



Twin Falls City Council Agenda

Monday, October 28, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

Members: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Christopher Reid, Grayson Stone, Cherie Vollmer

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve Accounts Payable for October 17-23, 2024.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve the Findings of Fact and Conclusions of Law:
 - Federation Point ZDA Amendment
 - Washington St S and Park Avenue Annexation

By: Jonathan Spendlove, Planning and Zoning Director
- 4) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Consider a Request to Confirm the Mayor's appointment of Paul Melni to serve on the Parks and Recreation Commission.
By: Wendy Davis, Parks and Recreation Director
 - b) **ACTION ITEM:** Authorize the City Engineer to sign a professional service agreement with Civil Science, Inc., in the amount of \$263,461 for the design of improvements at the intersection of Washington Street and Filer Avenue, of which \$19,339 will come from Street Fund Reserves to cover the City's required 7.33% local match.
By: Troy Vitek, City Engineer
 - c) **ACTION ITEM:** Request to approve the extension of an Employee Retention Program for Library employees and the allocation of \$45,000 from Library cash reserves to fund the program for fiscal year 2025.
By: Kristen Kohntopp, Human Resources Director
 - d) **ACTION ITEM:** Consider a request to approve the Intergovernmental Cooperation Agreement between the City of Twin Falls and Twin Falls County for operation of Joslin Field - Magic Valley Regional Airport and authorize the mayor to sign the agreement.
By: Shawn Barigar, Economic Development Director
 - e) **PRESENTATION:** Fall 2024 Odor Study Update By: Nathan Erickson, Environmental Manager
- 5) GENERAL PUBLIC INPUT
- 6)
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8)
- 9) PUBLIC HEARINGS
 - a) **ACTION ITEM:** Request for City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)
By: Lisa Strickland, City Planner
 - b) **ACTION ITEM:** Request for an annexation and zoning district of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)
By: Kelli Ebersole, City Planner
- 10) ADJOURNMENT

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to other speakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

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.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

ZDA Amendment, Application,

Federation Point Property, LLC
EHM Engineers Inc

Applicant(s)

)
)
)
)
)
)

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on October 14, 2024, for public hearing pursuant to public notice as required by law for a ZDA Amendment for the purpose to specify lot sizes for each building on property located at 2035 Washington St N., and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a PUD Amendment to specify lot sizes for each building on property located at 2035 Washington St N.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: August 22, 2024 and September 26, 2024.
3. The property in question is zoned Federation Point ZDA pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Unincorporated/Vacant; to the south, R-2; to the east, C-1/Washington St N; to the west, R-2

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

CONCLUSIONS OF LAW

1. The application for a ZDA Amendment to specify lot sizes for each building on property located at 2035 Washington St N. is consistent with the purpose of the Federation Point ZDA Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-6-1 thru 4 of the Twin Falls City Code and the PUD Agreement.

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

4. The application for a PUD Amendment to specify lot sizes for each building on property located at 2035 Washington St N. should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a PUD Amendment to specify lot sizes for each building on property located at 2035 Washington St N., subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though full set forth herein.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.

APPLICATION # PZ24-0081



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Gem State Dairy Products, LLC
Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on October 14, 2024, for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of M-2, for 2 (+/-) acres located on the SW corner of Park Ave. and Washington St. South and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of M-2, for 2 (+/-) acres located on the SW corner of Park Ave. and Washington St. South.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: August 22, 2024, and September 10, 2024.
3. The property in question is zoned R-6 PRO pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Neighborhood Commercial/Industrial/Flex in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Commercial Daycare; to the south, Professional Office; to the east, Parking Lot; to the west, Assisted Living Facility.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of M-2, for 2 (+/-) acres located on the SW corner of Park Ave. and Washington St. South is consistent with the purpose of the M-2 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.
2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-15-1(A) & (B) of the Twin Falls City Code.

3. The proposed use is proper use in the M-2 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

5. The application for Annexation with a zoning designation of M-2, for 2 (+/-) acres located on the SW corner of Park Ave. and Washington St. South should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for Annexation with a zoning designation of M-2 for 2 (+/-) acres located on the SW corner of Park Ave. and Washington St. South is hereby granted as presented.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Right-of-Way dedication for Park Avenue.
2. Park Avenue Right-of-Way improvements completed at the time of development.

APPLICATION # PZ24-0082



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a Request to Confirm the Mayor's appointment of Paul Melni to serve on the Parks and Recreation Commission.

Time Estimate:

Allow approximately 5 minutes

Background:

City Code 2-4-3 Membership: states: "There shall be nine (9) voting members of the Parks and Recreation Commission to be appointed by the Mayor and confirmed by members of the City Council".

It has been the City's policy to conduct interviews when vacancies occurred due to resignation, terms not being renewed or members serving their full terms.

Parks and Recreation Commissioner Ashley Squires resigned after serving seven months of her new term because of a new job. Her vacancy was announced and five applications were received. An interview committee consisting of Councilwoman and Parks and Recreation Commission liaison Cherie Vollmer and Parks and Recreation Director Wendy Davis met and interviewed the applicants. All applicants were well qualified and possessed a variety of strengths. The committee evaluated the composition of the Commission and recommended Mayor Pierce appoint Paul Melni to fill the vacancy based on his connection to the pool and outdoor spaces, both of which add depth to the Commission membership. Mayor Pierce is recommending that the Council confirm her recommendation to appoint Paul Melni to serve the remaining term, which will expire in March of 2027.

Approval Process:

A majority vote by the City Council is needed to approve this request.

Budget Impact:

There is no budgetary impact associated with this request.

Regulatory Impact:

Confirmation of the Mayor's recommendation will appoint Paul Melni to serve the remaining 2 years and 5 months on the Parks and Recreation Commission.

History:

N/A

Analysis:

N/A

Conclusion:

A back ground check has been successfully completed and Mayor Pierce recommends approval of this request.

Attachments:

None



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer , City Engineer

ACTION ITEM

Request:

Authorize the City Engineer to sign a professional service agreement with Civil Science, Inc., in the amount of \$263,461 for the design of improvements at the intersection of Washington Street and Filer Avenue, of which \$19,339 will come from Street Fund Reserves to cover the City's required 7.33% local match.

Time Estimate:

5 minutes

Background:

Back in September of 2022, the Mayor signed a State Local Agreement(attached) for Twin Falls to match 7.34% funds awarded by a Federal Aid grant to improve the Safety and Functionality of the intersection of Filer and Washington. Unfortunately, the Federal award process has been delayed, due to extenuating factors, until recently. The delay has made it difficult for City Staff to account for these funds in the most recent budget.

Therefore we request that the City Council authorize the City Engineer to sign, the attached, Local Professional Services Agreement and allow for the costs associated with the design of the intersection improvements.

It is important to note that this Federal Aid Grant requires the City, as the sponsor, to front the costs of the design, then request reimbursement of the 92.66% of grant funding. Therefore, Staff is requesting the full amount for design costs with the understanding that the City will be reimbursed with the grant. The total match after the reimbursement is credited will be \$19,338.04.

Approval Process:

By Majority vote of the City Council, authorizing the City Engineer to Sign the Contract

Budget Impact:

If the Council approves this request, \$19,338.04 of Street Fund Reserves will be authorized to be used as the City's match amount for an Idaho Transportation Department grant that will be used to fund the \$263,461.00 design contract for the Washington/Filer intersection improvements.

Regulatory Impact:

none

History:

Analysis:

Conclusion:

Staff recommends the Mayor and Council authorize the City Engineer to sign a design contract, in the amount of \$263,461, for design work on the Washington/Filer intersection and allow for an Idaho Transportation Department grant and \$19,338.04 of Street Fund Reserves to be used as the City's grant match amount for payment of the design contract.

Attachments:

1. 23329 - Local Professional Services CS
2. 23329 SLA PD Executed by COTF

Idaho Transportation Department
Local Professional Services Agreement

Agreement #: 97003

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF TWIN FALLS, whose address is PO Box 1907 Twin Falls, ID 83301, hereinafter called the "Sponsor," and Civil Science, Inc., whose address is 376 Falls Avenue, , Twin Falls, ID, 83301, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
SMA-7072, INT WASHINGTON ST AND FILER AVE, TWIN FALLS	A023(329)	23329

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

Precision Engineering, LLC
Desert West Environmental, LLC
Shannon & Wilson, Inc.

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Brian Wright, Safety Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:

- a. **Attachment No. 1L** is the Consultant Agreement Specifications which are applicable to all agreements.
- b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.
- c. **Attachment No. 3** is the approved Consultant DBE Commitment form (ITD-2398) for this Agreement.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://itd.idaho.gov/business/?target=consultant-agreements> .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **8/31/2026**.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Cost Plus Fixed Fee

B. Compensation Amount

1. Not-To-Exceed Amount: **\$263,461.00**
2. Additional Services Amount: **\$0.00**
3. Total Agreement Amount: **\$263,461.00**

C. Fixed Fee Amount: **\$8,495.00** (This is included in the Total Agreement Amount.)

D. Approved Overhead Rates for Prime Consultant and Subconsultants

Civil Science, Inc.	175.51%
Precision Engineering, LLC	69.09%
Desert West Environmental, LLC	114.96%
Shannon & Wilson, Inc.	187.15%

E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Non-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount may be negotiated. In no case will rates be adjusted more than once per agreement year.

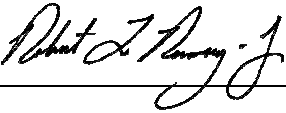
F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **\$150,000.00** to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

CIVIL SCIENCE, INC.

Consultant

By: 

Title: Vice President

CITY OF TWIN FALLS

Local Sponsor

By: _____

Title: _____

**IDAHO TRANSPORTATION
DEPARTMENT**

By: _____

Title: _____

ATTACHMENT NO. 1L

CONSULTANT AGREEMENT SPECIFICATIONS

These specifications supplement Local Professional Services Agreements and shall be attached to said Agreements.

A. DEFINITIONS

1. **Administrator:** Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the Local Public Agency.
2. **Combined Overhead:** The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. **Cost:** Cost is the sum of the hourly charge out rate and other direct costs.
4. **Cost Plus Fixed Fee:** Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.
5. **CPM:** Critical Path Scheduling. The CPM will list work tasks, their durations, milestones and their dates, and State/Local review periods.
6. **Fixed Fee:** A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.
7. **General Administrative Overhead (Indirect Expenses):** The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.
8. **Hourly Charge Out Rate:** The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.
9. **Incentive/Disincentive Clause:** Allows for the increase or decrease of total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. **Lump Sum:** An agreed upon total amount, that will constitute full payment for all work described in the Agreement.
11. **Milestones:** Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be "working" or "calendar" days. As many milestones as the Consultant and the State/Sponsor believe necessary for the satisfactory completion of the Agreement will be negotiated.
12. **Not-To-Exceed Amount:** The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.
13. **Other Direct Costs:** The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.
14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost):** The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.
16. **Per Diem Rates:** Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .
17. **Standard of Care:** The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.
18. **State:** Normally "State" refers to the Idaho Transportation Department.
19. **Sponsor:** The "Sponsor" refers to the local public agency.
20. **Unit Prices:** The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by audit accepted by the State.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally acceptable standard of care. When the work is of a nature that requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all reviews performed by the State or their representatives.

D. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or Subconsultants capable of and devoted to the successful accomplishment of work to be performed under the Agreement. The specific individuals or Subconsultants listed in this Agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the Sponsor for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

F. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount and specify the milestone(s) for which the PSA represents. The Sponsor assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.
2. The Consultant's work of this Agreement will be divided into milestones, each governed by a separate PSA. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator and shall identify the need for additional authorization via issuance of the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.
3. The Agreement is lump sum, unit cost, or cost plus fixed fee amount as indicated in this Agreement and may include an Additional Services amount for possible extra work not contemplated in the original scope of work. For the Consultant to receive payment for any work under the Additional Services Amount of this Agreement, said work must be authorized and performed under a PSA issued by the State specifically for the extra work. Should the Sponsor request that the Consultant perform additional services, the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

G. PROJECT SCHEDULING

All negotiated agreements shall be accompanied by a critical path method schedule (CPM Schedule). The CPM Schedule will list the work tasks for the Agreement, their duration, negotiated milestones and their completion dates, including State/Local review periods. The format of this schedule shall be agreed on prior to signing the Agreement.

Along with the monthly progress report, the Consultant shall provide monthly CPM Schedule updates to the Agreement Administrator for approval. The CPM schedule shall show project percent completed on each task.

H. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State. When no work will be performed for a period of time, this requirement can be waived by written notice from the Agreement Administrator. However, at such time as work re-commences, the monthly progress reports shall resume.

The Consultant shall provide monthly progress schedule (CPM) updates to the Agreement Administrator.

The monthly progress report and schedule update will be submitted by the tenth of each month following the month being reported or as otherwise agreed to in the approved scope of work.

The Agreement Administrator will review the progress report and submit approved invoices for payment within two weeks of receiving the invoice, the associated monthly report and the schedule update.

Each progress report shall list invoices by PSA number and reference milestones.

I. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The Sponsor will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement PSA or Supplemental Agreement has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the Sponsor. If at any time, the Sponsor determines that the work is not progressing in a satisfactory manner, further payments may be suspended or withheld for sums that are deemed appropriate for unsatisfactory services.
3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the Sponsor. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.
4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the BID OPENING milestone. If the project is deemed by the Sponsor to be ready for advertisement, but advertisement is postponed at no fault of the Consultant, any incentive earned will be paid.
5. Payments to Subconsultants

The Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the State under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment

amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

J. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

- a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this Agreement, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

- b. The Sponsor warrants that the above Consultant or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this Agreement.

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency, the State, or the Sponsor, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the Sponsor.

- a. Increase in the work required by the Sponsor due to unforeseen circumstances.
- b. Revision in the work required by the Sponsor subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the Sponsor.
- d. Reduction in the work required by the Sponsor due to unforeseen circumstances.

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the Sponsor and the Consultant. During such

negotiations the Sponsor may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of Sponsor order for nonperformance, a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the Sponsor will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the Sponsor and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the State and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the Sponsor.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

5. TERMINATION

The Sponsor may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the Sponsor.

Prior to giving notice of termination for the reasons set forth in a through c above, the Sponsor shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the Sponsor. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the Sponsor. Upon receipt by the Sponsor of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Sponsor and the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for mediation or arbitration. Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and Sponsor agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the Sponsor.

7. ACCEPTANCE OF WORK

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by State practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and level of detail required by the State in its project development procedures.
- c. It is understood by the Consultant that the Sponsor is relying upon the professional expertise and ability of the Consultant in performance of the Agreement. Any examination of the Consultant's work product by the State/Sponsor will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense. Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of Consultant's work product by the Sponsor for payment, partial or final, shall not constitute a waiver of any rights the Sponsor may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the Sponsor. The Consultant shall respond to the Sponsor's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the Sponsor, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the Sponsor due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with the preparation of the plans, study, or report, shall become the property of, and be delivered to, the Sponsor without restrictions or limitations of their further use. Any use of these materials by the Sponsor for purposes other than intended under this agreement shall be at the risk of the Sponsor. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. AERIAL PHOTOGRAPHY

After aerial photography has been flown, processed and checked for coverage, the negatives shall be sent to the State at the address indicated on the Agreement for evaluation, labeling, and prints or diapositives as needed by the District and the Consultant. The negatives shall become the property of the State. Along with the negatives, the Consultant shall also deliver the Report of Calibration for the aerial camera used for the aerial photography, the flight maps, and the flight log. Once complete, a copy of the mapping shall be placed on a CD-ROM and sent to the address specified in the Agreement.

10. CADD SPECIFICATIONS

Two copies of all drawings shall be furnished to the Department upon completion of the contract. One copy shall be a durable reproduction of the drawing stamped and signed by the Engineer. An electronic stamp is acceptable, provided it is registered and approved with the Board of Professional Engineers and Land Surveyors. Roadway plans shall be furnished on 11" x 17" sheets. Structures plans shall be furnished on 22" x 34" sheets. The other copy shall be an electronic drawing file in a MicroStation .DGN file format. Electronic files shall be delivered in one of the following:

- a. Placed within ITD's ProjectWise DataSource (See CADD Manual for proper locations for file storage)
- b. Standard CD/DVD-ROM Format

Files shall be developed with MicroStation software, SS4 Version 8.11X or higher; or converted to the MicroStation .DGN file format with all conversion errors corrected prior to delivery. If the consultant elects to convert files from other CADD software to the .DGN format, the consultant may be required at various times during the contract period to provide proof that all conversion errors can be corrected.

Refer to the CADD Manual for a complete set of CADD Standards. The manual is available at the following website: <http://apps.itd.idaho.gov/apps/manuals/manualsonline.html> .

11. GEOTECHNICAL AND MATERIALS WORK

If geotechnical and materials work is required under this Agreement, the Consultant must ensure that any Subconsultant performing geotechnical and materials work be involved in the final design review. This does not mean that the geotechnical and materials Subconsultant must attend the actual final design review meeting, but does mean that the Subconsultant, will at a minimum, participate in the final design plans and proposal review to assure that all geotechnical and materials recommendations/issues it raised concerning the project have been addressed, or notify the Consultant of any outstanding issues.

12. HIGHWAY CONSTRUCTION ESTIMATING PROGRAM

The Idaho Transportation Department has adopted the Trns.Port Estimator™ Highway Construction Cost Estimation software package as the standard for developing all highway construction cost estimates. Consultants who prepare PS&E (Plans, Specifications and Estimate) packages for submittal to ITD are required to use Estimator. Further information is available at the following Web Site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

13. INDEMNITY

- a. Concerning claims of third parties, the Consultant shall indemnify, and hold harmless and defend the Sponsor from any and all damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant in the prosecution of the work which is the subject of this Agreement.
- b. Concerning claims of the Sponsor, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or a Subconsultant or their agents or employees to the design, preparation of plans and/or specifications, or other assignments completed under this Agreement, to the standards accepted at the time of the Final Design Review, other established review periods.
- c. Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the Sponsor for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances.

14. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the State (if applicable), otherwise for one (1) year after acceptance of the work by the State.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

15. ENDORSEMENT BY ENGINEER, ARCHITECT, LAND SURVEYOR, AND GEOLOGIST

Where applicable, the Professional Engineer, Architect, Land Surveyor, or Geologist in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the State based on a reasonable understanding of the project at the time of negotiation.

16. LEGAL COMPLIANCE

The Consultant at all times shall, as a professional, observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

17. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the Sponsor. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

18. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

19. PATENTS AND COPYRIGHTS

The Consultant shall hold and save the Sponsor and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, and copyright.

20. NONDISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations.** The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. <http://apps.itd.idaho.gov/apps/ocr/index.aspx>
2. **Nondiscrimination.** The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.
4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.
5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the Consultant until they have achieved compliance;
 - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
 - Cancellation, termination or suspension of the Agreement, in whole or in part;
 - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or \$7,700, whichever is less.
6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of \$10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 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 § 4 71, Section 4 7123), 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, 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 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination 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 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).

21. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

22. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

23. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. 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.
- 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

24. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Scope of Work (Phase I)

Int Washington St. & Filer Ave. Twin Falls, Idaho Project No. A023(329) (Key No. 23329)

Date: March 5, 2024

Prepared by: Civil Science, Inc.

BACKGROUND

The project consists of design services for reconstructing the intersection of Washington St. and Filer Ave. with potential widening on Filer Ave in the City of Twin Falls. This section of Washington Street is a 5-lane roadway with curb and gutter. Filer Ave. is a 4-lane roadway with no dedicated turn lanes. The project currently consists of curb and gutter with outdated ADA ramps and traffic signal. The approximate project length will be 250 l.f. in each direction from the center of the intersection.

This project will perform a traffic study to analyze and identify recommended intersection improvements to maximize the capacity of the intersection, improve safety, and allow coordination with the signal network on Washington St. The project will also include signalization design, survey, public involvement, environmental study, geotechnical investigation/design, pavement design (recommended concrete paving), right-of-way plans as needed in addition to utility coordination.

APPROACH

To implement the proposed project, Civil Science offers a work plan that merge with the existing ITD Design Process as identified in the ITD Design Manual. This work plan builds upon this established process and recognizes the unique aspects of this project. A Categorical Exclusion is anticipated for the project Environmental Document. A Public Hearing is anticipated for this project. One public open house meeting, one online open house and one public hearing are anticipated.

Preliminary design efforts will be used to support the environmental evaluation and to further define and refine the project concept, scope, and budgeted cost. The preliminary design together with the approved environmental evaluation will be summarized in a Charter for review and concurrence of LHTAC and the City of Twin Falls. Final Design efforts will produce a project PS&E package that includes all project design elements.

Civil Science Inc. will function as the engineering CONSULTANT on the project. Civil Science will assume administrative responsibility and will follow and administer appropriate policy and procedures in the process of providing engineering services for the project. All work performed under this contract will be performed in accordance with applicable Standards, Specifications, Manuals, and Policies and Procedures established by ITD. All work will be coordinated through

the designated LHTAC Project Manager who, in turn, will coordinate with ITD and FHWA to obtain necessary approvals of the work.

