Madison St ^{Kimberly}	nuttingdave58@gmail.com
Christine Kerlin	Christine Kerlin	6-4-22	712 3rd Ave. E. T.F.	ben-chrisk@live.com
Carol Biggers	Carol Biggers	6-4-22	225 Yellow Rose Ave	BiggersCarol@gmail.com
Kelly Biggers	Kelly Biggers	6-4-22	" " "	kellybiggers7@gmail.com
Beth Megger	Beth Megger	6-4-22	315 4th Street	406-852-0036
Steph Meggers	Steph Meggers	6/4/22	315 4th St	907-602-3351

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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Shianne Rindell	Shianne	6-4-22	128 Ramages St	208-290-0317
Kayla Dick	Kayla Dick	6-4-22	(208) 613-6918	Kayladick3@gmail.com
Joe Thomas		6-4-22	717 Stearns	JP.Thom42@yahoo.com
Bell Webb	Bell Webb	6-4-22	1890 Ostlund Ave	208-404-1986
Dawn Kutting	Dawn Kutting	6-4-22	1286 Quail St	208-280-9695
Kelly Williams	Kelly Williams	6-4-22	846 Buckinghams Dr	
D MAUGHAN	D Maughan	6-4-22	422 BRACKEN N.T.F.	208-280-8873
Susan Riswold	Susan Riswold	6-4-22	2515 E 3500 N.	Suzriswold@gmail.com
Kerri Brown	250	6-4-22	250 Sagg St. Kimberly ID	
SUSAN TAYLOR	Susan Taylor	6-4-22	1211 9th Ave. E T.F.	
Rebekah Lee Alexander		6-4-22		Rebekah Rebekahlee.lynn@gmail.com
Paula Barrera		6-4-22	2231 Candleridge Dr	
Carrie Gaylor	Carrie Gaylor	6-4-22	108 EC Street Shoshone	503 621 2333
Silvia Gonzalez	Silvia Gonzalez	6-4-22	428 Locust N T.F.	208-4731-5897
Melée Phillips	M. Phillips	6-4-22	805 Walnut S N T.F.	208-870-0310
Brandi Stevens	Brandi Stevens	6-4-22	1339 Washington T.F.	208 208-8738
Sara Fontana	Sara Fontana	6-4-22	1228 Grand E T.F.	208 214-1271

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Zoya Levdanskiy	Zoya Levdanskiy	5/3	435 3rd Ave E.	(208) 969-0321
DELENE WELCH	Deleene Welch	5/4	3514 N 2476 E.	(87) 7035450
Richard Welch	Richard Welch	5/4	3514 N 2474 E.	(87) 707-9371
Jon Campbell	Jon Campbell	5/4	232 N 300 E	208-404-6430
Trace Campbell	Trace Campbell	5/4	232 N 300 E	208-464-8725
Deanna Newent	Deanna Newent	6/4	1943 Stadium Blvd	208-431-0985
Syr Wood	Syr Wood	6/4	1391 Ashloy Dr.	208-516-4113
John Muehry	John Muehry	6/4	252 Thave E	208 613 4142
Gretchen Sisk	Gretchen Sisk	6/4	Filer Idaho	208 316-6324
Kevin Johnston	Kevin Johnston	6/4	1494 Northern Pine TF 83301	208-316-6569
Debye McGrath	Debye McGrath	6/4	1143 Imperial St. T.F. ID 83301	208-316-2082
Katherine Caldwell	Katherine Caldwell	6/4/22	115 6th St Filer Id 83308	208-280-8676
Zeke Kelsey	Zeke Kelsey	6/4/22	7331 Spring Cr. Dr 83301	208-320-5686
Ginny Patten	Ginny Patten	6-4-22	Circle 20 1010 Jacklynne Filer	208-751-0161
Gabriel Rott	Gabriel Rott	6/4/22	734 Maurice Street	208-421-4653
Carlin Pilcher	Carlin Pilcher	6/4/22	734 Maurice Street	208-421-4202
Effie Tillotson	Effie Tillotson	6/4/22	1853 Sigrid Ave	208-320-4096
Christina McMullen	Christina McMullen	6-4-22	821 W 5th St Filer	208-308-5874