The *ITD Roadway Design Manual*, *AASHTO A Policy on Geometric Design of Highways and Streets* and *ITD Bridge Design LRFD Manual*, as applicable, will be used in developing the project design. Precision Engineering will provide the traffic analysis and signal design for this project, Shannon & Wilson will provide the geotechnical engineering associated with this project, while Desert West Environmental will provide specialized environmental services. Civil Science will provide additional oversight and aid to these companies as indicated in the individual sections of the Scope of Work.

Project milestones within this scope of services include:

1. Combined Phase Report Acceptance
2. Charter Approval
3. Preliminary Design Review
4. Environmental Evaluation Approval
5. Final Design Review
6. PS&E Submittal

Our detailed work plan is summarized as follows:

1. PROJECT ADMINISTRATION

Consistent interaction and communication of project team members will facilitate project completion on time and in budget. It is assumed the project administration will be over a 3-year period. (Year 1 – Preliminary Design, Year 2 – Final Design and ROW Plans, Year 3 – PS&E) The following management tools and actions will be implemented on this project:

1. Project Initiation

- a. Upon Notice to Proceed Civil Science will establish the project files in ProjectWise for the project as well as the project accounting.
- b. Develop the project baseline schedule using Microsoft Projects.

2. Project Management

- a. **Monthly Reports.** Prepare invoices, LHTAC 0771, ITD 2761, and update schedule monthly and submit to LHTAC via e-mail.
- b. **Project Review.** Review Scope of Work, project schedule and progress, timesheet charges, expenditures, project budget, and staffing needs weekly.
- c. **Project Coordination.** Coordinate with Subconsultants, City of Twin Falls, and LHTAC monthly via e-mail or telephone to evaluate project progress and ensure proper follow through of necessary action items.
- d. **Project Administration.** Project filing, project correspondence, and general project administration.

Project meetings are indicated in the associated design tasks detailed herein. If the City of Twin Falls or LHTAC desires more of the Consultant's time for project related meetings, such services will be provided by the Consultant as Extra Work.

2. CHARTER

A Charter addressing the foundational design elements of the project will be generated for this project using the ITD 0332 form. This report will serve as the basis for subsequent design work. To begin the Charter process, a coordination/kickoff meeting will be held to discuss potential preliminary design alternatives to be evaluated.

1. Meetings

- a. **Coordination/Kickoff Meeting.** A project kickoff meeting will be held at the City of Twin Falls Engineering office. The meeting will be attended by the Consultant Team (Project Manager, Lead Designer, and Materials Manager), the City of Twin Falls representatives, and LHTAC Project Manager. This meeting will discuss Contract expectations, flow of information, invoicing and progress reports. The consultant team will cover key project issues including scope, schedule, and budget. This meeting will also incorporate a field visit to the project site to identify potential issues and options.
- b. **Prepare/Distribute Meeting Minutes.** Provide meeting minutes and distribute to attendees via e-mail.

2. Data Collection

- a. **Obtain Project Data.** Meet with the City of Twin Falls personnel to gather background readily available information including adjacent property owner contact information, property maps/deeds/descriptions, City right-of-way or prescriptive right conditions, section corner information, and route related data.
- b. **Traffic Data and Projections.** Civil Science will coordinate with Precision and the City of Twin Falls in collecting the traffic counts for the intersection of Washington St. and Filer Ave. As defined in the attached Precision Scope of Work, Precision will take this information and determine the design hourly volume (DHV) for the project. The year 2050 projected DHV and ADT will be used for determining standards per section 335.02 of the *ITD Roadway Design Manual*.
- c. **Crash Data.** Civil Science will review the existing crash data history from the LHTAC Idaho Local Road Crash Data Interactive Map. Civil Science will coordinate with the City of Twin Falls and Precision Engineering to determine if additional safety measures such as a raised median is needed to improve safety. The information collected will be included in the Charter.

3. ITD Forms

- a. **ITD 2839 Right-of-Way Cost Estimate.** It is anticipated there will be 8 parcels to be acquired for the proposed alignment of the project. ITD Form 2839 Right-of-Way Cost Estimate will be used to indicate the anticipated right-of-way expenses. This form will be included in the Charter Submittal.
- b. **ITD 1150 Project Cost Summary Sheet.** The estimated costs for the roadway alternative will be established using the ITD form 1150 Project Cost Summary Sheet. The estimate will assume a 15% mobilization expense and 25% for construction engineering and contingencies.
- c. **ITD 0332 Infrastructure Charter Template.** ITD Form 0332 Infrastructure Charter Template will be completed for the Charter. The project will meet State standards with oversight being exempt. The roadway standards will be based on the *ITD Roadway Design Manual*. Two alternatives and the associated costs will be evaluated for the project and included in the ITD Form 0332.

- d. **Project Description.** A description will be developed and included as part of the Charter and will be used in developing the design study report in accordance with the *ITD Roadway Design Manual*. The report will include a short narrative of the project including the purpose and needs statement. Also included will be a description of the alternatives evaluated for the project and design standards used in developing the alternatives.

4. Charter Submittal and Review

- a. **Charter.** The Charter will be assembled and prepared for submittal. A cover letter addressing the Charter will be developed and included in the submittal. A QA of the Charter and Cover Letter will be provided prior to submittal.
- b. **Charter Submittal.** Civil Science will present a copy of the Charter to LHTAC and the City of Twin Falls for review, approval, and signature. Review comments will be returned to Civil Science within 2 weeks of receipt. Civil Science will make revisions accordingly and resubmit for final acceptance. It is anticipated that the signed Charter will be returned to Civil Science within 1 week of receipt.

3. SURVEY AND MAPPING

Civil Science will obtain topography to be used in developing the mapping for the project. Work will include establishing survey control, providing field surveys, obtaining permission to access private properties, and generating mapping based on the collected information.

1. Establish Survey Control

- a. **Identify existing USGS and Section Corner Monuments and obtain control information.** Survey horizontal and vertical control will be utilized for the survey monument location services and associated information sheet. The survey control network for the project will be based on readily available section corners and NGS Monuments. These monuments will be mathematically tied to the Idaho State Plane Coordinate System (ISPC) by static GPS with Opus corrections utilizing a USGS point for calibration. Right-of-way and survey control for this project will be referenced from this network.
- b. **Obtain County Corner Section Tie Sheets and Local Monument Information.** Civil Science will obtain from Twin Falls County the Corner Perpetuation and Filing Records, Records of Survey, Plats, and Unrecorded Surveys that are relevant to the property descriptions associated with the project. Civil Science will also review the Bureau of Land Management maps on their website and the National Geographic Survey maps on their website for monument information. These items shall be obtained prior to the field survey. Civil Science will verify the field location of the monuments indicated from the research within the project limits and within the existing right of way fencing. It is anticipated that up to 2 monuments are located under the existing pavement on Filer Ave. Should more than 2 survey monuments be located under the existing asphalt, the additional asphalt removal and replacement will be considered as additional work outside of this contract. Civil Science is not required as part of this agreement to relocate and reestablish monuments, et.al., identified during the records search, which were searched for but not found during the field search. Civil Science will indicate in the submitted documentation that these items were not found.

- c. **Establish additional benchmarks.** Additional benchmarks will be established from local monuments and control that is relevant to the property descriptions associated with the project.
- d. **Include Survey Control in Project Mapping.** The section corners and monuments used for network control shall be included in the project documentation. All land survey monuments within the project limits as described in the background section will be shown on the survey monument sheet. This includes monuments of property controlling corners and accessories to corners. A note indicating that ISPC Grid adjusted to ground was used in establishing the survey will be included on the survey monument sheet. A table will be provided indicating the Coordinate Datum, Idaho Zone Number, Combination Factor, and the monument information in both Grid and Ground Bearings which will be stamped by the PLS over the survey activities. The coordinate system, based on NAD83 and NAVD 88, shall be used with coordinate points calculated for all project control survey points.
- e. **Locate and Mark Survey Control.** Each survey control point referenced for the survey monument sheet will be located and marked via paint on the adjacent solid surface or lathe with flagging for future reference.

2. Field Survey

- a. **Access Permission.** Civil Science will develop and mail letters identifying the intent of access to property owners allowing permission to access their property to collect survey data. Up to 100 letters are anticipated. Civil Science will identify the areas where access will be needed and will obtain the owner names and addresses for these properties from the County.
- b. **Topography.** Civil Science will survey the existing topography using ITD Standard Survey Codes. The survey limits will be up to 50 feet on either side of the anticipated horizontal alignment. Sufficient survey will be provided at the beginning and end of the project to allow for adequate tie-in into the existing roadway. The survey limits will extend 500 feet along centerline from the center of the intersection down each leg of the intersection. This will be performed in an effort to encompass sufficient survey for the project.
- c. **Utilities.** Civil Science will survey existing utilities that are visible such as power poles, vaults, pedestals, etc. This data will be incorporated into the collection standard topography survey. Underground utility location will be surveyed from dig line paint and/or drawn in based on maps provided by the utilities.
- d. **Right-of-way.** Civil Science will survey right-of-way indicators such as fences, exposed property corners, etc.

3. Mapping

- a. **Develop Topographical Mapping Elements.** Civil Science will develop topographical mapping elements for project design and construction documents in MicroStation format. The mapping will incorporate the data collected during the field survey along with the survey control network based on the horizontal and vertical control used in the survey process.
- b. **Digital Terrain Model.** Civil Science will generate a Digital Terrain Model (DTM) in Openroads format of the existing ground which will be used as the basis for the project design.

- c. **Utility Mapping.** Civil Science will contact Dig Line for utility mapping within the project location. Coordination will occur between Civil Science and the City of Twin Falls to identify utilities not associated with Dig Line. Civil Science will submit an initial letter outlining the proposed project, length, and terminal points along with a vicinity map of the project. This letter will request utility location and elevations and notify the utility company of future roadway plans indicating the utility locations.

4. ENVIRONMENTAL

The work anticipated on this project consists of a potential storm sewer system revisions, new signal locations/improvements, in conjunction with the new road construction and widening. Desert West Environmental will provide the environmental evaluation as defined in the attached Desert West Environmental Scope of Work. There are no significant environmental issues anticipated on this project and a Categorical Exclusion for this project is anticipated. A reevaluation prior to construction is not included in this scope of work and would require a supplemental agreement. A public hearing is anticipated as well as one open house meeting (in person and/or virtual) with the impacted property owners and the City of Twin Falls Representative. The project environmental evaluation will be completed as described in the *ITD Roadway Design Manual*. A location hearing and design hearing are not anticipated. Waste sites and materials source sites will not be included as part of this scope of work. Should any additional studies become necessary, these can be performed as Additional Services. See the attached Desert West Environmental Scope of Work describing the anticipated tasks associated with the environmental documentation and the environmental related tasks that are not anticipated on this project. When appropriate, Desert West Environmental will coordinate directly with the environmental staff at LHTAC and will cc: Civil Science and the LHTAC project manager.

1. Public Involvement

- a. **Public Notification.** Civil Science will coordinate with the City of Twin Falls (Josh Palmer) and Desert West Environmental in generating and mailing a notification flyer containing a brief description of the project and an invitation to an open house meeting to each property owner. Information to be presented at these meetings will be submitted to LHTAC and the City of Twin Falls for review. Documents discussing the environmental process will be submitted to LHTAC and the City of Twin Falls for review prior to the meeting.
- b. **Public Involvement.** Civil Science will coordinate with Desert West Environmental in preparation for the public open house meetings and will attend the meeting. Desert West Environmental will provide the Public Involvement tasks as indicated in the attached Desert West Environmental Scope of Work. Civil Science will meet one-on-one with the City of Twin Falls and the owners of property that will be impacted by the project and inform them of the proposed project and discuss the anticipated impacts. The open house meeting will allow the public to comment on the proposed project prior to the preliminary design process and at the end of the preliminary design process. Information to be presented at this meeting will be submitted to LHTAC and the City of Twin Falls for review. Desert West Environmental will prepare the displays that will be presented at the open house meetings.

2. **Cultural Resources.** Per the attached Desert West Environmental Scope of Work, it is understood that LHTAC will conduct a cultural resources literature review of the project area of potential effect (APE) and will prepare a memo noting that cultural resources survey will not be necessary. Civil Science will provide support services which includes all related coordination with LHTAC and the City of Twin Falls, private property owner information, and QA review of the 1502 Submittal Package and Cultural Resource Report. If a cultural resources survey is deemed necessary, this can be completed as additional services.
3. **Section 4(f) Evaluation.** It is assumed this task is not warranted. If deemed necessary, this can be completed as additional services.
4. **Aquatic Resource Delineation Report.** It is assumed this task is not required for the project due to the lack of aquatic resources in the project area. If determined necessary, this task can be completed under a supplemental agreement.
5. **Aquatic Resource Impact Analysis.** It is assumed this task is not required for the project due to the lack of aquatic resources in the project area. If determined necessary, this task can be completed under a supplemental agreement.
6. **Threatened, Endangered and Sensitive Species.** Civil Science will coordinate and provide support services to Desert West Environmental as they provide the work associated with the Threatened, Endangered, and Sensitive Species tasks as defined in the attached Desert West Environmental Scope of Work. Civil Science support services includes all related coordination with LHTAC and the City of Twin Falls. If there are impacts, this will be discussed and summarized in the EE/ITD 0654 Form.
7. **Noise.** It is assumed that a noise analysis is not warranted.
8. **Hazardous Materials.** Civil Science will coordinate and provide support services to Desert West Environmental as they provide the task associated with the Hazardous Materials as defined in the attached Desert West Environmental Scope of Work. Civil Science support services includes all related coordination with LHTAC and the City of Twin Falls. If there are impacts, this will be discussed and summarized in the EE/ITD 0654 Form.
9. **Hydrology.** Civil Science will coordinate and provide support services to Desert West Environmental as they provide the task associated with the Hydrology as defined in the attached Desert West Environmental Scope of Work. Civil Science support services includes all related coordination with LHTAC and the City of Twin Falls.
10. **Water Quality and NPDES Checklist.** Civil Science will coordinate and provide support services to Desert West Environmental as they provide the task associated with the Water Quality as defined in the attached Desert West Environmental Scope of Work. If there are impacts, this will be discussed and summarized in the EE/ITD 0654 Form.
11. **Environmental Evaluation.** Civil Science will coordinate and provide support services to Desert West Environmental as they provide the task associated with the Environmental Evaluation as defined in the attached Desert West Environmental Scope of Work. Civil Science support services includes all related coordination with LHTAC and the City of Twin Falls, generate the Location and Vicinity Maps, generate the purpose, and Need statement, provide the Project Description including project limits, and QA review of the ITD 0654.

5. MATERIALS REPORTS

Material Reports for this reconstruction and widening project will be generated by Shannon & Wilson and integrated into the design plans and specifications for the project. The attached Shannon & Wilson Scope of Work defines the tasks and constraints anticipated on this project including Roadway Materials Report and Geotechnical Engineering Report.

1. **Reconnaissance and Advance Preparations.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Reconnaissance and Advance Preparations as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls and initial site visit with Shannon & Wilson.
2. **Subsurface Explorations.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Subsurface Explorations as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls.
3. **Laboratory Testing.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Laboratory Testing as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls.
4. **Data Development and Analyses.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Data Development and Analysis as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls, review of the GRS-IBS/WWRS feasibility form and provide the plan and profile information for the FIP.
5. **Reporting.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Reporting as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls and QA Review of all submitted reports including the Roadway Materials Report, Geotechnical Engineering Report, and Final Design Review.
6. **Administration.** Civil Science will coordinate and provide support services to Shannon & Wilson as they provide the task associated with the Administration as defined in the attached Shannon & Wilson Scope of Work. Civil Science support services includes all related coordination with Shannon & Wilson, LHTAC and the City of Twin Falls. Civil Science will review findings and confirm that the proposed design is rational and not considerably overbuilt leading to undue costs prior to inclusion into the project design.

6. PRELIMINARY ROADWAY DESIGN

Upon completion of the survey and mapping, Civil Science will begin the preliminary design of the roadway project. The preliminary design will be formulated in compliance with the ITD Design process as indicated in the *ITD Roadway Design Manual*, *AASHTO A Policy on Geometric Design of Highways and Streets* and, where applicable, the *ITD Bridge Design LRFD Manual*. A preliminary design package will be distributed for review with a formal meeting to review the plans. Comments from the review will be assembled and addressed for the final design process. Once a hearing waiver is granted then the Design Study Report will be

submitted for granting design approval. Due to the nature of the project a preliminary drainage design and drainage study is not anticipated. A Traffic Study Report will be prepared for by Precision as defined in their attached Scope of Work. Civil Science will submit a copy of the draft Traffic Study Report to LHTAC and the City of Twin Falls for their review and comments to be included in the final Traffic Study Report. Civil Science will submit a copy of the Preliminary Design to the City of Twin Falls and LHTAC for review with comments being submitted to Civil Science at the preliminary design review meeting to be held at the City of Twin Falls Engineering office within two weeks of distribution of the preliminary plans. Civil Science will incorporate the comments from the preliminary design review meeting as part of the final design process. Throughout the preliminary design process Civil Science will systematically provide constructability reviews to ensure the project plans produce a biddable, buildable, cost effective, and maintainable project. Value Engineering will not be required on this project. Right-of-Way impacts are anticipated; therefore, Right-of-Way or Total Ownership Maps will be included in the plan sheets.

1. **Preliminary Title Sheet.** Civil Science will prepare the title sheet per the ITD Design Manual. This will include incorporating the vicinity map and inserting the traffic data.
2. **Preliminary Total Ownership Maps.** It is anticipated that existing right-of-way will accommodate the majority of the roadway alignment. New right-of-way will be required for portions of the proposed roadway widening. Civil Science will prepare preliminary Total Ownership Maps indicating the existing or prescriptive rights-of-way and the adjacent property owner information as well as indicating the rights-of-way needed to construct the project. The property information will be plotted onto the Ownership map including adjusting and rotating the section and monument lines, fitting the property description to the property matrix, and performing any rotation or translation necessary to resolve conflicts. Up to 20 existing parcels are anticipated for research. The Total Ownership Map will consist of approximately 5 sheets at 100:1 scale.
3. **Preliminary Project Clearance Summary Sheet.** The Project Clearance Summary Sheet will be drafted and identify the items requiring clearance on the project. The anticipated clearances include the Charter Approval, public hearing date, design approval, Environmental Document Approval, right-of-way certificate, and SWPPP. The utility companies within the project limits will be identified on this sheet. Access control is not anticipated to change. The estimating basis will be per recommendation from LHTAC.
4. **Preliminary Typical Sections.** Civil Science will generate the typical sheets and incorporate them into the preliminary design. The typical sheets will consist of 2 sheets containing 3 typical sections (5 Lane Typical Washington St, 5 Lane Typical Filer Ave., 4 Lane Typical Filer Ave.).
5. **Preliminary Plan and Profile.** Civil Science will implement the horizontal alignment with the selected vertical alignment for the project limits. These alignments will be reviewed and fine-tuned to meet the design criteria. Alignment information including bearings, grades, curve data, super-elevations, and R.L. and Z distance will be included on the plan and profile view. Using base plans from the collected survey data, the initial roadway plans will be developed including the topography, base mapping, horizontal and vertical alignment, signs, any wetlands identified and the layout of the roadway itself. The plans will also contain street names, stationing, north arrow, existing edge of road, right-of-way and property lines, approaches, utility poles, phone pedestals, and existing signs. The plan sheets will contain both plan view and profile view with a

double pane on each a single sheet. Ground contours will be plotted at 1-foot intervals at a scale of 1 inch = 40 feet. No design exceptions are anticipated on this project. The Plan and Profile will consist of approximately 5 sheets.

6. **Preliminary Striping and Signing Sheets.** The Striping and Signing Sheets will consist of approximately 3 double panel sheets at a scale of 1 inch = 40 feet. The Striping and Signing sheets will include a Signing Erection Specification Sheet. Up to 1 Sign Detail sheet is anticipated.
7. **Preliminary Traffic Control Plans.** Civil Science will develop 6 traffic control sheets. The traffic control sheets will contain two/three lane closure sheets (one way traffic in each direction four phases) for standard traffic, one detour traffic control plan, and one sheet for the pedestrian and bicycle traffic control.
8. **Preliminary Utility Contacts and Plans.** Civil Science will contact Dig Line and coordinate with the utility companies within the limits of the roadway project. Utility information will be gathered and mapped by Civil Science. The utility mapping will be reviewed to determine if there are potential conflicts within the roadway project with the road widening and the anticipated storm sewer system. Color coded copies of the preliminary plans indicating the utility locations will be submitted to each identified utility company for their review to determine any potential utility conflict. The utilities will be identified on the 5 plan and profile sheets at a 40:1 Scale. Potential conflicts with existing subsurface utilities will be identified.
9. **Preliminary Drainage Plans.** Civil Science will evaluate the existing storm drainage system and determine how the existing storm water is addressed and where it historically flows to. This includes reviewing the location and functionality of the existing irrigation/drain ditches, curb and gutter, approach curb and gutter and any other storm drain facilities within and adjacent to the project limits. This includes any existing catch basins, culverts, and the associated size, slope, inlet elevation, and outlet elevation. Civil Science will evaluate the changes to the drainage system required to meet the proposed widening impacts. The drainage data will be incorporated into the Storm Drain plan/profile sheets anticipated to be 6 sheets. This will include drainage appurtenances such as catch basins, culverts, etc.
10. **Preliminary SWPPP.** The Storm Water Pollution and Prevention Plan will consist of approximately 6 double pane sheets at a scale of 1 inch = 40 feet and will identify elevations, water flow directions, and recommended Best Management Practices (BMP's) and other stabilization practices.
11. **Preliminary Traffic Signal Plans.** Civil Science will coordinate with Precision as defined in the attached Scope of Work in completing the Traffic Signal Plans.
12. **Preliminary Illumination Plans.** Civil Science will coordinate with Precision as defined in the attached Scope of Work in completing the Illumination Plans.
13. **Preliminary Bid Quantities.** Preliminary quantities for the bid items will be determined and established in Excel. Calculations supporting the bid quantities will be documented.
14. **Preliminary Design Cost Estimate.** Civil Science will generate the preliminary cost estimate for the project using Excel. The unit price will be determined based on recent projects in the area and projects having similar quantities to this project.
15. **Assemble Preliminary Design Packet and QA.** A preliminary design packet will be assembled, and a QA review provided. The packet will include the Title Sheet, Total Ownership Map, Project Clearance Summary Sheet, Typical Sheets, Plan and Profile

Sheets, Sign and Striping Sheets, Traffic Control Sheets, Traffic Signal Sheets, Illumination Sheets, and SWPPP Sheets.

- 16. Preliminary Design Submittal and Review.** The preliminary design packet will be submitted electronically to the City of Twin Falls and LHTAC for review and comment. The review period will be no longer than 2 weeks.
- 17. Preliminary Design Review Meeting.** Upon completion of the preliminary design review, Civil Science will attend a Preliminary Design Review Meeting to be held at the City of Twin Falls Engineering office.
- 18. Preliminary Design Comments.** Civil Science will assemble the comments received from the preliminary design review onto one comment sheet. Each comment will be reviewed and addressed during the final design process.
- 19. Design Study Report.** Civil Science will compile data used in developing the preliminary design and present this information in the Design Study Report. The Design Study Report will include a summary of the preliminary design process, comments from the preliminary design review, a description and justification for any revisions to the Charter, and geotechnical information associated with the preliminary design. The report will also include the approved Charter including all forms and data submitted in the Charter, a description of the environmental process, associated meetings, and environmental commitments. The Environmental Document and the Preliminary Design Cost Estimate will be incorporated into the Design Study Report. The Design Study Report Checklist will be completed and included with the report. One copy will be submitted to LHTAC for review and processing. The review period will be no longer than 2 weeks.

7. FINAL DESIGN (Phase II)

9. PS&E (Phase II)

10. POST PS&E (Phase II)

11. Milestones

Following are the anticipated milestone dates based on the Notice to Proceed date indicated below. Should the Notice to Proceed date not be met then the milestone dates will be revised accordingly.

Notice to Proceed	March 3, 2024
Roadway Materials Report Submittal	June 17, 2024
Charter Report Submittal	August 12, 2024
Preliminary Design Submittal	December 23, 2024
Environmental Document Submittal	May 1, 2025
Geotechnical Engineering Report Submittal	July 2, 2025

Phase II

Right-of-way Certificate	March 2, 2026
Final Design Submittal	March 5, 2026
PS&E Submittal	November 17, 2026



March 8, 2024

Mr. Jake Southwick, PE
Civil Science
376 Falls Avenue
Twin Falls, ID 83301

RE: PROPOSED SCOPE OF SERVICES
INTERSECTION OF WASHINGTON ST & FILER AVE
KEY NO. 23329

Dear Jake:

UNDERSTANDING

This project is intended to improve safety consideration at the intersection of Washington Ave and Filer Ave located in the City of Twin Falls, Twin Falls County, Idaho. The Greater Twin Falls Area Transportation Committee (GTATCM) ranked this intersection as its number one priority as it carries a significant level of commercial traffic demand for the area, including 129,000 lbs trucks.

The intent of the project is to expand and reconstruct the intersection of Washington Ave and Filer Ave with Portland Cement Concrete and includes the roadway approaches at each intersection leg, as well as the construction of new traffic signal structures.

The project is located in an urban setting and is primarily surrounded by commercial properties. Anticipated subsurface conditions at the site include loose/soft surficial silt and clay soils underlain by basalt bedrock within about 15 feet of the existing ground surface. Several utilities within the roadway right-of-way are anticipated that may be impacted by the proposed construction.

DELIVERABLES

Shannon & Wilson will submit the following:

- Roadway Materials Report providing essential alignment information in support of:
 - ITD Materials Manual - Section 240 relating to geologic and geotechnical site conditions.

- Section 540 relating to the pavement structure analysis.
 - Section 541 relating to life cycle cost analyses.
 - Section 550 relating to subsurface pavement drainage.
 - Special provisions and contractor notes.
- Geotechnical Engineering Report providing new signal structure information in support of:
 - ITD Materials Manual - Section 230 relating to foundation and earth retaining conditions and recommendations.
 - Special provisions and contractor notes.
- Final Design Review Letter to confirm the intent of the {Materials, Geotechnical} Report has been incorporated into the bid proposal documents.

TECHNICAL APPROACH

For pavement design, we propose using the ITD/AASHTO mechanistic-empirical methodology to develop an appropriate rehabilitation strategy.

For structures, we will use methods outlined in the LRFD AASHTO Bridge Design Specifications.

Our work will apply requirements of the ITD Materials Manual.

SCOPE OF SERVICES

Shannon & Wilson proposes to provide materials and geotechnical services in accordance with a five-step process, consisting of:

1. Reconnaissance and Advance Preparations
2. Subsurface Explorations
3. Laboratory Testing
4. Data Development and Analyses
5. Reporting

Specifically, we propose the following activities, which are included in Shannon & Wilson's cost estimate work breakdown.

Reconnaissance and Advance Preparations

- Acquire/review historical roadway documents and other relevant project documentation. Relevant data may include historical plan sets, network-level roadway pavement condition and maintenance history, previous geotechnical engineering reports, NRCS data, groundwater data, well logs, topographic and aerial imaging, or geologic map information, as appropriate.
- Initial site visit with invitation to Civil Science and the City of Twin Falls, including (1) Review site access and site safety, (2) Note general conditions for field investigation planning, (3) Photograph and document general site conditions, (4) Paint/stake proposed boring locations, (5) Perform a pavement condition survey, (6) Note potential overhead or buried utilities interferences that may affect exploration locations, and (7) Conduct property owner coordination.
- Prepare project-specific field investigation instructions for Shannon & Wilson field personnel. Review the plan with Shannon & Wilson field staff and provide a courtesy copy of the plan to the project team. The plan will include: (1) Safety and emergency information, (2) Field coordination including boring location plan, (3.) Schedule of field activities, (4) Required observations, (5) Logging instructions, (6) Testing locations and test intervals, (7) Test procedures and testing details, (8) Subcontractor contact information, and (9) Utilities clearances matters.
- Prepare encroachment/right-of-way permit application (1 ea), as appropriate, and coordinate approval. Permitting fees will be waived. Coordinate with City of Twin Falls maintenance.
- Prepared a Cultural Clearance application and coordinate approval prior to the subsurface investigation activities.
- Complete the following for traffic control (TC) subcontractor, including (1) Prepare scopes of service, (2) Request quotations, (3) Prepare sub-agreements, (4) Collect insurance certificates, and (5) Coordinate contractor schedule of activities.
- Prepare traffic plans; meet with TC subcontractor; coordinate agency approval (est. 2 ea.).
- Solicit traffic data from ITD planning and the City of Twin Falls for pavement design. Traffic counts will include AADTT (CADT), FHWA vehicle class volumes, directional distributions, and anticipated growth rates.
- Coordinate with roadway maintenance foreman.
- Coordinate field activities with Civil Science and the City of Twin Falls.
- Coordinate with Idaho Digline to clear proposed excavation locations.

- Prepare to mobilize to the field (schedule equipment, perform calibrations, acquire supplies, etc.) and provide a kick-off briefing for field engineers and technicians.

Subsurface Explorations

For Roadway – ITD/AASHTO M-E Method:

- Nighttime mobilization of drill rig, sampling, and logging of 4 each 6-foot-deep boring(s) distributed between all lanes of travel at the intersection of Washington St and Filer Ave, including travel. Obtain 2 resilient modulus undisturbed samples of the subgrade soil.
- Nighttime mobilization of drill rig, sampling, and logging of 2 each 12-foot-deep boring(s) at locations identified prior to mobilization by Civil Science, including travel. Perform USBR-7300 in-situ permeability testing at each boring.

For New Traffic Signals:

- Prepare drill rig access and drilling pads, as required.
- Night drilling 2 ea borings to up to 25 ft bgs using HSA methods, including travel and (1) Perform SPT soundings, (2) Prepare field logs, and (3) Package samples for transport. If basalt bedrock is encountered before a depth of 25 ft is reached, then up to 10 feet of rock core will be advanced.

Laboratory Testing

- Unload samples, complete custody log-in, and store.
- Review samples and prepare/coordinate testing instructions. Review test reports.
- At project closure, dispose of samples at a public landfill.

Data Development and Analyses

General

- Prepare report-ready logs via gINT using drilling and lab data.

For Roadway – ITD/AASHTO M-E Method:

- Process traffic counter data and develop design traffic loading for pavement design calculations.
- Develop design subgrade resistance values for pavement design calculations.
- Prepare a pavement structure analysis for the proposed design strategy.

- ~~Define areas requiring subgrading, special drainage, frost heave mitigation, embankments, and grade pointing, as required.~~
- ~~Check filter criteria between subgrade and subbase materials for subgrade separation geotextile.~~
- Evaluate reuse of existing materials.
- Prepare a Life Cycle Cost Analysis.
- Provide recommendations for subsurface disposal of stormwater.
- Establish pipe design criteria.
- Estimate water quantity for dust abatement.
- Provide special construction considerations.

For New Signal Structures – LRFD Method:

- ~~Reduce laboratory data for settlement and capacity analyses.~~
- ~~Prepare a subsurface design profiles.~~
- ~~Draft an FIP using P&P CAD file from Civil Science. Coordinate with structural designer and backcheck final FIP prepared by Civil Science. Travel to client's office and seal FIP for final design.~~
- Calculate seismic design parameters for structural designs.
- Estimate axial drilled shaft load resistance.
- Estimate lateral drilled shaft load resistance.
- Estimate torsional drilled shaft load resistance.
- Estimate uplift drilled shaft load resistance.
- Compile construction considerations.

Reporting

Roadway Materials Report:

- Prepare calculation summaries and the supporting data appendices.
- Draft the report and appropriate special provisions and notes to contractor.
- Complete Shannon & Wilson QC review.
- Issue for Civil Science review and address comments.
- Issue for LHTAC and City of Twin Falls review and address comments.

Geotechnical Engineering Report:

- Prepare calculation summaries and the supporting data appendices.
- Draft the report and appropriate special provisions and notes to contractor.
- Complete Shannon & Wilson QC review.
- Issue for Civil Science review and address comments.
- Issue for LHTAC and City of Twin Falls review and address comments.

Final Design Review Letter:

- Review final design documents to confirm the geotechnical and materials intent has been incorporated.

Administration

- Prepare agreements, project start-up, ITD forms, invoicing, and close-out.
- Project meetings via teleconference (1 ea.).
- Perform general project management.
- Remain available to answer questions.

Note: Timekeeping descriptions will conform with the general work breakdown structure of Administration, Reconnaissance, Subsurface Explorations, Analyses, Reporting, or Other (with special notation).

Key Understandings

Our proposed scope of services is based on the following assumptions:

- For better efficiency and productivity on out-of-town assignments, geotechnical- and materials-related field activities, such as drilling and testing, may involve 10- to 12-hour workdays. Our estimate is based on 10-hour workdays for fieldwork. Invoicing will reflect actual field time, including daily travel to the work site.
- An encroachment permit is not required.
- Traffic controls will be provided by a traffic control subcontractor.
- Restoration from ground disturbance is not required.
- Nighttime work is specified for the materials investigation.
- Single lane closures will be allowed for the materials investigation.

- Shannon & Wilson may change subcontractors to accommodate schedule and other project goals.
- Soil profile drawings are not desired.
- Soil report summary and slope design summary are not needed.
- Truck categories and frequencies are available through ITD planning or the City of Twin Falls.
- Temporary pavements are not planned.
- ITD/AASHTOWare Pavement ME Design (PMED) pavement analyses are planned.
- Only a rigid pavement reconstruction will be considered for the roadway pavement, as requested by the City of Twin Falls.
- Life Cycle Cost Analyses (LCCA) are not required since only rigid reconstruction of the existing roadway will be considered for design.
- Retaining walls are not planned.
- The materials scope of services presented herein does not include any structural design, scour evaluation, erosion control, project surveying, PS&E document preparation, or construction observation.

Schedule Considerations

The following are suggestions for planning a schedule of deliverables.

Activities	Durations
Reconnaissance/Subsurface Explorations	Begin 15 days after kick-off meeting for 30 days, subject to drilling equipment availability.
Laboratory Testing/Analyses	After Subsurface Explorations for 30 days
Draft Roadway Materials Report	After Analyses for 21 days
Sealed Roadway Materials Report	After receipt of client & owner comments for 7 days
Draft Geotechnical Engineering Report	After Analyses for 21 days
Sealed Geotechnical Engineering Report	After receipt of client & owner comments for 7 days

ABOUT THIS PROPOSAL

In preparing this proposal, Shannon & Wilson used our experience to develop a scope of work, schedule, and budget for this type of project in this area. The level of detail of our scope of work has an accompanying level of risk of unforeseen subsurface conditions and/or possible unanticipated circumstances associated with the project design, construction,

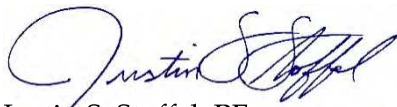
and/or performance. Although risk can never be eliminated, more detailed and extensive explorations, analyses, and studies will provide more information to allow us and other designers to potentially reduce project risk and better meet project performance expectations. Because more comprehensive explorations and more detailed analysis and studies involve greater expense, we recommend client discuss the explorations and services offered in this proposal with us so that the services are sufficient for the client or owner's budget and risk tolerance.

CLOSURE

We look forward to partnering with Civil Science and the successful fruition of this project.

Sincerely,

SHANNON & WILSON



Justin S. Stoffel, PE
Geotechnical Engineer

Stanley G. Crawforth, PE
Geotechnical Engineer

April 3, 2024

Jake Southwick, Project Manager
Civil Science
376 Falls Avenue
Twin Falls, ID 83301

**Re: Proposal for Environmental Services
Intersection of Washington Street and Filer Avenue, Twin Falls, Idaho
Project No.: A023(329); Key No.: 23329**

Desert West Environmental, LLC (DWE) is pleased to assist Civil Science and the Idaho Transportation Department (ITD) and Local Highway Technical Assistance Council (LHTAC) with the preparation of a Level 1 Categorical Exclusion (CatEx) for the proposed Intersection of Washington Street and Filer Avenue Project, located on in Twin Falls, Idaho.

It is DWE's understanding that LHTAC plans to use federal transit/transportation funds from the Federal Highways Administration (FHWA) to improve safety, economic opportunity, and mobility, including freight mobility, for the Washington St. N. and Filer Avenue intersection. This intersection has a large freight mobility demand for this vicinity, including being part of the 129,000-pound truck route. The project will improve the intersection to handle a large commercial trucking volume by reconstructing the intersection with concrete pavement. Additionally, the capacity of the intersection will be increased, installation of new signals, facilities will be upgraded to be ADA compliant, and additional features will be determined during the engineering design process. As federal funding engages the National Environmental Policy Act (NEPA), an Environmental Review and CatEx documentation compliant with FHWA standards and NEPA will be necessary.

The DWE Team's understanding of the project, our proposed scope of work, and corresponding fee and schedule for the services are presented in the following sections.

THE DWE PROJECT TEAM

The DWE Project Team includes three companies working in cooperation on various aspects of the Project.

Desert West Environmental, LLC (DWE)

DWE is a 100% woman-owned, Disadvantaged Business Enterprise (DBE), Utah-based environmental consulting company that offers a full range of environmental resources and National Environmental Policy Act (NEPA) support services to both the private sector and government agencies throughout the western United States. DWE's Environmental Team has been awarded, and successfully completed, numerous environmental review contracts which have addressed impacts to transportation/transit, land use, and natural and cultural resources at both local and regional scales. These reviews have been in the form of NEPA Environmental Impact Statements (EIS), Environmental Assessments (EA), Categorical Exclusions, and State Environmental Studies. As our Environmental Team has worked throughout the Intermountain West, DWE is familiar with local environmental constraints and issues of concern.

Our multidisciplinary team of experienced professionals specializes in key resource areas such as biology, botany, floodplains, geology, groundwater, migratory bird studies, resource management, soils, surface water, threatened and endangered species, wildlife, cultural and paleontological resources. Each team member is familiar with local environmental conditions, sources of environmental information, governmental agency and private industry personnel, and key environmental issues.

DWE is a certified DBE in its home state of Utah. DWE has reached out to the ITD's Office of Civil Rights regarding certifying as a DBE in the State of Idaho. At the time of this proposal, DWE has not yet heard back from Ronnie Winks, DBE Program Coordinator with the ITD Office of Civil Rights. However, DWE is confident that, once it hears back from ITD, it will be able to receive Idaho DBE certification before by execution.

Ms. Sonia Hutmacher (MA, PG, RPA), President and CEO of DWE, is environmental project manager with 25 years of expertise and experience in cultural and natural resources management and environmental compliance. She is an accomplished archaeologist, paleontologist, geomorphologist, soil scientist, and NEPA specialist who has worked as a DOT contractor for more than 20 years. Sonia is well known for her quality service and products. With her multidisciplinary background, Sonia has demonstrated the ability to effectively guide an environmental project's course from start to completion. Clients have praised Sonia for her organizational skills, environmental compliance knowledge, sharp focus, and ability to smoothly navigate complex challenges. She is also certified as a Registered Professional Archaeologist (RPA) and is a Registered Professional Geologist (PG) in the State of Utah.

TAG Historical Research & Consulting (TAG)

TAG is an S-Corporation incorporated in 1994 as The Arrowrock Group, Inc., with the goal of providing quality historical research services to clients. In 2005 we adopted a new business name to define our company more clearly. Our goal is to provide services to our clients that meet their time and budget. A woman-owned business, TAG is certified as a Disadvantaged Business Enterprise (DBE) by the Idaho Department of Transportation. We support the history community by mentoring high school and university students with an interest in history and historic preservation. TAG is the proud recipient of the 2022 Esto Perpetua Award from the Idaho State Historical Society, 2019 Orchid from Preservation Idaho, 2014 Award of Merit from the Association for State and Local History for the Historic South Boise Trolley Plaza, and 2009-2010 Mayor's Award for Excellence in Art & History from the Boise City Department of Arts and History.

TAG Research and Consulting services include, but are not limited to, historical and architectural resource management; litigation support services; preparation of National Register of Historic Places nominations; National Environmental Policy Act (NEPA) compliance and evaluation; collections management consulting and interpretive plans and exhibits.

Ms. Barbara Perry Bauer received her B.A. in history from Boise State University in 1985 and her M.A. in Public History from Boise State University in 2000. She has worked for the Buffalo Bill Historical Center, Cody, Wyoming (now Buffalo Bill Center of the West), and served as director of the Basque Museum and Cultural Center in Boise. With a special interest in the history of neighborhoods and urban development, she has been the project manager for historic site surveys in Boise, Caldwell, and Ada County and has given public presentations on local and neighborhood history. She is liaison for all transportation and communications-related Section 106 compliance projects. Barbara authored, *South Boise Scrapbook: A Neighborhood History*, published in December 2014.

GSI Environmental, Inc. (GSI)

GSI is an engineering and environmental science consulting firm committed to investigating, analyzing, and solving complex environmental problems for its clients. GSI's work ranges from practical solutions for environmentally sound industrial operations and property development to toxicological analysis and management of chemical hazards, sustainable development of water and other natural resources, and protection of our rivers, bays, and estuaries. Our staff combines practical know-how with leading-edge research to deliver timely, innovative, and focused solutions to environmental challenges.

Ms. Laura Pfister is a Principal Scientist at GSI in Helena, Montana. She has more than 25 years of experience in natural resource planning, permitting, impact assessment, and regulatory compliance for both mining and other natural resource-based sectors. Laura's roles have included providing strategic planning and direct permitting support to clients pursuing both new projects and expansions or amendments of existing sites, as well as supporting compliance with the National Environmental Policy Act (NEPA), and state level environmental policy acts. She has solid experience in working with various state agencies and federal agencies, including offices of Bureau of Land Management (BLM) and U.S. Forest Service (USFS) to help clients successfully navigate permitting processes and meet ongoing regulatory requirements. Laura has also completed a range of social and economic impact assessments, due diligence projects, management plans, and other planning efforts to assist clients in complying with their regulatory requirements, internal environmental, social, and governance (ESG) corporate standards, policies, and procedures.

SCOPE OF WORK

DWE's proposed scope of work includes the following tasks.