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Braydan West	[Signature]	6/4/22	240 Elizabeth Blvd Twin Falls	braydanwest@gmail
Alisha Percy	[Signature]	6/4/22		
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Lois England	[Signature]	6-4-22		
Elizabeth Funk	[Signature]	6-4-22	2410 Elizabeth Blvd Buhl	eeunghai@gmail.com
Carleen Funk	[Signature]	6/4/22	817 12th Ave N Buhl	
Thomas J Mullen	[Signature]	6/4/22	4211 N 1410 E Buhl	
Kari Solomon	[Signature]	06/04/22	1158 S Park Ave W.	karibery04@gmail.com
Josh Anderson	[Signature]	6-04-2022	1275N College Rd	
Stephanie Knott	[Signature]	6-04-2022	407 Valley View Cir Jerome	
Tiffany Mitchell	[Signature]	6-4-22	1	208-410-2484
John Cox	[Signature]	6-4-22	255 4th Ave East T.F.	208-733-8629

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Paula Parnon	[Signature]	6-3-22	1445 Summer A	PR72016@gmail.com
Jim Kuch	[Signature]	6-3-22	584 S. 1st E	JKuch777@gmail.com
Ruth H. H. H.	[Signature]	6-3-22	2474 Falls E.	
Carl Womac	Carl Womac	6-3-22	235 7th Ave E	CRW-6253
Linnea Hogan	Linnea Hogan	6-3-22	1671 Brickwood Ln	208-490-2012 linneah41@gmail.com
Alayna Dalton	Alayna Dalton	6/3	224 4th Ave E	208-537-8612
Carolyn Bailey	Carolyn Bailey	6/3/22	406	
LARRY WILLIAMS	Larry Williams	6/3/22	1152 WILLOW RD	909 631-6633 LARRY WILLIAMS MPA EMAIL.COM
Norbert	Norbert	6-3-22	1624 Kimberly Rd	
Beth Bispo	Beth Bispo	6-3-22	212 Sage Rd. West Jerome	sbabbispo@gmail.com
Leann Guillen	Leann Guillen	6-3-22	212 Sage Rd. West Jerome	leannsguillencatt.net
Laine Bispo	Laine Bispo	6-3-22	212 Sage Rd. West Jerome	209-620-4407
Cheri Rogers	Cheri Rogers	6-3-22	224 Park Hazelton	rogerske78@gmail.com
Ken Rogers	Ken Rogers	6-3-22	224 Park Hazelton	Rogerske78@gmail.com
Fay Hauwka	Fay Hauwka	6-3-22	1227 7th Ave E	
Melody Hawes	Melody Hawes	6-3-22	1227 7th Ave E	Metune36@gmail.com
Pam Zea	Pam Zea	6-3-22	1297 F. K. I. Ave	pamzea1951@gmail.com
Rich Siler	Rich Siler	6-3-22	1154 Elizabeth	

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Michael Gray	<i>Michael Gray</i>	6/3/22	622 Heidi Ave	msalija@comcast.net
STEPHEN A ELSTON	<i>Stephen A Elston</i>	6/3/22	3697N 2710E TF	
<i>Cathy Elston</i>	<i>Cathy Elston</i>	6/3/22	" " "	<i>gibbs@comcast.net</i>
Alicia Gonzalo	<i>Alicia Gonzalo</i>	6/3/22	230 4th Ave E TF	aliciakaye10@gmail.com
Nancy Swiltsie	<i>Nancy Swiltsie</i>	6/3/22	1352 Winter Ave Jer	nswiltsie@gmail.com
Ryan Yager	<i>Ryan Yager</i>	6/3/22	434 4th Nov CW	
Mandie Anderson	<i>Mandie Anderson</i>	6/3/22	" "	
Natalie Lee	<i>Natalie Lee</i>	6/3/22	327 Jerome St.	NatLee08@gmail.com
Andy Sivert	<i>Andy Sivert</i>	6/3/22	835 Caswell Ave	ariessix@hotmail.com
Tom Crosser	<i>Tom Crosser</i>	6/3/22	949 2nd	2085441531
Theodore Hadley	<i>Theodore Hadley</i>	6/3/22	824 Northview Dr	theadley1001@outlook.com
Patricia Hadley	<i>Patricia Hadley</i>	6/3/22	824 Northview Dr.	hadlepatty@outlook.com
Kara Roberts	<i>Kara Roberts</i>	6/3/22	2607th Ave E	
James Roberts	<i>James Roberts</i>	6/3/22	2607th Ave E	
Chelsea Caldwell	<i>Chelsea Caldwell</i>	6/3/22	733 Blue Lakes Blvd	Chelsmerrell@yahoo.com
Larson Caldwell	<i>Larson Caldwell</i>	6/3/22	733 Blue Lakes Blvd	larsoncaldwell@hotmail.com
Giz Miller	<i>Giz Miller</i>	6/3/22	794 Canyon Park	gmiller1314@gmail.com
Barbara Potter	<i>Barbara Potter</i>	6/3/22	800 Highland Park Dr.	goban@me.com
Olga LeBanskiy	<i>Olga LeBanskiy</i>	6/3/22	3rd Ave East Twin Falls	