1.0 Task 1: General Project Management/Meetings

It is vital for the success of the CatEx that all the appropriate players engage in discussions as early as possible, to ensure that every stakeholder understands the nature of the proposed action, the NEPA process, the environmental issues, and their own roles throughout the duration of the analysis and documentation. During this meeting, LHTAC and ITD, Civil Science, DWE and other stakeholders will also define the nature of, and purpose and need for the project, will address any known environmental concerns, assign tasks, and outline a schedule of project deliverables.

Deliverables

- Civil Science will provide text copies of the Purpose and Need, Project Description and Scope of Work to the DWE team.
- Civil Science will provide contact information for Project stakeholders, including, but not limited to, applicable federal and state agencies, Native American Tribes, private businesses, and homeowners.

Assumptions

- DWE assumes that one kick-off meeting and will attend one Preparation of Plans, Specifications, and Estimates (PS&E) meeting prior to the preparation of the CatEx.

2.0 Task 2: Environmental Review and Agency Coordination

The CatEx will include a literature review of environmental impacts based on publically available data for the agencies listed below, previously prepared technical studies and plans and qualitative evaluations of potential impacts to important ecological components including threatened and endangered (T&E) species, wetlands, bodies of surface water, cultural (archaeological) resources, and traffic impacts related to noise and air quality specific to the project site.

The DWE Team will initiate consultation with agencies that have jurisdiction over the resources within the vicinity of the project site to identify potential impacts to resources under the agency's jurisdiction. The agencies DWE expects to coordinate with on this project may include, but not be limited to:

- | | |
|--|--|
| • Idaho Department of Transportation | • Bureau of Land Management |
| • Idaho State Historic Preservation Office | • Idaho Department of Fish and Game |
| • Federal Highways Administration | • Natural Resources Conservation Service |
| • US Fish and Wildlife Service | • United States Army Corps of Engineers |
| • National Oceanic and Atmospheric Administration (NOAA) | • Twin Falls County |

2.0 Task 2: Technical Reports and Studies

Documentation of cultural, physical, and environmental resources is an essential component of the NEPA process, which supports and complements public involvement and interagency coordination. NEPA requires that Federal agencies disclose the results of their analysis and the effects of project implementation on the environment and solicit comments on the proposals from interested and affected parties. The purpose of documenting the NEPA process provides for complete disclosure to the public. It allows the public with the opportunity to provide input and comment on the Project and alternatives or environmental impacts (if any); and provides the appropriate information for decision-making agency(ies) to make a reasoned choice among any proposed alternatives. In this case, Categorical Exclusions (CatExs) are issued for actions that do not individually or cumulatively have a significant effect on the environment.

The following resources have been identified as reasonable and necessary for this Project:

- **Task 2A. Cultural and Architectural Resources**
 - LHTAC has agreed to conduct a cultural resources literature review of the Project area of potential effect (APE) and will prepare a memo noting that a cultural resources survey will not be necessary.
 - LHTAC has identified that an architectural survey must be completed for the Project APE and buildings and structures immediately adjacent to the Project APE to ensure that those resources will not be impacted by the Project
 - The DWE Team will conduct an Archaeological and Historic Sites Survey Report as follows:
 - **Task 2A:001 Record Search and Literature Review:** TAG will conduct a site record search using the Idaho Cultural Resource Information System of the Idaho State Historic Preservation Office (SHPO) regarding the project Area of Potential Effect (APE). This is a records review for previously recorded historic and prehistoric sites identified by the SHPO within a half mile of the project corridor. TAG will also conduct research in city and county records for information pertaining to prehistoric and historic properties within the APE.
 - **Task 2A:002 Field Investigation and Intensive Survey:** TAG will conduct a field investigation for historic architectural resources over the project areas to identify, record, and evaluate cultural resources in or abutting the project APE and to evaluate their eligibility for the National Register of Historic Places (NRHP). The intensive-level survey will be conducted in accordance with the standards of SHPO implemented January 25, 2024.
 - **Task 2A: 003 Archaeological and Historic Survey Report (AHSR):** TAG will prepare an AHSR that will include a discussion of pre-field research, field methods, survey results, and cultural resource survey maps. The AHSR will identify prehistoric and historic cultural properties, recommend NHRP eligibility and assess the project's effect on each. The report will be prepared in accordance with the new 2024 ITD AHSR template.
- **Task 2B. Threatened, Endangered, and Sensitive Species**
 - The DWE Team will conduct desktop review of T&E and sensitive species and will prepare documentation for consultation with applicable agencies (e.g., USFWS, IDFG) regarding the project and will prepare a brief summary for inclusion in the EE/ITD 0654 form.
- **Task 2C. Hazardous Materials**
 - The DWE Team will complete an administrative review, including review of public records, and document according to current LHTAC/ITD/FHWA guidelines, including preparation of mapping and a brief summary for inclusion in the EE/ITD 0654 form.
- **Task 2D. Hydrology**
 - The DWE Team will prepare brief summaries of water quality, NPDES General Permit, and sole source aquifer (Snake River Plain sole source aquifer system) for inclusion in the EE/ITD 0654 Form.
- **Task 2E. Socioeconomics**
 - The DWE Team will prepare brief summaries of social resources, economic resources, environmental justice, and recreation & tourism for inclusion in the EE/ITD 0654 Form. Information will be obtained from publicly available sources, with limited engagement of local officials.
- **Task 2F. Land Use, Access, & Traffic Safety**
 - The DWE Team will support Civil Science and LHTAC in their efforts to prepare summaries for the EE/ITD 0654 form.
- **Task 2G. Air Quality**
 - The DWE Team will produce a brief summary for inclusion in the EE/ITD 0654 form.

Task 2 Deliverables:

- DWE will provide a complete summary for each resource as outline in Section 2 above in the EE/ITD 0654 Form, unless otherwise noted in the Assumptions below.

Task 2 Assumptions:

- LHTAC will prepare a cultural resources review memo and an archaeological survey and report (i.e., Class III Pedestrian Inventory) will not be necessary.
- The documentation of up to 25 historical buildings, structures, or archaeological sites is included under this scope of work. If additional historical buildings, structures, or any archaeological sites are identified, these will be recorded and evaluated under an additional supplemental agreement.
- DWE assumes that an archaeological survey will not be necessary. If an archaeological survey is necessary, this change in scope will be addressed under an additional supplemental agreement.
- SHPO requests that sites 45 years or older are recorded. For the purposes of this survey the cutoff date will be 1979. Buildings constructed after 1979 will be Noted but Not Recorded.
- Per SHPO direction, sites that were recorded within the last ten years (2014-2024) will not be recorded unless there have been significant changes to the resource.
- Resource forms and AHSR will be submitted using the January 25, 2024 ICRIS system. The project will be created by ITD or LHTAC and TAG will be added to the project.
- DWE assumes a No Effect determination will be made for the Monarch butterfly. If a higher level of documentation for Monarch Butterfly or a T&E Species survey is required, a contract scope and cost modification will be submitted before additional work is completed.
- DWE assumes that an Initial Site Assessment (ISA Phase I) will not be required. If a hazardous materials Initial Site Assessment (ISA Phase I) is necessary, this task will be conducted under a supplemental agreement.
- DWE assumes that Civil Science will cover any direct costs associated with necessary external map products (e.g., Terradex), if required.
- DWE assumes that Civil Science or LHTAC will facilitate review of traffic safety and access given local familiarity with the details of the project. It is assumed that DWE will not prepare Land Use, Access, & Traffic Safety studies. Traffic modeling will not be conducted as part of the CatEx.
- An aquatic resource delineation report is not included in this scope of work due to lack of aquatic resources in the Project area.
- DWE will gather pertinent information regarding the effects of the Project action on T&E species and species of concern known to occur near the project area. Information collected during the background review will be used to assess the impacts that the proposed improvements will have on T&E species and species of concern.
- DWE will consult with the applicable agencies (USFWS, NOAA, BLM, and IDFG, as necessary) regarding this project and its potential impacts to threatened, endangered, and species of concern.
- DWE will conduct an administrative review of public records, as available (e.g. aerial photographs), for hazardous materials. All work will be documented according to current ITD/FHWA guidelines.
- A noise analysis is not included in this scope of work, per instructions from Civil Science.
- A geology and soils analysis is not included in this scope of work.
- An air quality analysis or modeling is not included in this scope of work. A summary will be included in the EE/ITD 0654 Form based on information provided by Civil Science and ITD.
- A visual resources analysis is not included in this scope of work.
- It is assumed there are no Section 6(f) Lands in the project area and this analysis is not warranted. If there should be any Section 6(f) lands in the project area, these lands would be evaluated and assessed under a supplemental agreement.
- It is assumed that there will be no Federal Aviation Administration (FAA) airspace intrusions analysis as there are no airports within the vicinity of the project.
- Civil Science will provide DWE with the locations of any waste sites, staging areas, and materials source sites.
- DWE assumes that LHTAC will conduct Native American Tribal Consultation. DWE will not be involved in the Tribal consultation process.
- Water quality studies and reports (e.g., Section 404 jurisdictional delineation) will not be required.
- No Department of Transportation Act Section 4(f) or Land and Water Conservation Fund Act Section 6(f) properties will be impacted by the project.

3.0 Task 3: Preparation of the Draft & Final Environmental Review and CatEx Fact Sheet

Per the Code of Federal Regulations (23CFR771.117(a)), CatExs are actions which meet the definition contained in 40CFR1508.4, and, based on experience with similar actions, do not involve significant environmental impacts. They are actions which do not induce significant impacts to planned growth or land use for the area; do not require the relocation of significant numbers of people; do not have a significant impact on any natural, cultural, recreational, historic or other resource; do not involve significant air, noise, or water quality impacts; do not have significant impacts on travel patterns; and do not otherwise, either individually or cumulatively, have any significant environmental impacts.

Because ITD plans to use FHWA transportation grants to support this Project, DWE will prepare a CatEx for the project site in accordance with FHWA and ITD guidance. The CatEx will present the following information in a checklist format approved by the FHWA using ITDs Environmental Evaluation/ITD 0654 Form and saved to ITD's ProjectWise online system:

1. **Title/Signature Pages.** Ensures that the CatEx has been properly categorized and reviewed by the appropriate people, including the federal agency overseeing the project.
2. **Purpose & Need.** Defines the purpose and need of the project. This information is generally defined during the Kick-Off Meeting.
3. **Project Description.** This section describes the project in detail, how the project will address the purpose and need for the project and includes maps and other descriptive information.
4. **Lands (Tribes and Management Agencies).** Addresses appropriate land management agencies and Native American Tribes have been contacted and describes the results of those communications.
5. **Human and Physical Environment.** This section addresses cultural and archaeological resources, Section 4(f) and Section 6(f) resources, as well as other human and physical resources, such as prime, unique or important farmland, hazardous materials, FAA facilities and airspace, noise, air quality, visual resources and aesthetics, and community impacts and environmental justice resources. Some of these resources may not require in-depth analyses (see assumptions).
6. **Natural Resources.** The natural resources section includes wetlands and water resources (determination of whether a wetlands delineation is necessary), any clearance memos from ITD, the Natural Resources Conservation Service, Utah Division of Water Rights, and United States Army Corps of Engineers. This section also identifies T&E species or sensitive species and wildlife resources that may be present within the project area, and any clearance memos from ITD, the Idaho Department of Fish and Game (DFG), and US Fish and Wildlife Service (USFWS), if applicable. If natural resources are present within the project area, this section will also discuss mitigation measures applicable to those resources (see assumptions).
7. **Agency, Tribal and other Organizational Coordination.** Agency coordination is an important part of the Project schedule and the CatEx must be prepared in consultation with each participating agency, the project sponsor (if not a lead agency), and the State. This section will summarize the agency coordination process, as well as any government-to-government coordination with Native American Tribes.
8. **Public Coordination and Outreach.** Addresses whether public involvement is necessary for the project and, if so, summarizes the comments gathered during the involvement process and describes how those comments were addressed.
9. **Right of Way.** If right of way acquisitions are necessary, this section describes the number of parcels and number of acres necessary.
10. **Relocations and Displacements.** If relocations are necessary, this section will describe the number and the addresses of the relocations.
11. **Mitigation Commitments.** This section will summarize the mitigation commitments described throughout the CatEx and will include concurrence memos for the listed mitigation commitments.

DWE will submit a draft Environmental Review and CatEx for FHWA and LHTAC review. Following receipt of LHTAC comments, DWE will revise the Draft CatEx, as appropriate, and will prepare and submit the revised CatEx to LHTAC for approval and quality assurance (QA). A digital copy of the CatEx will be cc'd to the LHTAC Project Manager and Environmental Lead, and the Civil Science Engineering Design Team.

Task 3 Deliverables

- Applicable Environmental Reviews
- Draft CatEx EE/ITD 0654 Form and associated Resource Review memos (as applicable) described in Section 3.0
- Final CatEx EE/ITD 0654 Form and associated Resource Review memos (as applicable)

Task 3 Assumptions

- This scope and fee assume that agency comments can be resolved with one round of responses from FHWA, ITD, and other stakeholders and that a comment resolution meeting will not be required.
- ITD will be responsible for the printing and distribution of the Final CatEx, if needed.

4.0 Public Involvement

Transportation departments across the Nation are committed to involving Project stakeholders throughout the Project planning and implementation process. The public involvement process, throughout a project's lifecycle, helps to better identify and better meet the needs of the community while simultaneously facilitating the implementation of the Project. When the community knows what is going on and supports a Project, the implementation (construction) team sees fewer obstacles toward a timely completion schedule and better cost-control.

To meet the Public Involvement needs of this Project, DWE proposes the following work plan in accordance with the established scope of work, provided by Civil Science:

1. **Public Involvement Plan (PIP).** DWE will develop a Public Involvement Plan (PIP) in coordination with Civil Science and the City of Twin Falls (COTF). The PIP will determine the type of public involvement activities needed based on the scope of the Project. These activities may include public displays, postcards and letters, news releases, newspaper display ads, an online open house, website information, direct email distribution lists, canvassing, and one or more public hearings.
2. **Compile a Stakeholder Database.** DWE will maintain a database of stakeholder contact information, including a record of information requested by each stakeholder. The database will be maintained in a MS Excel format and submitted to Civil Science and COTF at the end of the project.
3. **Fact Sheet.** The DWE team will prepare a one-page fact sheet to clearly communicate why the project is necessary, what the public should expect, and potential impacts. For the purposes of this proposal, it is assumed that Civil Science will provide all basic information about the project, with input from LHTAC, ITD, or the COTF as necessary, which will facilitate preparation of this document.
4. **Display Posters.** The DWE team will prepare up to five (5) posters for in-person and/or online open houses. The DWE team assumes that all relevant material will be provided by Civil Science or LHTAC and that only one draft and final set of posters will be prepared. Digital copies of posters will be provided to Civil Science for additional printing/distribution.
5. **Postcards/Letters.** The DWE Team will prepare one (1) draft of a postcard mailer and one (1) draft and one (1) final version of a notification letter to advertise the in-person public meeting and public hearing.
6. **News Releases.** The DWE Team will prepare up to two (2) draft news releases to provide to the COTF for distribution to relevant online or paper newspapers.
7. **Display (Newspaper) Ads.** The DWE Team will prepare a newspaper print ad and online banner ad to announce the in-person and virtual open house. A draft and final print newspaper display ad and online banner ad will be submitted electronically to Civil Science and COTF as agreed upon based on the project schedule and as dictated by newspaper submittal requirements.
8. **Online Open House.** The DWE Team will prepare a draft and final virtual Online Open House plan, as well as a PowerPoint presentation for the virtual Online Open House. The Online Open House would be live for a period of 2-4 weeks, which will be determined by coordination with COTF, who will be responsible for designing and implementing the website.
9. **Canvassing.** The DWE Team will work with Civil Science and LHTAC Project staff to canvass the area to talk with businesses along the corridor and leave behind project information prior to the public meeting.

10. **Public Hearing.** As the Project includes ROW acquisition and business access concerns, the DWE Team will plan, prepare, conduct, and evaluate results of up to one (1) public hearing. The timing of this hearing will be confirmed by COTF and Civil Science and will likely coincide with the completion of preliminary project design plans.
 - a. A draft and final **Meeting and Logistics Plan** will be developed for the public hearing as agreed upon based on the project schedule (to be determined). The Hearing and Logistics Plan will detail (at a minimum) the location and access, contact information, date and time, scope of the outreach, anticipated target stakeholder(s), necessary materials, and media coordination.
 - b. DWE will attend the Public Hearing, and will assume responsibility for the logistics, scheduling, travel, attending, materials preparation, set-up/tear-down the event. DWE will also be responsible for providing sign-in and comment sheets.
11. Stakeholder Outreach.
12. Inquiries/Comments.
13. Multi-Media/Communication
 - a. Website. DWE will provide COTF with up-to-date website content materials, such as public involvement activities, project schedule (as provided by Civil Science), project description, purpose and need, and a PowerPoint Presentation (described in #8 above) to be hosted on COTF's webpage, which will to serve as a hub for stakeholders unable to attend the meeting.
 - b. Direct Email. The DWE team will use email to provide project updates and notifications. Email distribution lists will be developed for specific stakeholder groups and/or geographies, coinciding with targeted outreach. The DWE team will send materials via email to the stakeholders that opt to receive email communications. Stakeholders will be sent materials as they are published.

Task 4 Deliverables

- Public Involvement Plan
- Stakeholder Database
- Fact Sheet
- Display Poster to be included with Public Meeting
- Postcards/Letters
- Newspaper Display Ads
- Online Open House PowerPoint Presentation
- Canvassing
- One (1) Public Meeting
- Preparation of a draft and final Meeting and Logistics Plan
- Multi-Media Communications information and email dissemination of project updates and notifications

Task 4 Assumptions

- The DWE team assumes that LHTAC and Civil Science will develop and provide DWE with all initial stakeholder database entries and that DWE will compile a master Excel database with separate tabs for businesses, residents, emergency services and government agencies etc.
- The DWE team will update the database during the project based on direction from DWE and/or Civil Service (via the agencies) and results of public engagements as provided by others.
- The DWE team assumes that the materials necessary to support preparation of the post card, letter, and news releases will be provided by DWE by Civil Science or LHTAC and that DWE will be responsible for mailings and direct communications with IDT, LHTAC, COTF, etc.
- The DWE team will be responsible for providing a copy of the printed ads and affidavits from the publishing sources.
- DWE assumes that the multi-media website associated with the Online Open House and Multi-Media/Communications effort will be created and hosted through the COTF website and will stay live throughout the duration of the Public Hearing comment period. The DWE Team will not be

responsible for designing or implementing the website, but will provide general up-to-date content on the website, including the PowerPoint presentation.

- Canvassing will take up to two (2) business days (including travel) and will only involve businesses within 500 feet of the Project APE. The Fact Sheet will be distributed via canvassing within fifteen (15) calendar days of the Public Meeting.
- Up to one public meeting is included in this scope of work. The public meeting will be held in a local library or other public facility.
- DWE assumes that Project team members from Civil Science and LHTAC will be present to assist in the implementation of the Public Hearing.

PROJECT SCHEDULE

At this time, the Project schedule has yet to be determined. Once the kickoff meeting has been scheduled with the entire Project team, including Civil Science and LHTAC, DWE will develop a Project schedule and schedule of deliverables that will be distributed to the DWE/Civil Science/LHTAC Project Team.

The DWE Environmental Planner and Project Manager, Ms. Sonia Hutmacher, will communicate regularly with Civil Science and LHTAC to prepare the required Environmental Review and CatEx documentation for the project that accurately reflects the Project scope. Additionally, Ms. Hutmacher will communicate regularly with the Civil Science Project Manager and the Engineering Design team regarding environmental findings and/or concerns as they arise.

FEES

Monthly invoices and progress reports will be prepared consistent with the terms and conditions of the contract. A rate schedule specific to the contract will be entered into DWE's online accounting system to ensure proper billing.

Charges for the work described in this proposal will be billed on a time-and-materials basis not to exceed the amount presented in this proposal. Based on the scope of work and assumptions described in this proposal, the total cost for the outlined environmental services will not exceed ~~\$62,417.46~~. DWE will submit monthly invoices and progress reports, net 30 days, until the work is completed and fully invoiced.

CONCLUSIONS

DWE appreciates this opportunity to assist Civil Science and LHTAC with this project. We appreciate your consideration of our firm for the environmental services required for this project. Should you have any questions, please contact us at (801) 690-6506.

Respectfully submitted,

Desert West Environmental, LLC

A handwritten signature in blue ink, appearing to read "Sonia Hutmacher", is written over a faint, larger blue ink signature that is partially obscured.

Sonia Hutmacher Cunningham, MA, RPA, PG
Principal Investigator/CEO

Precision Engineering

1.1 Traffic Analysis and Report (Precision)

Precision will conduct a traffic study to determine intersection lane configurations required to accommodate projected 2050 traffic volumes as a signalized intersection. The traffic study will document existing traffic, forecasted traffic for the design year, and present recommendations for the intersection lane configurations for the Washington and Filer intersection.

1.1.1 Traffic Data Collection (L2 Data Collection)

Precision will collect existing a.m. peak hour and p.m. peak hour turning movement volumes at the intersection. Daily 24-hour directional traffic volumes will be collected on all four legs of the intersection for 48 hours.

1.1.2 Development of 2050 Traffic Forecasts

Future traffic forecasts will be developed based on a growth rate. Precision will work with the City to determine the appropriate growth rate. Precision will prepare a memorandum documenting the accepted growth rate and project procedures. Precision will coordinate with the City and LHTAC to review and confirm traffic analysis procedures.

The development of the forecasted weekday a.m. and p.m. peak hour intersection turning movement volumes will include:

- Forecasts are anticipated to be developed based on a review of the agreed upon analysis process, existing traffic counts, and use of National Cooperative Highway Research Program (NCHRP) 755 (formerly NCHRP 255) methodologies.
- Adjustments will be made, as necessary, to account for the re-routing of traffic from the closure of Knott Lane, Madison Road, and Prescott Lane, per the EA.

1.1.3 Existing Conditions 2023 Analysis (Existing Lane Configuration)

Traffic operations for the existing conditions will be evaluated. The intersection will be evaluated using Synchro software.

1.1.4 Buildout 2050 Analysis

Traffic operations for the ultimate buildout will be evaluated for the 2050 traffic forecasts. The intersection will be evaluated using Synchro software. Based on the operational analysis, lane configurations will be recommended as well as queues will be evaluated for use in confirming vehicle storage requirements.

1.1.5 Traffic Study Report

Results of the traffic study will be documented in a draft Traffic Study Report. Review comments will be incorporated into the final report and a comment response sheet will be prepared to document actions taken on comments received. A PDF copy of the final Traffic Study Report will be submitted to the client.

Deliverables

- Traffic forecast memorandum
- Draft and final turning movement projection figures
- Draft Traffic Study Report (PDF)

- Comment Response Matrix (PDF)
- Final Traffic Study Report (PDF)

Assumptions

- Only traffic signal configuration will be evaluated.
- A Traffic Signal Warrant Analysis will not be performed since the intersection is already signalized.

Concept Design

1.2 Intersection Concept Design

Precision to provide conception signal pole locations for the intersection design, to be used in identifying potential right-of-way impacts to accommodate ADA around the pedestrian ramps.

Preliminary Design

1.3 Signals (Precision)

Precision will conduct a traffic signal specific site visit to become familiar with the existing system equipment, street lighting, and power drop locations. The site visit will also gather information about the traffic signal that may impact other project items, median islands, ADA, etc. Precision will coordinate with Civil Science as needed to obtain as-builts, current projects in design to ensure the projects maintain consistency with lighting and ITS infrastructure. Task includes two (2) Precision staff members for one (1) day on the project site during the early part of preliminary design to verify/gather existing signal, lighting, and ITS information.

Prepare Traffic Signal and Lighting Design Files

After the site visit, Precision will compile data obtained from the signal site visit, topo survey, as-builts and additional information as needed to set up project files.

Prepare Traffic Signal Plans

Precision will perform preliminary traffic signal design and drafting in accordance with ITD standards of the following deliverables in this task:

Deliverables

- Traffic Signal Materials Quantities Sheets (2)
- Traffic Signal Plan Sheet (1)
- Traffic Signal Phasing Detail Sheet (1)
- Traffic Signal Pole Mast Arm Details (2)
- Traffic Signal Conduit Diagram Detail (1)

Assumptions

- The Traffic Signal Plans will be 1"=40' scale.

1.4 Lighting (Precision)

An intersection approach illumination Plans will be developed and will include Type 2 (street) lighting as needed for safety based on the intersection improvements. The Illumination Plan will show luminaire

layout and general illumination features including luminaire mast arm lengths, mounting heights, and power source(s).

Deliverables

- Develop illumination display and lighting output per intersection developed in AGI32
- Illumination Materials Quantities Sheets (1)
- Illumination Plan Sheets (5)

Assumptions

- The Illumination Plans will be 1"=40' scale.
- LED fixtures will be used for all illumination.
- The illumination design will consist of luminaires at the intersection and critical approach movements (merge/diverge locations). Decorative street lighting and/or high mast lighting is not anticipated.
- Lighting contours will be completed using AGI32 software to establish the correct pole spacing.
- Prepare voltage drop calculations will be completed.

1.5 Preliminary Design Review

One (1) Precision staff will attend the Preliminary Design Review Meeting.

Final Design

1.6 Signals (Precision)

Precision will coordinate with Civil Science, the City and LHTAC throughout the duration of the Final Design task, incorporate comments from the Preliminary Design Review, and finalize the traffic signal design. Precision will finalize the traffic signal wiring requirements, route conduit and conductors and verify conduit fill requirements and will finalize the Traffic Signal Materials Quantities Sheet, Traffic Signal Plan Sheet, and prepare all Traffic Signal Details.

Deliverables

- Traffic Signal Materials Quantities Sheets (2)
- Traffic Signal Plan Sheet (1)
- Traffic Signal Phasing Detail Sheet (1)
- Traffic Signal Pole Mast Arm Details (2)
- Traffic Signal Conduit Diagram Detail (1)
- Traffic Signal Field Wiring Diagram Detail (1)
- Traffic Signal Detection Field Wiring Diagram Detail (1)
- Traffic Signal Service Pedestal Detail Sheet (1)
- Traffic Signal Junction Box Detail (1)
- Traffic Signal Pole Assembly Details (2)

1.7 Lighting (Precision)

Precision will integrate the preliminary comments and perform the final intersection approach lighting design, finalize the Illumination Materials Quantities Sheet and Illumination Plan Sheets and prepare Illumination Details Sheets.

Deliverables

- Illumination Materials Quantities Sheets (1)
- Illumination Plan Sheets (5)
- Illumination Pole Detail Sheet (1)

1.8 Final Design Review Meeting

- One Precision staff will attend the Final Design Review Meeting

CONSULTANT NAME: Civil Science
PROJECT NAME: INT Washington St & Filer Ave
Key No. 23329

A. SUMMARY ESTIMATED LABOR-DAY COSTS

								Raw Labor	
		Man-Days		Man-Hours		Hrly Rate		Cost	
Position	Name								
1 Project Manager	J. Southwick	10.31	=	82.50	@	\$75.00	= \$	6,187.50	
2 Lead Design Engineer	B. Bingham	21.25	=	170.00	@	\$47.00	= \$	7,990.00	
3 Engineer / Designer	J. Browning	5.00	=	40.00	@	\$36.00	= \$	1,440.00	
4 QC/QA Manager	R. Ramsey	0.00	=	0.00	@	\$84.00	= \$	-	
5 Surveyor (PLS)	M. Barreras	3.00	=	24.00	@	\$60.00	= \$	1,440.00	
6 Survey Crew Chief	J. Smith	13.00	=	104.00	@	\$43.00	= \$	4,472.00	
7 Clerical	B. Elam	11.88	=	95.00	@	\$33.00	= \$	3,135.00	
TOTAL DIRECT LABOR COST								= \$	24,664.50

B. OVERHEAD COST

(Total Direct Labor Cost x Overhead Multiplier) \$ 24,664.50 x 175.51% = \$ 43,288.66

C. NET FEE

(Total Direct Labor Cost & Overhead x Net Fee) \$ 67,953.16 x 12.50% = \$ 8,494.15

E. OUT-OF-POCKET EXPENSE SUMMARY

								Estimated Expense	
		Est Amount		Unit Cost					
* MILEAGE (miles)									
CS TF to Project (RT)	2 miles								
PM/Lead Designer	7 trips	14	mi	@	\$ 0.670	= \$		9.38	
Surveyor	4 trips	8	mi	@	\$ 0.670	= \$		5.36	
Indirect Expenses									
CS - Survey		100	CA	@	\$ 1.00	= \$		100.00	
TOTAL ESTIMATED EXPENSE								= \$	114.74

F. SUBCONSULTANTS

1 Shannon & Wilson = \$ 80,457.48
2 Desert West Environmental = \$ 54,240.09
3 Precision Engineering = \$ 52,200.78

TOTAL = \$ 263,460.40

PROJECT: INT Washington St & Filer Ave
Key No. 23329

Design Engineering Services

PROJECT: INT Washington St & Filer Ave																
Key No. 23329																
Civil Science																
J. Southwick	B. Bingham	J. Browning	R. Ramsey	M. Barreras	J. Smith	B. Elam	TOTAL	S. Crawford	J. Stoffel	S. Crawford/ T. Buu	T. Buu/J. Stoffel	K. Nottingham	S. Ybarra	S. Ybarra/M. Earl	M. Oliva	TOTAL
Project Manager	Lead Design Engineer	Engineer / Designer	QC/QA Manager	Surveyor (PLS)	Survey Crew Chief	Clerical		Principle	Project Manager	QA	Engineer	Geologist	CADD	Technician	Admin	
Design Engineering Services																
Projects Tasks																
1 Project Administration																
3.00	9.00					4.00	16.00									
27.00	13.50					81.00	121.50									0.00
30.00	22.50	0.00	0.00	0.00	0.00	85.00	137.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 Charter																
4.00	4.00						8.00									0.00
	4.00			4.00	4.00		12.00									0.00
	8.00						8.00									0.00
2.00	6.00					8.00	16.00									0.00
1.00							1.00									0.00
7.00	22.00	0.00	0.00	4.00	4.00	8.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 Survey and Mapping																
	2.00			8.00	12.00		22.00									0.00
	2.00			4.00	80.00	2.00	88.00									0.00
	8.00				8.00		16.00									0.00
0.00	12.00	0.00	0.00	12.00	100.00	2.00	126.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 Environmental																
							0.00									0.00
							1.00									0.00
1.00							1.00									0.00
1.00							1.00									0.00
							0.00									0.00
1.00							1.00									0.00
1.00							1.00									0.00
1.00							1.00									0.00
1.00							1.00									0.00
0.50	2.00						2.50									0.00
2.00							2.00									0.00
8.50	2.00	0.00	0.00	0.00	0.00	0.00	10.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4.1 Public Involvement																
4.2 Cultural Resources, Soc																
4.3 Section 4(f) Evaluation																
4.4 Aquatic Resource Delineation Report																
4.5 Aquatic Resource Impact Analysis																
4.6 Threatened and Endangered Species																
4.7 Noise																
4.8 Haz Mat, AQ, Socioeconomics, Land Use																
4.9 Hydrology																
4.10 Water Quality & NPDES Checklist																
4.1 Environmental Evaluation																
Subtotal																

Projects Tasks

1 Project Administration

1.1 Project Initiation

1.2 Project Management

Subtotal

2 Charter

2.1 Meetings

2.2 Data Collection

2.3 ITD Forms

2.4 Charter Submittal and Review

2.5 Intersection Traffic Analysis

Subtotal

3 Survey and Mapping

3.1 Establish Survey Control

3.2 Field Survey

3.3 Mapping

Subtotal

4 Environmental

4.1 Public Involvement

4.2 Cultural Resources, Soc

4.3 Section 4(f) Evaluation

4.4 Aquatic Resource Delineation Report

4.5 Aquatic Resource Impact Analysis

4.6 Threatened and Endangered Species

4.7 Noise

4.8 Haz Mat, AQ, Socioeconomics, Land Use

4.9 Hydrology

4.10 Water Quality & NPDES Checklist

4.1 Environmental Evaluation

Subtotal

PROJECT: INT Washington St & Filer Ave
Key No. 23329

Design Engineering Services

Civil Science							Shannon & Wilson									
J. Southwick	B. Bingham	J. Browning	R. Ramsey	M. Barreras	J. Smith	B. Elam	TOTAL	S. Crawford	J. Stoffel	S. Crawford/ T. Buu	T. Buu/J. Stoffel	K. Nottingham	S. Ybarra	S. Ybarra/M. Earl	M. Oliva	TOTAL
Project Manager	Lead Design Engineer	Engineer / Designer	QC/QA Manager	Surveyor (PLS)	Survey Crew Chief	Clerical		Principle	Project Manager	QA	Engineer	Geologist	CADD	Technician	Admin	
1.00							1.00		15.00		18.00			4.00		37.00
1.00							1.00				34.00			40.00		74.00
							0.00				3.00					6.00
							0.00			14.00	30.00			3.00		47.00
2.00	4.00						6.00	8.00	24.00	20.00	58.00		16.00			126.00
							0.00	1.00	14.00						8.00	23.00
4.00	4.00	0.00	0.00	0.00	0.00	0.00	8.00	9.00	53.00	34.00	143.00	0.00	16.00	50.00	8.00	313.00
							1.50									0.00
0.50	1.00						12.50									0.00
0.50	4.00			8.00			0.50									0.00
	0.50						1.00									0.00
	1.00						9.00									0.00
1.00	8.00						2.50									0.00
0.50	2.00						5.00									0.00
1.00	4.00						9.00									0.00
1.00	8.00						52.00									0.00
1.00	11.00	40.00					18.00									0.00
8.00	10.00						4.00									0.00
1.00	3.00						4.00									0.00
1.00	3.00						4.00									0.00
0.50	2.00						2.50									0.00
1.00	2.00						3.00									0.00
4.00	12.00						16.00									0.00
	2.00						2.00									0.00
10.00	10.00						20.00									0.00
	1.00						5.00									0.00
1.00	20.00						21.00									0.00
33.00	107.50	40.00	0.00	8.00	0.00	0.00	188.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

5 Materials Reports

- 5.1 Reconnaissance and Advance Preparations
- 5.2 Subsurface Explorations
- 5.3 Laboratory Testing
- 5.4 Data Development and Analyses
- 5.5 Reporting
- 5.6 Administration

Subtotal

6 Preliminary Roadway Design

- 6.1 Preliminary Title Sheet
- 6.2 Preliminary Total Ownership Map
- 6.3 Preliminary Project Clearance Summary
- 6.4 Preliminary Typical Sections
- 6.5 Preliminary Plan and Profile
- 6.6 Preliminary Signing and Striping Sheets
- 6.7 Preliminary Traffic Control Plans
- 6.8 Preliminary Utility Contacts and Plans
- 6.9 Preliminary Drainage Plans
- 6.10 Preliminary SWPPP
- 6.1 Preliminary Traffic Signal Plans
- 6.1 Preliminary Illumination Plans
- 6.1 Preliminary Bid Quantities
- 6.1 Preliminary Design Cost Estimate
- 6.2 Assemble Design Packet & QA
- 6.2 Preliminary Design Submittal and Review
- 6.2 Preliminary Design Review Meeting
- 6.2 Preliminary Design Comments
- 6.2 Design Study Report

Subtotal

PROJECT: INT Washington St & Filer Ave
Key No. 23329

PROJECT: INT Washington St & Filer Ave Key No. 23329												
Design Engineering Services							Precision Engineering					
Desert West Environmental							J. Grounds					
S. Huimacher	D. Holsen	M. Cooperman	S. Shults	C. Cunningham	0	0	TOTAL	Principal	Project Engineer	Project Engineer	TOTAL	
Principle Investigator/Owner	Scientist III	Administrative Assistant	GIS/CAD Specialist	QA/QC Specialist	Cultural Resource Specialist	Public Involvement Specialist						
Projects Tasks												
1 Project Administration												
1.1 Project Initiation												
1.2 Project Management												
Subtotal												
2 Charter												
2.1 Meetings												
2.2 Data Collection												
2.3 ITD Forms												
2.4 Charter Submittal and Review												
2.5 Intersection Traffic Analysis												
Subtotal												
3 Survey and Mapping												
3.1 Establish Survey Control												
3.2 Field Survey												
3.3 Mapping												
Subtotal												
4 Environmental												
4.1 Public Involvement												
4.2 Cultural Resources, Soc												
4.3 Section 4(f) Evaluation												
4.4 Aquatic Resource Delineation Report												
4.5 Aquatic Resource Impact Analysis												
4.6 Threatened and Endangered Species												
4.7 Noise												
4.8 Haz Mat, AQ, Socioeconomics, Land Use												
4.9 Hydrology												
4.10 Water Quality & NPDES Checklist												
4.1 Environmental Evaluation												
Subtotal												

PROJECT: INT Washington St & Filer Ave
Key No. 23329

Design Engineering Services

PROJECT: INT Washington St & Filer Ave Key No. 23329											
Design Engineering Services						Desert West Environmental				Precision Engineering	
S. Huimacher	D. Holsen	M. Cooperman	S. Shults	C. Cunningham	0	0	TOTAL	J. Grounds	A. Elliott	B. Mapes	TOTAL
Principal Investigator/Owner	Scientist III	Administrative Assistant	GIS/CAD Specialist	QA/QC Specialist	Cultural Resource Specialist	Public Involvement Specialist		Principal Engineer	Project Engineer	Project Engineer	
7 Final Design											
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0.00
							0.00				0

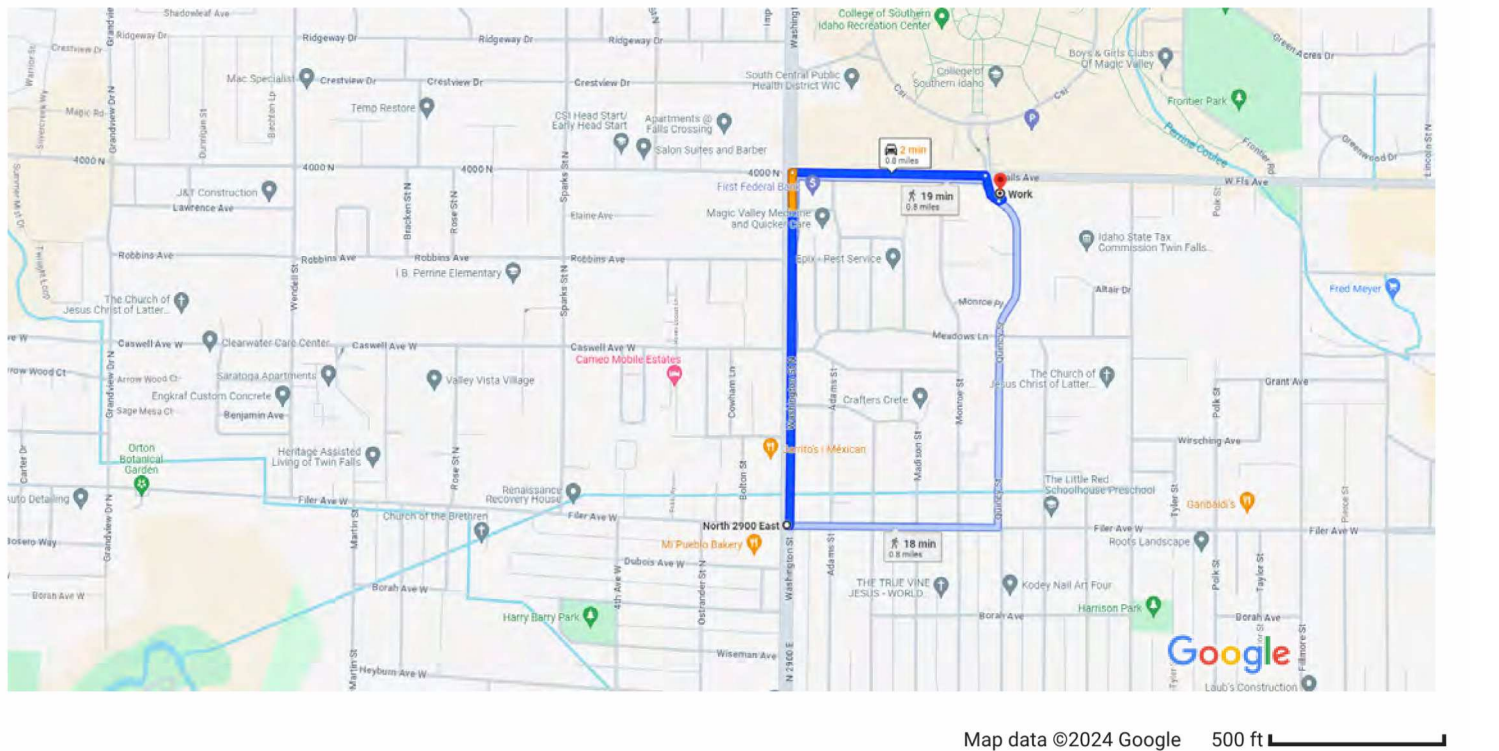
Google Maps

N 2900 E, Twin Falls, ID 83301 to Work (Civil Science Inc)

23329 Mileage CS to Project

Drive 0.8 mile, 2 min

Assume 2 miles RT



N 2900 E
Twin Falls, ID 83301

- ↑

1. Head north on N 2900 E/Washington St N toward N 2900 E/Washington St N

0.5 mi
- ↘

2. Turn right onto Falls Ave/W Fls Ave

0.3 mi
- ↘

3. Turn right onto Quincy St

233 ft
- ↙

4. Turn left

33 ft
- i

Destination will be on the left

The \$100 survey expense is an estimate for collecting deeds, ROS, and other documentation from the Records office (Typically \$1/sheet). This would also cover any minor costs related to filing new information that may be required per Idaho Code (Monuments, ROS, etc. ~ \$5/recording).