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Ramirez, Patricia	Patricia Ramirez	06/05/22	981 Sparks St N	208.732-9413 ✓
MARK D NELSON	Mark D Nelson	6-5-22	Ketchum, ID	
Daniel Deane	Daniel Deane	6-5-22	260 Second Ave North Apt 5	Deaned215@gmail.com
Brenda Crandall	Brenda Crandall	6-5-2022	125 South Idaho Street	Eden Idaho
Modesta Carlson	Modesta Carlson	6/5/2022	984 Dunnigan	modestasackett@yahoo.com
Lia Nott - Kris Hottel	Kris Hottel	6/5/22	390 Hwy 30	mondaabomb83@hotmail.com
Ann Fleenor	Ann Fleenor	06/05/22	1313 Elmwood Cir	ladyrydev1926@gmail.com
Corey Deardorff	Corey Deardorff	06/05/22	Geopring Ct	208-420-1630
Landen Talkot	Landen Talkot	6/5/22	2672 B E 4000th	4355125231
Dani Jones	Dani Jones	6/5/22	" "	208-280-9150
Richard T. Brown	Richard T. Brown	6/5/22	461 Duval/Ct.	208-751-1212
Makayla Lynn	Makayla Lynn	6/5/22	3916 N 2250 E Pkcs	208-751-2667
Rylie Tyree	Rylie Tyree	6/5/22	3876 N 2250 E Pkcs	208-751-2668
Miguel Lara	Miguel Lara	6/5/22	1352 Arrow St Twin	208 775 2002611
Shantel Lara	Shantel Lara	6-5-22	1352 Arrow St Twin	775-219-8690
Francisco J. Lora	Francisco J. Lora	6-05-22	527 Borah Ave W Apt C	509 305 4842
Margaret Schoenthal	Margaret Schoenthal	6-5-22	1122 Washington St. S. Apt 52A	208-308-2174

COMMUNITY
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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Patricia Waterman	Patricia Waterman	6/5/22	926 Rivermist Path	pattywaterman@live.com
Kathy Price	Kathy Price	6/5/22	262 Teton St.	pakeprice@yahoo.com
Phil Price	Phil Price	6/5/22	262 Teton St.	rephil@twinfallspe.org
Eric Price	Eric Price	6/5/22	262 Teton St.	alphacentari943@gmail.com
John Fisher	John Fisher	6/5/22	245 6 th Ave N	21431950@gmail.com
DANIEL KECZMER	Daniel Keczmer	6/5/22	212 LINCOLN ST.	KECZMER.DANIEL@gmail.com
Brent Choate	Brent Choate	6/5/22	2069 RIVERCREST DR	SOLUS. BLASTASY5@gmail.com
Devin Johnson	Devin Johnson	6/5/22	102 F. Illmore St	thefillmoreinn@gmail.com
Les Carberry	Les Carberry	6/5/22	161 Pierce	berryhill46@yahoo.com
Patricia Miller	Patricia Miller	6/5/22	1192 Washington St	
Sarah Boyd	Sarah Boyd	6/5/22	629 Locust St	mvsugana@gmail.com
Jerry Boyd	Jerry Boyd	6/5/22	1326 Maple Ave	
Angela Olsen	Angela Olsen	6-5-22	361 6th Ave E	@garcia1.com
Dora Martinez	Dora Martinez	6-5-22	693 S 150 E Burley	alagnas@telado
Karen Egan	Karen Egan	6/5/22	509 LYNWOOD TRAIL	Kareligan@gmail.com
Jon Reynolds	Jon Reynolds	6/5/22	509 Lynwood T.F.	jurxfrem2@gmail.com
Amanda Miller	Amanda Miller	6/5/22	335 Ketchum St	ammanders1@yahoo.com
Kristina Hughes	Kristina Hughes	6/5/22	455 Teton Dr	Kristina.hughesrealestate@gmail.com