Civil Science Inc
376 Falls Ave, Twin Falls, ID 83301

CONSULTANT NAME: Shannon & Wilson
PROJECT NAME: INT Washington St & Filer Ave
Key No. 23329

A. SUMMARY ESTIMATED LABOR-DAY COSTS

								Raw Labor	
Position	Name	Man-Days		Man-Hours		Hrly Rate	Night Hrly Rate	Cost	
Principle	S. Crawforth	1.13	=	9.00	@	\$79.72		= \$	717.48
Project Manager	J. Stoffel	6.63	=	53.00	@	\$52.82		= \$	2,799.46
QA	S. Crawforth/ T. Buu	4.25	=	34.00	@	\$75.58		= \$	2,569.72
Engineer	T. Buu/J. Stoffel	17.88	=	109.00	@	\$55.39		= \$	6,037.51
				34.00			\$60.93	= \$	2,071.59
CADD	S. Ybarra	2.00	=	16.00	@	\$28.12		= \$	449.92
Technician	S. Ybarra/M. Earl	1.25	=	10.00	@	\$32.36		= \$	323.60
				40.00			\$35.60	= \$	1,423.84
Admin	M. Oliva	1.00	=	8.00	@	\$36.52		= \$	292.16
TOTAL LABOR COST WITH FEE								= \$	16,685.28

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

(Total Direct Labor Cost x Overhead Multiplier) \$ 16,685.28 x 187.15% = \$ 31,226.49

C. NET FEE

(Total Raw Labor & Overhead x Net Fee) \$ 47,911.77 x 12.00% = \$ 5,749.41

D. FCCM

(Total Direct Labor Cost x FCCM%) \$ 16,685.28 x 0.39% = \$ 65.07

E. ESCALATION

Total Labor & OH	Period (years)	Annual Esc	
\$ 47,911.77	0 x	0.00%	= \$ -

F. OUT-OF-POCKET EXPENSE SUMMARY

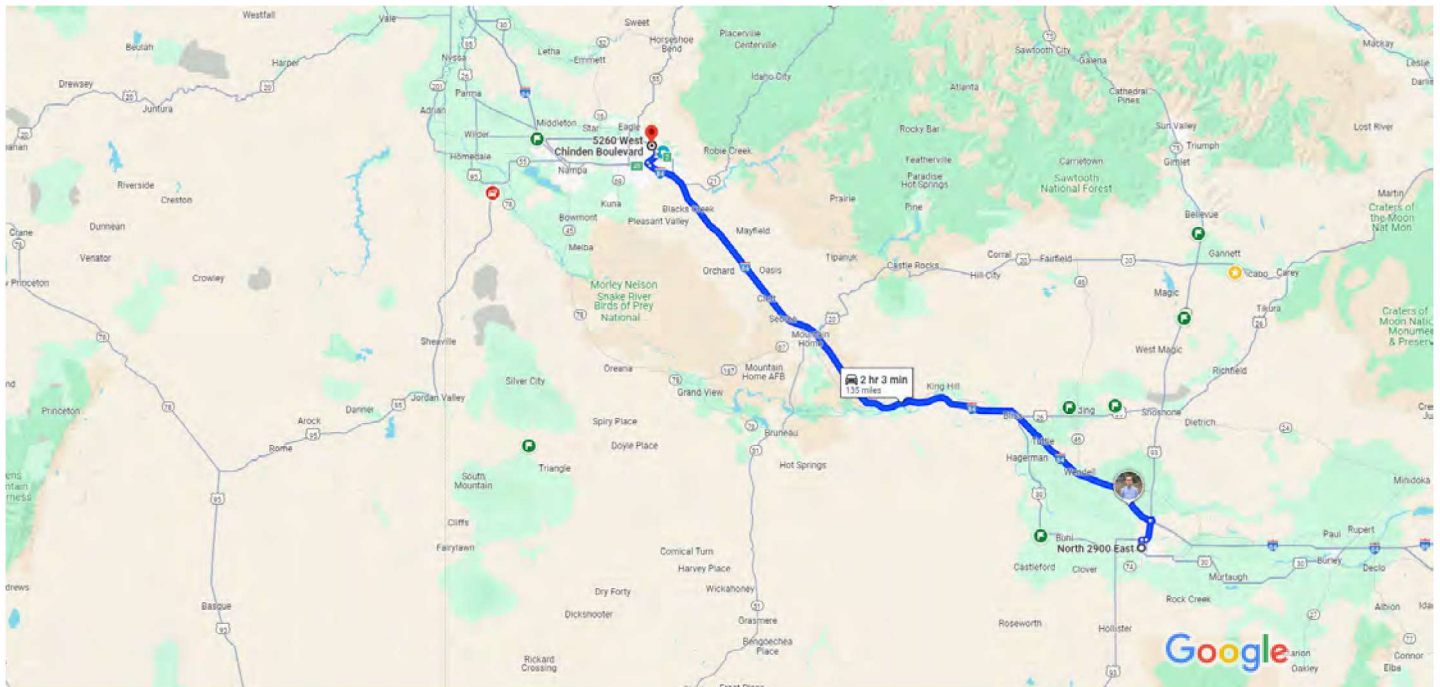
					Est Amount		Unit Cost		Estimated Expense
* 1	MILEAGE (miles)								
	S&W Boise toTwin Falls	140	miles						
	Light Duty Vehicles - Mileage			280	mi	@	\$ 0.67	\$	187.60
	Heavy Duty Vehicle - Mileage			840	mi	@	\$ 0.83	= \$	697.20
	Towing Surcharge - Mileage			280	mi	@	\$ 0.35	= \$	98.00
	LODGING/MEALS (\$123.05 including 15% taxes and fees)								
	AG - Site/Subsurface			6	Nights	@	\$ 123.05	= \$	738.30
	AG - Site Review			0	days	@	\$ 59.00	= \$	-
	AG - Subsurface Exploration			6	days	@	\$ 59.00	= \$	354.00
	SUBCONTRACTOR SERVICES								
	Drilling (Haz-tech Drilling)			1	LS	@	\$ 4,914.00	= \$	4,914.00
	Traffic Control (Road Work Ahead)			1	LS	@	\$ 2,645.12	= \$	2,645.12
	FIELD DIRECTS								
	Field Sample Table			2	Day	@	\$ 40.00	= \$	80.00
	USBR 7300-89 Field Permeability Testing Equipment			2	EA	@	\$ 400.00	= \$	800.00
	S&W Drill Rig Mobilization (Lump Sum)			1	LC	@	\$ 594.00	= \$	594.00
	Nighttime Mobilization Fee (Lump Sum)			1	LS	@	\$ 700.00	= \$	700.00
	S&W Drill Rig Auger Drilling and Sampling (hourly)			8	HR	@	\$ 325.00	= \$	2,600.00
	Asphalt Coring (4-inch Dia)			24	LM	@	\$ 18.00	= \$	432.00
	Bentonite			2	EA	@	\$ 32.00	= \$	64.00
	60 lb Sand/Gravel Fill			4	EA	@	\$ 16.00	= \$	64.00
	60 lb No. 20 Silica Sand			2	EA	@	\$ 24.00	= \$	48.00
	Asphalt Patch			4	EA	@	\$ 45.00	= \$	180.00
	2" Monitor Well Threaded Pipe and Screen (to 20' BGS)			2	WK	@	\$ 220.00	= \$	440.00
	250 Gallon Water Tank			2	Day	@	\$ 75.00	= \$	150.00
	GPS Survey System			2	Day	@	\$ 370.00	= \$	740.00
	AASHTOWare PME			1	LS	@	\$ 800.00	= \$	800.00
	gINT			1	LS	@	\$ 200.00	= \$	200.00
	LAB DIRECTS								
	Water Content			10	EA	@	\$ 24.00	= \$	240.00
	3pt LL, 1pt PL			10	EA	@	\$ 130.00	= \$	1,300.00
	No. 200 Wash			4	EA	@	\$ 75.00	= \$	300.00
	Full Gradation with Wash			6	EA	@	\$ 145.00	= \$	870.00
	Hydrometer to 0.002 micron			2	EA	@	\$ 225.00	= \$	450.00
	Sand Equivalent			2	EA	@	\$ 65.00	= \$	130.00
	Resilient modulus			2	EA	@	\$ 2,325.00	= \$	4,650.00
	Resistivity			1	EA	@	\$ 150.00	= \$	150.00
	Chlorides			1	EA	@	\$ 65.00	= \$	65.00
	Sulfates			1	EA	@	\$ 65.00	= \$	65.00
	pH			1	EA	@	\$ 55.00	= \$	55.00
	Rock Compression			2	EA	@	\$ 225.00	= \$	450.00
	Core Photo			4	EA	@	\$ 35.00	= \$	140.00
	Sample Management			1	EA	@	\$ 95.00	= \$	95.00
	Sample Storage			1	Mo	@	\$ 150.00	= \$	150.00
	Sample handling (per bucket)			2	EA	@	\$ 10.00	= \$	20.00
	Sample disposal			1	EA	@	\$ 75.00	= \$	75.00
	TOTAL ESTIMATED EXPENSE							= \$	26,731.22

TOTAL = \$ 80,457.48



N 2900 E, Twin Falls, ID 83301 to 5260 W Chinden Blvd, Boise, ID 83714 Drive 135 miles, 2 hr 3 min

23329 Mileage Shannon & Wilson to Project



Map data ©2024 Google 10 mi

N 2900 E

Twin Falls, ID 83301

Get on I-84 W in Jerome County from US-93 N

1. Head north on N 2900 E/Washington St N toward N 2900 E/Washington St N
13 min (7.2 mi)
2. Turn right onto US-93 N
1.4 mi
3. Use the left 2 lanes to turn left to stay on US-93 N
1.0 mi
4. Use the right lane to merge onto I-84 W via the ramp to Boise
3.8 mi
5. Merge onto I-84 W
1.0 mi

Follow I-84 W to N Curtis Rd in Boise. Take exit 2 from I-184 E

5. Merge onto I-84 W
1 hr 44 min (125 mi)
6. Take exit 2 from I-84 W
123 mi

135 miles each was plus 10 miles in town from hotel and back to work site, etc. is 280 miles RT.

Light Duty Truck: 1 RT for site reconnaissance

Heavy Duty Truck #1: 1 RT for pavement samples, 1 RT for signal foundation samples = 2 RT

Heavy Duty Truck #2 + Towing: 1 RT for pavement samples towing pavement coring trailer



ROAD WORK AHEAD

Traffic Services, Inc.
729 Commercial Avenue
Twin Falls, ID 83301
(208) 336-7748 (208) 734-8899 FAX

Contact: Jeremy Barnett
jeremy@roadworkaheadonline.com

Bid #: WASH & FILER

NON FEDERAL

Public Works Contractors UEI
054226-B-4 RCE-65890 HUY6MF7TGZQ7

Project:			SHANWIL WASHINGTON AND FILER NIGHT WORK		Bid Date:	6-Mar-24
Item #	Quantity	Units		Unit Price	Total	
1	1.00	LS	MOBILIZATION	\$600.00	\$ 600.00	
2	12.00	EA	TEMP TRAFFIC CONTROL SIGNS - 2 DAYS	\$14.00	\$ 168.00	
3	30.00	EA	PORT TUBULAR MARKERS - 2 DAYS	\$4.00	\$ 120.00	
4	32.00	EA	FLAGGERS ON SITE - 2 DAYS	\$48.66	\$ 1,557.12	
					\$ -	
5	2.00	EA	LIGHT TOWERS - DAYS	\$100.00	\$ 200.00	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
Subtotal					\$ 2,645.12	
				Bid Total	\$ 2,645.12	

Equipment is bid at 2 DAYS. THIS IS NOT A PREVAILING WAGE ESTIMATE

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

Cost will be based on actual use of materials and labor.

Materials not included are not incidental to the project. Items not included are as follows: night work lighting (other than flagging stations), obliteration of pavement markings, striping, temporary concrete barriers, truck\trailer mounted attenuator, temporary pedestrian facilities, radar speed feedback trailers, automated flagger assistance devices, blasting, and other equipment not specifically mentioned in the estimate. Pricing is based upon the requirements of the 2023 ITD Standard Specifications with the 2023 Supplemental Specifications. Materials used on the project conform to MUTCD requirements.

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

Current Insurance Coverage

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

*** Companies with greater insurance requirements need to notify Road Work Ahead before bid acceptance for bid to be adjusted to required insurance levels. Any required bonds will be at the expense of the customer.

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

HAZ-TECH DRILLING, INC.
1798 E PLAZA LOOP
NAMPA, ID., 83687
PH: (208) 461-7277 OR (800) 359-1502
FAX: (208) 461-5211

PROPOSAL

TO: SHANNON & WILSON
ATTN: JUSTIN

DATE : 3/7/2023
INVOICE # XX
PROJECT: WASHINGTON & FILER
INTERSECTION
TWIN FALLS, ID.
TERMS : **NET 30 DAYS**

DESCRIPTION	UNITS EST	UNIT PRICE	AMOUNT EST
*****	*****	*****	*****
MOB-DEMOB TRUCK MOUNT	1.00	\$1,100.00	\$1,100.00
DRILLING & RELATED ACTIVITIES, PER DAY	1.00	\$3,500.00	\$3,500.00
SUPPORT EQUIPMENT, PER DAY	1.00	\$150.00	\$150.00
BENTONITE CHIPS, PER BAG	12.00	\$12.00	\$144.00
CORE BOXES, EACH	2.00	\$10.00	\$20.00

	TOTAL AMOUNT EST:		\$4,914.00

2 BORINGS TO 25' OR 10' INTO ROCK
2 BORINGS TO 12' WITH STANDPIPE FOR TESTING (S&W TO PROVIDE PIPE)

ASSUMES WE CAN GET WATER NEARBY TO SUPPORT DRILLING OPERATIONS

SCOTT CORN

CONSULTANT NAME: Desert West Environmental
PROJECT NAME: INT Washington St & Filer Ave
Key No. 23329

A. SUMMARY ESTIMATED LABOR-DAY COSTS

								Raw Labor	
		Man-Days		Man-Hours		Hrly Rate		Cost	
Position	Name								
1 Principle Investigator/Owner	S. Hutmacher	19.00	=	152.00	@	\$45.00	=	\$	6,840.00
2 Scientist III	D. Holsen	2.00	=	16.00	@	\$32.00	=	\$	512.00
3 Administrative Assistant	M. Cooperman	0.75	=	6.00	@	\$22.00	=	\$	132.00
4 GIS/CAD Specialist	S. Shults	3.25	=	26.00	@	\$30.00	=	\$	780.00
5 QA/QC Specialist	C. Cunningham	1.50	=	12.00	@	\$30.00	=	\$	360.00
TOTAL LABOR COST WITH FEE								= \$	8,624.00

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

(Total Direct Labor Cost x Overhead Multiplier) \$ 8,624.00 x **114.96%** = \$ **9,914.15**

C. NET FEE

(Total Direct Labor Cost & Overhead x Net Fee) \$ 18,538.15 x **14.00%** = \$ **2,595.34**

D. FCCM

(Total Direct Labor Cost x FCCM%) \$ 8,624.00 x **0.00%** = \$ **-**

F. OUT-OF-POCKET EXPENSE SUMMARY

* 1 MILEAGE (miles)								Estimated	
Ogden to Twin Falls (RT)	380	miles		Est Amount		Unit Cost		Expense	
Technician	6.00	trips		2,280	mi	@	\$ 0.670	=	\$ 1,527.60
LODGING (\$123.05 including 15% taxes and fees)									
Field Review & Public Involvement				15	days	@	\$ 123.05	=	\$ 1,845.75
MEALS									
Travel Day				9	days	@	\$ 44.25	=	\$ 398.25
Full Day				15	days	@	\$ 59.00	=	\$ 885.00
Photocopies & Postage				1600	CA	@	\$ 1.00	=	\$ 1,600.00
GPS Unit				5	Day	@	\$ 49.00	=	\$ 245.00
Digital Camera				4	Day	@	\$ 15.00	=	\$ 60.00
Public Meeting Facility Rental				2000	CA	@	\$ 1.00	=	\$ 2,000.00
TOTAL ESTIMATED EXPENSE								= \$	8,561.60

F. SUBCONSULTANTS/OUTSIDE SERVICES

1 GSI Environmental SOW = \$ **16,810.00**
2 TAG SOW = \$ **7,735.00**

TOTAL = \$ 54,240.09



Approx. \$1,000:

Using a purchased list of 700 names and a design you’ve created, you can print and mail 699 bifolds at First-Class Mail® rates for about \$1,000.^{17a*}

List	(\$0.15	x	700)	
				+
Printing	(\$0.88	x	699)	
				+
Mailing	(\$0.50	x	699)	
Total				\$1,069.62

*Based on estimations for printing and mailing from ExpressCopy.com. This does not include shipping costs.

Basis of postage estimate for public meeting about the project at approximately \$1.53 per unit (\$1,070/700 units). Anticipating up to 1,050 units for this project so estimated cost is approximately \$1,600

Public Meeting facility costs can vary widely by season but using \$1,500 for meeting room and \$500 for food, drink and presentation posters. Only actual cost to be reimbursed.

GPS
Juniper Systems Geode GPS

#103017

RECEIVER

- Receiver type: GNSS single frequency with carrier tracking
- Signals received: GPS, SBAS, GLONASS (optional)
- Channels: 372
- SBAS tracking: 3-channel parallel tracking
- Update rate: 1 Hz standard, 2–10 Hz (optional)



ACCURACY

- SBAS (WAAS): <30 cm horizontal RMS (<60 cm 2DRMS)*
- Cold start: <60 sec typical (no almanac)
- Reacquisition: <1 sec

*GNSS accuracy subject to observation conditions, multipath environment, number of satellites in view, satellite geometry, and ionospheric activity.

COMMUNICATIONS

- Bluetooth® 4.0 (Serial Port Profile)
- Bluetooth range: Class 1 Long Range
- Ports: micro USB Client 2.0; serial RS232C DB-9 (optional)
- Serial baud rates: 4800–115200

RECEIVER PROTOCOLS

- Data I/O protocol: NMEA 0183, raw binary (proprietary), RTCM2
- Other: 1PPS timing output, Speed Pulse, event marker input (optional)

POWER

- Input voltage: 5VDC @ 2A USB
- Power consumption: 1.7–2 W nominal
- Overtime Technology™ battery: 3.65V 5300 mAh Li-ion (~10 hours)
- Charging time: ~4 hours

ANTENNA

- Internal precision multi-GNSS with integrated ground plane
- External antenna port: MCX type, 50 ohm 15VDC @ 20 mA maximum

JUNIPER RUGGED™

- 2 year warranty
- Operating temperature: -20 C to +60 C
- Storage temperature: -30 C to +60 C
- Enclosure rating: IP68
- Dimensions: 4.4 x 4.4 x 1.7 inch (111 x 111 x 43 mm)
- Weight: 0.8 lb (360 g)
- Mount: ¼ x 20 camera stud and #6-32 AMPS Adapter (diagonal)

SOFTWARE

- GeodeConnect™: provides configuration, communications setup, and receiver settings
- Available for:
 - Windows Embedded Handheld 6.5
 - Android 4.x and above
 - Windows PC (8.1/10)

5 days at \$39/day plus \$50 setup
fee = \$245 (\$49/day blended)

INCLUDED ACCESSORIES

- 5VDC USB Universal Charger
- USB Data/Charging Cable (USB-A to Micro-B)
- 5/8 x 11 Pole Mount Adapter

Weight	Rental per day
1 lbs	\$39.00
Prep*	Replacement Value
\$50.00	\$1,700.00

Reserve

Downloads
 Juniper Systems Geode Brochure

[? Ask a question about this item](#)

*(Does not include shipping or insurance)

Concrete Evaluation	+
Drone Sensors	+
Electromagnetic	+
Environmental	+
GPS	-
> EM61 GPS Mount > Emlid Reach RS2+ > Geode GPS > UtilityScan 350HS GPS Mount > UtilityScan 623 Cart GPS Mount > UtilityScan 653/6 Cart GPS Mount	
Grounding Surveys	+
Hydrologic	+
LiDar	+
Magnetometers	+
Marine	+
Non-Destructive Testing	+
Radar	+
Radiometrics	+
Resistivity	+



Search in Phoenix, AZ



Sign up

Login



Sony Alpha a7S II Mirrorless Digital Camera

197 Views

Watch

Share

Last Updated: May 25th 2020

Details

\$15/day for 4 days = \$60

Sony a7s ii

Perfect for low light situations!

Great camera for photography!

Great camera for videos!

Specs

Brand: Sony**Model:** Alpha A7S II Mirrorless Digital Camera**\$15 day**

\$60 week

Rent Value: \$2,000

Select Dates

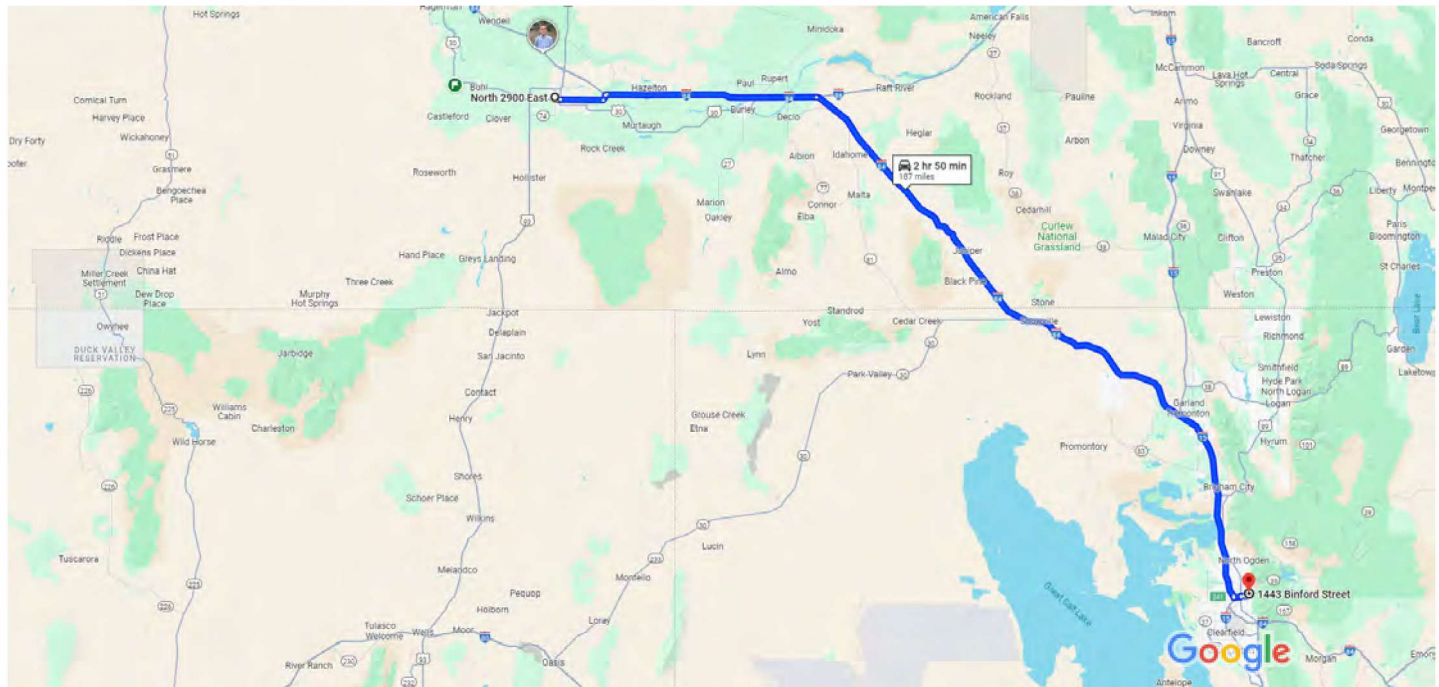


N 2900 E, Twin Falls, ID 83301 to 1443 Binford St, Ogden, UT 84401

Drive 187 miles, 2 hr 50 min

23329 Mileage DWE to Project

187 miles each way plus 6 miles on site driving is 380 miles per RT. Six (6) RT's estimated to complete environmental and public involvement tasks.



Map data ©2024 Google 10 mi

N 2900 E

Twin Falls, ID 83301

Get on I-84 E in Jerome County from Addison Ave

- 18 min (10.9 mi)
↑ 1. Head south on N 2900 E/Washington St N toward N 2900 E/Washington St N
- 0.5 mi
↩ 2. Turn left onto Addison Ave
- 1.0 mi
↑ 3. Continue straight onto E 3900 N Rd/Addison Ave E
Pass by Pizza Hut (on the left in 0.4 mi)
- 8.0 mi
↩ 4. Turn left onto ID-50 N
- 1.1 mi
↗ 5. Turn right to merge onto I-84 E
- 0.4 mi

Three (3) of the trips will have two (2) personnel for two (2) overnight stays each trip = 12 nights, 18 per diem

Three (3) of the trips will have one (1) personnel for one (1) overnight stay each trip = 3 nights, 6 per diem

Follow I-84 E to UT-79 E/31st St/W 3300 S in Ogden. Take exit 341 from I-84 E

2 hr 27 min (173 mi)

BUDGET ESTIMATE FOR NEPA SUPPORT SERVICES
Project No A023(329) / Key No.: 23329 (IDT)
Desert West Environmental, Inc.

TASK	UNIT COST	UNIT	QTY.	COST	TOTAL
<i>TASK 1: Environmental Evaluation/ITD 0654 Form Support</i>					
• Principal I	\$195.00	hour	2	\$390	
• Senior Engineer Scientist Geologist I	\$170.00	hour	8	\$1,360	
• CADD/Graphics	\$125.00	hour	4	\$500	
• Engineer Scientist Geologist I	\$120.00	hour	0	\$00	
• Project Assistant	\$100.00	hour	2	\$200	
Total Task 1					\$2,450
<i>TASK 2: Technical Studies and Reports Support</i>					
• Principal I	\$195.00	hour	4	\$780	
• Senior Engineer Scientist Geologist	\$170.00	hour	20	\$3,400	
• Engineer Scientist Geologist I	\$120.00	hour	10	\$1,200	
• CADD/Graphics	\$125.00	hour	8	\$1,000	
• Project Assistant	\$100.00	hour	2	\$200	
Total Task 2					\$6,580
<i>TASK 3: Public Involvement Support</i>					
• Principal I	\$195.00	hour	4	\$780	
• Senior Engineer Scientist Geologist	\$170.00	hour	10	\$1,700	
• Engineer Scientist Geologist I	\$120.00	hour	10	\$1,200	
• CADD/Graphics	\$125.00	hour	20	\$2,500	
• Project Assistant	\$100.00	hour	16	\$1,600	
Total Task 3					\$7,780
Total Budget Estimate					\$16,810

Estimate

**KN 23329 Washington &
Filer Avenue**



Tasks	Estimated Hours	Rate	Estimated Cost
Clerical & Support	30.00	\$ 28.11	\$1,124.40
Intensive-survey 25 buildings	20.00	\$ 89.47	\$1,431.52
Project Administration	2.00	\$ 89.47	\$167.86
Completion of IHSI data including research, mapping, and associated documentation	40.00	\$ 89.47	\$3,578.70
Assist with Report Production	15.00	\$ 89.47	\$1,258.95
Total	107		\$ 7,561.43

Project Costs	Estimated Costs	Vendor	Quantity
Mileage	258	.655/mile	\$ 168.99
Total			\$ 168.99
PROJECT TOTAL ESTIMATE			\$ 7,730.42

CONSULTANT NAME: Precision Engineering
PROJECT NAME: INT Washington St & Filer Ave
Key No. 23329

A. SUMMARY ESTIMATED LABOR-DAY COSTS

								Raw Labor	
		Man-Days		Man-Hours		Hrly Rate		Cost	
Position	Name								
1 Principal	J. Grounds	8.25	=	66.00	@	\$120.00	=	\$	7,920.00
2 Project Engineer	A. Elliott	18.50	=	148.00	@	\$55.00	=	\$	8,140.00
3 Project Engineer	B. Mapes	20.00	=	160.00	@	\$55.00	=	\$	8,800.00
4		0.00	=	0.00	@	\$0.00	=	\$	-
TOTAL LABOR COST WITH FEE								= \$	24,860.00

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

(Total Direct Labor Cost x Overhead Multiplier) \$ 24,860.00 x **69.09%** = \$ **17,175.77**

C. NET FEE

(Total Direct Labor Cost & Overhead x Net Fee) \$ 42,035.77 x **14.00%** = \$ **5,885.01**

D. FCCM

(Total Direct Labor Cost x FCCM%) \$ 24,860.00 x **0.00%** = \$ **-**

E. ESCALATION

Years	Total Raw Labor & OH	Esc Ratio	Annual Esc		
2025	\$ 42,035.77	x 100% x	0.00%	=	\$ -
2026	\$ 42,035.77	x 50% x	0.00%	=	\$ -

F. OUT-OF-POCKET EXPENSE SUMMARY

		Est Amount	Unit Cost	Estimated Expense
* 1	MILEAGE (miles)			
	Precision to Twin Falls (RT)	602 miles		
	Technician	trips	- mi @ \$ 0.670	= \$ -
	LODGING			
	Field Review & Public Involvement	days	@ \$ 123.05	= \$ -
	MEALS			
	Travel Day	days	@ \$ 44.25	= \$ -
	Full Day	days	@ \$ 59.00	= \$ -
TOTAL ESTIMATED EXPENSE				= \$ -

F. SUBCONSULTANTS/OUTSIDE SERVICES

1 Quaility Counts (Intersection Traffic Counts) = \$ **4,280.00**
 2 =

TOTAL = \$ 52,200.78

ESTIMATE



SLC:ID

BILL TO : Precision Engineering
379 E Shore Dr , Ste 120
Eagle,ID 83616
(208) 938-1695

CLIENT PROJECT # : ESTIMATE DATE : 2/2/2024 ORDER DATE : 2/1/2024

ORDER No	PROJECT NAME	PAYMENT TERMS	ORDER BY
164782	Twin Falls	PWP	Joel Grounds

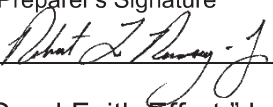
QTY	DESCRIPTION	RATE	TOTAL
4	High Volume-Turn Count	\$350.00	\$1,400.00
	2 Location(s) for time period(s): 7:00 AM -- 9:00 AM-(Midweek) - 2 Hrs.		
	-Washington St--Filer Ave, Twin Falls, ID		
	-Washington St--Filer Ave, Twin Falls, ID		
	2 Location(s) for time period(s): 4:00 PM -- 6:00 PM-(Midweek) - 2 Hrs.		
	-Washington St--Filer Ave, Twin Falls, ID		
	-Washington St--Filer Ave, Twin Falls, ID		
4	Bi-Directional 4+ Lanes-Volume	\$720.00	\$2,880.00
	4 Location(s) for time period(s): 2 Days (Volume)		
	-Washington St north of Filer Ave, Twin Falls, ID		
	-Filer Ave east of Washington St, Twin Falls, ID		
	-Washington St south of Filer Ave, Twin Falls, ID		
	-Filer Ave west of Washington St, Twin Falls, ID		
TOTAL			\$4,280.00

Balances unpaid by end of Payment term (listed above) will be charged 1.5% interest per month

Quality Counts, LLC
15615 SW 74th Ave #100
Tigard, OR 97224
(877) 580-2212
qualitycounts.net



If goals are not met, it is mandatory that pages 2 and 3, titled "Summary of DBE

Key Number 23329	Project Number A023(329)	Project Name Intersection Washington St and Filer Ave, Twin Falls County	
Consultant Firm Civil Science, Inc.		Consultant EEO Officer Ryan Miller	Phone # 801-768-7200
		Email rmiller@civilsience.com	
Preparer's Signature 		Date 01/23/2023	DBE Goal for this Project: 4%

Good Faith Effort," be completed. Failure to complete these forms will prevent agreement award. Refer to Disadvantaged Business Enterprise Special Provisions for Race/Gender-Conscious Projects, for more detail. Award of the agreement is contingent on Good Faith Efforts to provide opportunity for DBE participation in this project. ITD currently has an annual DBE goal of 10%.

Each commitment must be accompanied by written confirmation from the listed DBE firm that it is participating in the contract as stated in the prime consultant's commitment.

Name and Contact Information of DBE Subconsultant	Scope of Work to be Performed by DBE Sub-consultant	Utilization Percentage of Overall Work Scope
Bionomics Environmental, Inc. / Nicole Parks / 208-939-1022	Environmental Documentation / Public Involvement	4%
		%
		%
		%
		%
		%
		%
		%

Total DBE 4%

100% DBE Credit is given on Professional, Technical, Consultant, or Managerial Services

Do Not Write In Box – For Department Use Only

☒ Approved ☐ Not Approved By		Ronnie Winks Digitally signed by Ronnie Winks Date: 2023.01.25 21:28:51 -07'00'
DBE Program Coordinator, Idaho Transportation Department		Date

**STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A023(329)
WASHINGTON-FILER INTERSECTION
TWIN FALLS COUNTY
KEY NO. 23329**

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION BOARD, by and through the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF TWIN FALLS, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested that the State include in its Idaho Transportation Investment Program Federal-Aid Project No. A023(329), described as WASHINGTON-FILER INTERSECTION. Project development is to be performed by Sponsor's staff/Consultant Engineers. The purpose of this Agreement is to set out the terms and conditions to accomplish the project development phase of this project.

NOTE: Securing the services of a consultant for project development services must follow the process outlined in the Idaho Transportation Department Guidelines for Local Public Agency Projects.

Since certain functions under this Agreement are to be performed by the State, requiring the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs incurred by the State related to the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. It is necessary to develop construction plans and specifications in order that federal participation may be obtained in the construction costs of the project. Federal-aid for project development and right of way is available on this project.
2. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%. Scheduled funding for this project is listed in the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:
 - a. Project Development - \$328,000
 - (PE-\$7,000, PL-\$262,000, PC-\$59,000)
 - b. Right-of-Way - \$
 - c. Utilities - \$0
 - d. Construction Engineering - \$328,000
 - (CE-\$7,000, CL-\$262,000, CC & Cont.-\$59,000)
 - e. Construction - \$1,841,000
 - f. Total Estimated Project Costs - \$2,497,000
3. The Sponsor's match for this project will be provided in cash in the amount of 7.34 percent of the entire project (current estimate \$183,280).
4. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at:
<https://apps.itd.idaho.gov/PayITD> .
5. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Design Manual, or as subsequently revised. The current version of the Design Manual can be viewed at the following web site:
<http://itd.idaho.gov/manuals/ManualsOnline.htm>.
6. All information, regulatory and warning signs, pavement or other markings, and traffic signals required and warranted will be developed as a part of the plans, regardless of whether the work is done as a portion of the contract or by the Sponsor's forces.
7. If the project is terminated by the Sponsor prior to completion, the Sponsor shall repay to the State all federal funds received for the project, and shall be

liable to the State for any un-reimbursed incidental expenses as provided for in Section II, Paragraph 1 of this Agreement.

8. Sufficient Appropriation. It is understood and agreed that the State and the Sponsor are governmental agencies, and this Agreement shall in no way be construed so as to bind or obligate the State or the Sponsor beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State and the Sponsor reserve the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Provide the following services incidental to the project development:
 - a. Assist Sponsor in the selection of a Consulting Engineer and negotiations as needed, and furnish the Agreement for Engineering Services and any supplements thereto, to be used between the Sponsor and Consultant Engineers on this project.
 - b. Review Preliminary Environmental Evaluation and recommend other appropriate environmental documentation.
 - c. Furnish to the engineers copies of materials test reports and other data applying to the project and available to the State.
 - d. Provide a hearing officer to conduct a formal public hearing as necessary.
 - e. Assign State personnel or assist in hiring a qualified relocation agent consultant to determine relocation entitlements and assistance which might be required by the project.

- f. File with the Federal Highway Administration applications for exceptions to AASHTO Standards when appropriate and for government land withdrawals for rights-of-way and airport clearance.
 - g. If requested by the Sponsor, assist in negotiations with public carriers and utilities for agreements on behalf of the Sponsor.
 - h. Review the Consultant plans, estimates, reports and environmental studies, and issue notice of approval.
 - i. Supply roadway summary sheets and such standard drawings as may be required to supplement the plans.
 - j. Print and assemble plans, special provisions, specifications and contracts.
 - k. Advertise for bids and let the construction contract. Prior to construction, the parties will enter into a separate agreement covering responsibilities of the parties relating to construction.
- 2. Within sixty (60) days of receipt of appropriate documentation from the Sponsor showing expenditure of funds for project development, reimburse the Sponsor for eligible expenses at the approved Federal-aid rate.
 - 3. Bill the Sponsor for costs incurred by the State under this Agreement for project development, if those costs exceed the amount set out in Section III, Paragraph 1.
 - 4. Bill the Sponsor for any federal funds to be repaid by the Sponsor if the project is terminated by the Sponsor prior to completion, and the Sponsor has been reimbursed with federal funds for preliminary engineering and/or right-of-way acquisition.
 - 5. Appoint the Local Highway Technical Assistance Council as the contract administrator for the State.

SECTION III. That the Sponsor shall:

1. Pay to the State, before the State begins the incidental services referred to in Section II, Paragraph 1, the sum of **SEVEN THOUSAND DOLLARS (\$7,000)**, estimated to be the total expense to the State referred to in Section I, Paragraph 2. In addition, pay to the State the cost of all incidental services provided by the State upon receipt of the billing provided for in Section II, Paragraph 3. These funds will be credited towards the Sponsor's match on the project.
2. Sponsor warrants that it will repay any federal reimbursements on this project if the project is terminated by the Sponsor prior to completion.
3. With the assistance of the State, hire a consultant for development of the project.
4. Make timely payment of all consultant invoices throughout the design of the project. Periodically the Sponsor may submit allowable Consultant invoices and receipts to the State showing payment of same. The State will reimburse the Sponsor for eligible expenses less the Sponsor's match.
5. Advertise for and hold a formal public hearing if required in accordance with the Idaho Open Meetings Law.
6. Coordinate the relocation of utilities within the right-of-way of the project. Federal-aid utility relocations will be processed in accordance with the applicable provisions of 23 CFR and the Sponsor's utility policies and procedures.
7. Right of Way
 - a. Acquire all rights-of-way and easements needed to provide for construction and maintenance of the project.
 - b. Employ an approved certified general appraiser to complete all appraisals and an independent certified general appraiser to review appraisals required for the project unless the property value meets the requirements in Idaho Code Section 54-4105(5) and 45 CFR 24.102.

- c. Review the appraisal reviewer's statement of the estimated fair market value and approve an amount to be just compensation for each parcel to be acquired.
- d. Provide a monthly right-of-way status report (ITD-2161), and forward it to the project manager.
- e. Before initiating negotiations for any real property required for right-of-way, establish, in writing, an amount considered to be just compensation, under Idaho law, Federal Regulations or any other applicable law, and make a prompt offer to acquire the property for the full amount established.
- f. Make a good faith effort, in accordance with Real Property Acquisition Policies Act of 1970, to acquire the real property by negotiation. Employ a State Approved Negotiator if necessary.
- g. Inform the property owner, in those cases where he indicates a willingness to donate a portion of his real property for rights-of-way, of all his rights including his right to full compensation in money for land and damages, if any, in accordance with Idaho Code.
- h. Provide relocation assistance and payments for any displaced person, business, farm operation, or nonprofit organization in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; 49 CFR 24; 23 CFR 710; the Idaho Real Property Acquisition Act of 1971; Title 40, Chapter 20; and Title 58, Chapter 11; Idaho Code, as amended, and regulations promulgated thereunder. No individual or family shall be displaced until decent, safe and sanitary replacement housing is available to the relocatees for immediate occupancy. In addition, advise the State of any relocations required by the project and upon request of the State, authorize the State to negotiate on the Sponsor's behalf for all relocation assistance and payments, the cost of which will be assumed by the Sponsor at the time of negotiation.

- i. Ensure to the greatest extent practicable that no person lawfully occupying the real property shall be required to move from his home, farm or business without at least ninety (90) days written notice prior to advertisement of the project.
8. Before advertisement for bids, provide a certification that all rights-of-way, easements, permits, materials sources and agreements necessary for the construction of the project have been acquired in accordance with the provisions of this Section. Provide a value of any right-of-way donations obtained, which may be credited as a matching share.
9. Evaluate the impact the project might have on the quality of the human environment and prepare and furnish to the State an environmental evaluation that includes cultural resources and any other documentation required by the National Environmental Policy Act.
10. At all required public hearings, furnish all necessary exhibits and provide for a representative of the Sponsor to describe the project; present information about the location and design, including alternates; discuss the tentative schedules for rights-of-way acquisitions and construction; discuss the Sponsor's relocation assistance program; discuss the economic, sociological, and environmental effects of the project; and answer all questions concerning the project.
11. Comply with Attachment 1 attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Attachment 1 if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.
12. Maintain all project records, including source documentation for all expenditures and in-kind

contributions, for a period of three (3) years from the date of final acceptance. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

13. Comply with all other applicable State and Federal regulations.

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the City of Twin Falls by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of the City of Twin Falls.

IDAHO TRANSPORTATION DEPARTMENT

Division Administrator

ATTEST:

CITY OF TWIN FALLS

Ann Parish
City Clerk

Guth Pierce
Mayor

(SEAL)

By regular/special meeting
on September 7, 2022.

rr:23329 SLA PD



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Kristen Kohntopp, Human Resources Director

ACTION ITEM

Request:

Request to approve the extension of an Employee Retention Program for Library employees and the allocation of \$45,000 from Library cash reserves to fund the program for fiscal year 2025.

Time Estimate:

15 minutes

Background:

During fiscal year 2024, following a review of internal practices and advice from the City Attorney, the Library operations were incorporated into the city's general functions. The council-appointed library board retains oversight of essential services, such as programming and hours, ensuring continuity in public services. However, operational procedures including budgeting, HR functions, and adherence to the city's employee handbook are now directed by the city. This integration aims to streamline administration and enhance resource efficiency, while maintaining the library's commitment to community service and access. Aligning compensation and development programs with city-wide standards and strategic goals is a priority, and the objective of this request is to ensure competitive retention strategies that attract and maintain talent in every part of the organization.