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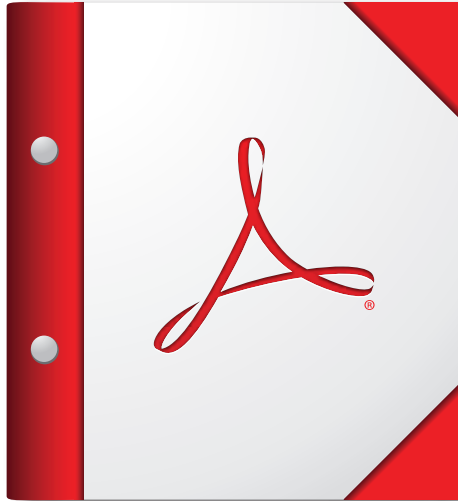
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NAME/PRINT	SIGNATURE	DATE	ADDRESS	EMAIL/PHONE
Lloyd Kirby	Lloyd Kirby	6-3-22	445 5th Ave N	
Michelle Bennett	Michelle Bennett	6-3-22	445 5th Ave N	turkeyworking1@yahoo.com
Patricia Estala	Patricia Estala	6-3-22	435 3rd Ave N	gweni4one@gmail.com
Danell Roberts	Danell Roberts	6-3-22	260 7th Ave E	electrums@gnail.com
Scot Roberts	Scot Roberts	6-3-22	260 7th Ave E	" "
Cathy Newberry	Cathy Newberry	6-3-22	311 7th Ave E	newcat311@yahoo.com
Roger Garcia	Roger Garcia	6-3-22	225 228 8th Ave	735-1146
Jenn Potter	Jenn Potter	6-3-22	207 8th Ave E	817-715-5449
David Potter	David Potter	6-3-22	207 8th Ave E	JennWelchWork@outlook.com
Frances Alves	Frances Alves	6-3-22	236 9th	francesmalves@gmail.com
Honore Alves	Honore Alves		236 9th	" "
Jeff Ruprecht	Jeff Ruprecht	6-3-22	841 Riv View Ln	ETF ruprecht@bridgemail.com
Justin Doherty	Justin Doherty	6-3-22	160 8th Ave N	Jerbear2002@msn.com
Terry Webb	Terry Webb	6-3-22	160 8th Ave N	TerryWebb1982@gmail.com
Lisa Lint	Lisa Lint	6/3/22	528 5th Ave North	lisalisa1001@yahoo.com

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NAME: FRANCES Hives

EMAIL ADDRESS:

FRANCESNTHIVES@GMAIL.COM

I am not concerned what my neighbor does and feel the restrictions will effect people repairing their homes. I am only concerned about multi family building tearing down homes not following existing P&Z that everyone has had to

follow in the Past.

Lisa Strickland

From: forms@tfid.org
Sent: Tuesday, August 9, 2022 12:32 PM
To: Kelli Ebersole; Ian Zollinger; Lisa Strickland; Jonathan Spendlove
Subject: Public Comment Notice for PZ22-0039

A public comment has been submitted for PZ22-0039 presented at the City Council Meeting on 8/15/2022.

Name: Janet Kelley
Email: drjmkelley@hotmail.com

Comments:

Thank you for having this meeting and requesting comments from the public. I think it is very important to save our history by preserving our historic sites, and to treasure the old sections of our city. I have seen a lot of cities that have failed to do this and it is a mistake. These old homes were the very 1st homes in our town! You have done a great job with the warehouse district and the downtown district and the city park! Our city is growing like crazy right now and unless we want it to look generic like every other city in the country, we need to preserve these historic areas.

It will benefit our city with property tax dollars and tourism dollars. Tourists who go to historical areas spend more money than almost any other kind of tourist and homeowners pay more property taxes than apartment dwellers, obviously! There are places for apartments in the city, they do not need to be in the historic downtown areas, towering over homes and lowering their value! Property owners pay property taxes and VOTE! Apartment dwellers do not stay in the area very long, and (if you look up the statistics) tend to move. Please, please respect your taxpaying, voting property owners when they request that you don't build a 6 story apartment right next to their home! Imagine if it were your home you were building a 6 story apartment building to overlook! Just for a moment, think if that would make you want to vote for the city council again, think if you would feel heard or cared about while you pay your property taxes to the city. I think the town homes that have been placed in the historic district blend in well. More town homes could be built in empty places if that is what is beneficial to the city, as long as they blend into the area. More homeowners would be welcome as they tend to care about their city and vote and value their property value staying high. Apartment dwellers have different priorities, as you can read about or remember from your time as an apartment dweller, as I do. Please consider the homeowners in the area as you decide this matter. Thank you.