In 2018, the City implemented an employee retention program that utilized structured incentives to foster continued service commitments across departments. The proposed Library retention program is modeled after this proven initiative, ensuring uniformity in how we value and retain employees City-wide.

The program offers a retention incentive to all employees who have served 5 or more years with the City. Those who have been with the organization for 5 years are eligible to receive a \$2,500 incentive in exchange for a 3-year commitment. Those who have been with the organization for 10 years or more, are eligible to receive a \$5,000 incentive for the same commitment.

This request directly aligns with the goals outlined in the City's 2018 Strategic Plan, specifically:

- IO2.1: The City of Twin Falls will build a valued, respected, and committed workforce.
- IO2.1.1: Provide a market competitive and sustainable full compensation package that demonstrates the organization's commitment to the employee.

Ordinarily, the funds for a retention program would be planned for and included in the budget process. However, the incorporation of the library and our understanding of the costs associated with aligning the previous wage and compensation program with our own occurred after the budget process was complete. If approved, it will be included in future budgets just as it is for the city's general program.

Approval Process:

A simple majority of the Council members, 50% + 1.

Budget Impact:

The total cost for the first year of implementation is \$45,000.

Regulatory Impact:

History:

Analysis:

Conclusion:

The implementation of the Employee Retention Program will align the Library with the City's strategic and compensation goals, reinforcing our aim to be an employer of choice. By creating an environment that values employee longevity, we boost service quality and nurture a dedicated workforce. This program is a testament to our ongoing investment in our team, fostering a culture of excellence and paving the way for future successes.

Attachments:

None



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Shawn Barigar, Economic Development Director

ACTION ITEM

Request:

Consider a request to approve the Intergovernmental Cooperation Agreement between the City of Twin Falls and Twin Falls County for operation of Joslin Field - Magic Valley Regional Airport and authorize the Mayor to sign the agreement.

Time Estimate:

Background:

The City and County have jointly constructed and developed the Airport since its inception. A formal agreement for the operational relationship has been in place since at least 1968. Over the course of the past year, City staff has worked with representatives from the Twin Falls County Commission and County staff to review and revise the most recent Intergovernmental Cooperation Agreement to clarify roles and responsibilities and better align the written objectives with current operational practices.

The result of these discussions is embodied in the document being presented this evening. The agreement generally follows the same provisions as previous agreements. Highlights of this updated agreement include:

1. A 20-year term, expiring in 2044, with an automatic 20-year renewal at that time unless terminated by either party.
2. Clarification of the selection and evaluation of the Airport Manager as a City employee with structured involvement from the County Commissioners.
3. Formalization of regular reporting from the Airport Manager to the County Commissioners regarding the airport and, more specifically, budget performance and planning.
4. Pending approval by the Federal Aviation Administration, that the City shall become the sole sponsor responsible for administrative execution of all FAA grant applications and awards and fulfillment of all assurances required in those applications and awards. Execution of this updated agreement is one of the requirements for the FAA to approve this request.
5. Deeding of all Airport land owned or co-owned by the County to the City. This may require future action by the Council and Board of County Commissioners to make the deed transfers, but the intent is within this agreement document. Work is already underway for these deed transfers. This, too, is a requirement for the FAA's approval of the sole sponsorship.
6. Revision of all leases of airport properties to be between the City and the lessees with the County assigning its rights in all leases to the City. This, too, may require additional final action by the Council and Board of County Commissioners at a future date, but the intent is included in this agreement. Work is underway for this lease assignment, as well.

7. Continued intent that the City and County will share equally in property tax supported revenue for capital, maintenance, and operation of the Airport, subject to the annual budget approval by the City Council and Board of County Commissioners.

8. A modification of the notice timeline required by either party to terminate the agreement to 9 months prior to the conclusion of the fiscal year.

The Twin Falls County Commissioners approved of the agreement at a meeting on Monday, October 21, 2024 and have signed it.

Approval Process:

A majority vote of a quorum of the City Council.

Budget Impact:

Authorization of the agreement maintains the intent of both the City and County to provide an equal share of property tax revenues, as approved through the budget process, for airport expenses. Additionally, the agreement allows for the City to become the sole sponsor of grant contracts with the Federal Aviation Administration for federally-funded Airport Improvement Projects.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council approve the Intergovernmental Cooperation Agreement between the City of Twin Falls and Twin Falls County and authorize the Mayor to sign the agreement.

Attachments:

1. Intergovernmental Agmt City-County 2024-Oct

**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR THE OPERATION OF
JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT**

INTERGOVERNMENTAL AGREEMENT, hereafter "Agreement", made and entered into the 21st day of October 2024 (hereafter "effective date") by and between the City of Twin Falls, an Idaho municipal corporation, hereafter "City", and Twin Falls County, a political subdivision of the State of Idaho, hereafter "County" for the joint operation of Joslin Field, Magic Valley Regional Airport, hereafter "Airport."

WHEREAS, the City and County have jointly constructed and developed the Airport which is located within the territorial boundaries of the County, pursuant to the statutory authority granted by Chapter 4 of Title 21 of the Idaho Code; and

WHEREAS, pursuant to the authority granted in Idaho Code Sections 67-2326 and 67-2328, the City and County desire to enter into an Intergovernmental Agreement for the continued operation of the Airport, And

WHEREAS, the City and County desire to amend the nature of this relationship from its previous form, including the County deeding all Airport properties owned by the County to the City, and as more fully described below.

NOW THEREFORE, the parties agree as follows:

- 1) **DURATION:** The duration of this Agreement is twenty 20 (years), beginning October 21st, 2024, and ending December 31, 2044, unless terminated earlier as provided for in this Agreement. At the expiration of the initial twenty (20) year term this agreement will automatically renew for one additional twenty (20) year term unless either party provides notice not to renew by January 1, 2044. The 1968 Agreement and all subsequent amendments shall terminate upon the effective date of this Agreement.

2) AIRPORT ADVISORY COMMISSION:

- a. **Purpose** – The Airport Advisory Commission shall assist with planning the operation, construction, improvement and development of said Airport; shall review the annual budget for operation, improvement, construction and development of said Airport; consider and recommend contracts and leases for all operations conducted at the Airport; and shall recommend and advise generally the respective governing bodies as to all matters concerning the Airport.
- b. **Members, Selection, and Term** – The parties have agreed to the creation of a Joint Airport Advisory Commission consisting of six (6) members. The members are selected three (3) by the City and three (3) by the County from the general populace residing within the respective jurisdictions. No member of said Airport Advisory Commission may hold an elective public office. The term of each member shall be three (3) years. Any vacancy which occurs on this Commission shall be filled by the jurisdiction losing a position on the Airport Advisory Commission and for the remaining portion of the vacated term. No compensation shall be provided for members of the Airport Advisory Commission. Each jurisdiction may appoint a nonvoting, ex officio member of the Commission from the respective governing body. The Commission shall elect a chairman for the conduct of business, and the Airport Manager shall serve as secretary and a nonvoting ex officio member of the Commission.
- c. **Meetings** – All meetings of the Airport Advisory Commission shall be called by the Airport Manager or the chairman of the Airport Advisory Commission and shall be

conducted at the Airport. A quorum shall consist of four (4) representatives. The passage of any action shall require a minimum of four (4) votes.

3) AIRPORT MANAGER:

- a. **Selection** – The City Manager shall hire the Airport Manager following a review of applications and interview process which will include a member of the Twin Falls City Council or the Council’s designated representative, a member of the Twin Falls County Commission or the Commissioners’ designated representative, a representative from the Airport Advisory Commission, and other participants as deemed appropriate by the City Manager.
- b. **Salary** – The Airport Manager will be an employee of the City of Twin Falls, and their salary shall be set forth in accordance with the City of Twin Falls compensation and benefits plan.
- c. **Duties & Responsibilities** – The Airport Manager shall be responsible for the day-to-day operations of the Airport as set forth below.
- d. **Annual Evaluation** – The Airport Manager will have an annual performance evaluation in accordance with the City of Twin Falls employment practices. The Twin Falls City Council and Twin Falls County Commissioners shall provide input as part of this evaluation.
- e. **Quarterly Reports from Airport Manager**: the Airport Manager shall, at least on a quarterly basis, communicate with and update the City Council and the County Commissioners regarding Airport operations and issues, budget performance, and budget planning.

4) OPERATION:

- a. **Day to Day Operations** – The City shall be solely responsible for the management, control, and supervision of all routine business and affairs of the Airport. The City Manager and the Airport Manager shall be responsible to ensure that Airport maintenance and operation are performed pursuant to this agreement and to the Airport budget approved by the City Council and County Commissioners, and to the City and County's federal grant obligations.
- b. **Grants** – The City shall be the sponsor responsible for administrative execution of all FAA grant applications and awards, and to fulfill all assurances required in such applications and awards. This sponsorship will require the City to authorize and execute FAA grant applications, awards and contracts. However, for all grants awarded to the Airport prior to the execution of this Agreement, the City and County as co-sponsors shall both maintain all previously agreed-to obligations imposed thereunder for the duration of those grants or until such time as the FAA transfers prior obligations to the City as sole sponsor.
- c. **Land Acquisitions** – The County shall deed unto the City all Airport land owned by the County. All future land acquisitions at the Airport will be recorded in the name of the City. If, at any time in the future, the Airport is ever abandoned or ceases operations permanently, all land deeded from the County to the City under the terms of this Agreement shall be deeded back to the County.
- d. **Lease of Airport Property** – The County will notify all lessees or other interest holders in those properties the County will be deeding to the City of the County's

assignment of its rights in all leases and other related agreements to the City. As of the effective date of this Agreement any leases or lease modifications of airport property shall be reviewed and approved by the City. Such leases must comply with all planning and zoning, land use, and other applicable regulations, the airport master plan operations and designated land use, and with the terms of this Agreement. Additionally, all leases will comply with Idaho Code Sections 21-401 and are not subject to the limitation as to length of term prescribed in Idaho Code 31-836.

5) FINANCES:

- a. **Proposed Budget** – The Airport Advisory Commission shall review a preliminary annual budget for each fiscal year, showing the anticipated revenues and expenditures for the next budget year. Said proposed budget shall be presented to the City Council and Board of County Commissioners.
- b. **Budget Approval** – The Twin Falls Board of County Commissioners, City Manager or his designee, City Financial Officer, and Airport Manager shall meet at least once per year during the month of May to discuss the affairs of the Airport, to include the current and pending annual budget; administration of this Agreement; and any extraordinary expenditures, other than those for the day to day operation of the Airport, prior to the commitment of such expenditure. The proposed budget will be included within the total budget for both the City of Twin Falls, as adopted by the City Council and Twin Falls County, as adopted by the Board of County Commissioners. The Airport Manager will be available as requested throughout the year to discuss the airport budget and any proposed modifications to the budget.

- c. **Contributions** – It is the intent that the City and County shall each levy and contribute an equal amount of the property tax supported revenue required for capital, maintenance and operation of the Airport, subject to the annual budget approval of the City Council and Board of County Commissioners, respectively. The City's contribution shall be the amount shown on the line item for "Airport" on the City's annual L-2 form under "Balance to be levied." Any costs not provided for in the current Airport budget shall be approved by the City Council and County Commissioners prior to incurring said costs.
 - d. **Accounting** – City administrative and other department personnel, equipment, and facilities may be employed to ensure the cost-effective operation of the airport. Such expenses shall be approved annually by both the City and County. It is further provided that the accounting procedure for the paying of the expenses of the airport operation which are presently being used by the City will be continued. All FAA audit requirements will be the responsibility of the City finance department.
 - e. **Limit on Indebtedness** – The parties hereto acknowledge the constitutional limitations on indebtedness imposed by Article VIII Section 3 of the Idaho Constitution. Budget approval shall be only for "ordinary and necessary expenses" in the operation of the airport during the next budget year, except as provided for in Article VIII Section 3E, permitting revenue and special facility bond financing for airports.
- 6) **COOPERATIVE LAND USE PLANNING AND ZONING:** The City and County will work cooperatively, per Idaho Code 21-502 and 67-6508, to establish compatible land use planning and zoning in the surrounding airport environs. Such planning and zoning will be conducted

to help provide for the safety of airport operations and to help prevent the creation or establishment of aviation hazards.

- 7) **INSURANCE:** The City will secure and maintain, at its sole cost and expense, General Liability Insurance coverage for all claims that may arise from the operation of the Airport, whether by the City or anyone directly or indirectly employed by the City. The policy shall include liability coverage arising out of premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The City is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the City and County under this Agreement. Such insurance must include the County as an additional insured for the entire length of the Agreement.
- 8) **INDEMNIFICATION:** To the fullest extent permitted by law, the City shall indemnify and hold the County harmless of and from any and all claims arising out of or in connection with or related to the negligence or willful misconduct of City and/ or City's agents, contractors, or employees.
- 9) **AMENDMENT TO THE AGREEMENT:** No Amendment to this Agreement shall be valid and enforceable unless reduced to writing and authorized and signed by the parties.
- 10) **TERMINATION:** This Agreement may be terminated by either party by providing written notice of termination at least nine (9) months prior to the conclusion of the fiscal year on September 30. The termination will become effective at the conclusion of the then-current fiscal year. However, termination does not absolve either party from prior obligations. This Agreement does not establish a separate legal entity to conduct a joint or cooperative undertaking, as provided for in Idaho Code 67-2328(d). Any real property acquired or

improved while this Agreement is in effect must remain available for the use of this publicly funded airport facility, pursuant to the requirements of FAA funding grants, and shall not be disposed of, but shall remain available for use of the airport operations. In the event the airport permanently ceases operation, the City agrees to deed back to the County those properties transferred to the City under this Agreement.

11) REPEALING CLAUSE: All previous Intergovernmental Airport Agreements between the City and County are hereby repealed and superseded by this Agreement.

12) SEVERABILITY: If any word, phrase, section, subsection, provision, clause or paragraph of this Ordinance shall be adjudged or declared by any court of competent jurisdiction to be unconstitutional or invalid, such judgment shall not affect the validity of the remaining portions of this Ordinance; and it is hereby expressly declared that every other word, phrase, section, subsection, provision, clause or paragraph of the Ordinance enacted, regardless of the enactment or validity of the portion thereof declared to be unconstitutional or invalid, is valid.

13) EFFECTIVE DATE: This Agreement shall be in full force and effect beginning on October 21st, 2024.

(SIGNATURES ON FOLLOWING PAGE)

Dated this _____ day of October 2024.

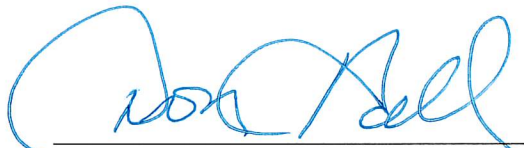
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF TWIN FALLS, IDAHO

Mayor, City of Twin Falls

ATTEST: _____
Deputy City Clerk

COUNTY OF TWIN FALLS, IDAHO



Chairman, Board of County Commissioners

ATTEST: 
Deputy County Clerk



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Nathan Erickson, Environmental Manager

PRESENTATION

Request:

Fall 2024 Odor Study Update

Time Estimate:

The staff presentation will take approximately 5-10 minutes.

Background:

The City of Twin Falls has spent several years studying the Grandview Sewer Trunkline hydrogen sulfide gas sources and impacts, and citizens' concerns about odors. In the past year, the City Council approved funding for a second odor scrubber to be used to help mitigate citizens' odor concerns.

During the summer of 2024, the City continued the Odor Study in the Grandview North Sewer Trunkline area to better understand the options available for installing a permanent carbon-based odor scrubber (see attached 2024 Grandview North Odor Study). As part of this Study, the City held open houses in May and September, inviting community members to share their thoughts and answer any questions about the Odor Study.

The Study's results found that testing the odor scrubber in both locations effectively reduced the number of odor complaints and the impact on citizens living in the area. In 2024, the overall number of odor complaints was down significantly from the previous two years. City staff will schedule a public hearing with the Council with the proposal to establish the location at the corner of Grandview Dr. North and Federation Rd. as a permanent location for an odor scrubber.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The 2024 Odor Study was successful in showing the carbon odor scrubber's ability to reduce the hydrogen sulfide levels in the sewer collection system and its impact on residents. City staff will return to the council soon in a public hearing with the proposal to establish the location at the corner of Grandview Dr. North and Federation Rd. as a permanent location for an odor scrubber.

Attachments:

1. 2024 Grandview North Odor Study



CITY OF TWIN FALLS
Public Works Department
119 South Park Avenue West
Twin Falls, ID 83301

2024 North Grandview Odor Study

Background

The City of Twin Falls City Council continues to support the ongoing study of sources and ways to mitigate foul odors throughout the City of Twin Falls. The main culprit has been tied to hydrogen sulfide, which, in some locations, is dispersed in the community through the sewer system. The city has collaborated for many years with an engineering firm to study the source of these odors and find ways to eliminate the sources or mitigate the impact on citizens. In the spring of 2023, the city purchased a carbon-based odor control system for testing the mitigation of hydrogen sulfide gases from the sewer system. The results were positive, and in December of 2023, the City Council approved purchasing a second carbon-based odor control system to continue the study and help mitigate hydrogen sulfide in two areas within the City that need it most during the summer of 2024.

Mobile odor scrubber

In 2023, the City of Twin Falls purchased a trailer-mounted carbon-based odor control system (mobile odor scrubber) from Anua International. The mobile odor scrubber can pull up to 650 cubic feet per minute of air through a 10-inch flexible hose connected to a sewer manhole. The air pulled from the sewer is pushed through approximately 35 cubic feet of activated carbon pellets. The carbon pellets absorb odorous hydrogen sulfide from the sewer. The mobile odor scrubber is intended to be used to better understand the permanent options available to address foul odors from the sewer that impact the community.



Purpose of project

During the summer of 2024, the City of Twin Falls plans to utilize the mobile odor scrubber to test locations for hydrogen sulfide mitigation from the Grandview sewer trunk line. This will be done by placing the mobile odor scrubber at different locations in the community north of Pole Line Road along the Grandview sewer trunk line. The goal is to understand the odor scrubber's effectiveness and identify a proposed location for a permanent installation of a carbon-based odor scrubber.

Possible locations

City staff have evaluated the study area for possible locations to test the mobile odor scrubber. Attachment A has the locations evaluated, along with an analysis of the location based on the criteria for selecting a location. The criteria considered when assessing locations were:

- Would the manhole used impede the flow of traffic?
- Is a city-owned power source (120v) available within 200 ft?
- Is the location feasible to be used as a test location?
- Does the area in proximity provide feasible options for a permanent location?

Additionally, Appendix B identifies the location of odor loggers used to document and better understand the concentration of hydrogen sulfide within the sewer.

Public involvement

As the City of Twin Falls has grown, citizens have had ongoing concerns regarding the odors in the proposed study area. The City is committed to working with the community to find long-term solutions to the odor problem. Citizens are encouraged to report odor concerns via the online odor report form on the City of Twin Falls homepage. Additionally, citizens are encouraged to provide feedback throughout the study to help City staff identify the best path forward for the entire community. To facilitate this process, the City will hold the following meetings open to the public:

- **Project kickoff Open House** – May 9, 2024, 4-6 pm City Council Overflow Room at City Hall. The meeting is open to the public to provide information, answer questions, and for City staff to receive feedback from the public. The odor Scrubber will be on site for the public to see.
- **End of summer update Open House** – September 24, 2024, 4-6 pm, City Council Overflow Room at City Hall. City staff will provide data collected and what has been learned from the data. They will also discuss the current status of the project to receive feedback from the public.
- **Results of the 2024 study Presentation to Council** – October 28, 2024, 5 pm, Council Chambers at City Hall. Presentation of results and recommendations to the City council.

Questions

If you have any questions or would like to provide feedback, please contact:

Nathan Erickson
(208) 735-7272
nerickson@tffd.org

This aerial map displays a residential development with numerous lots, each identified by a unique number. The map is oriented with North at the top, as indicated by the north arrow in the bottom right corner. The development is bounded by Grandview Dr N to the west and Pole Line Rd W to the south. The map shows a grid of streets, including B1-10, B1-15, B1-20, B1-25, B1-30, B1-35, B1-40, B1-45, B1-50, B1-55, B1-60, B1-65, B1-70, B1-75, B1-80, B1-85, B1-90, B1-95, B1-100, B1-105, B1-110, B1-115, B1-120, B1-125, B1-130, B1-135, B1-140, B1-145, B1-150, B1-155, B1-160, B1-165, B1-170, B1-175, B1-180, B1-185, B1-190, B1-195, B1-200, B1-205, B1-210, B1-215, B1-220, B1-225, B1-230, B1-235, B1-240, B1-245, B1-250, B1-255, B1-260, B1-265, B1-270, B1-275, B1-280, B1-285, B1-290, B1-295, B1-300, B1-305, B1-310, B1-315, B1-320, B1-325, B1-330, B1-335, B1-340, B1-345, B1-350, B1-355, B1-360, B1-365, B1-370, B1-375, B1-380, B1-385, B1-390, B1-395, B1-400, B1-405, B1-410, B1-415, B1-420, B1-425, B1-430, B1-435, B1-440, B1-445, B1-450, B1-455, B1-460, B1-465, B1-470, B1-475, B1-480, B1-485, B1-490, B1-495, B1-500, B1-505, B1-510, B1-515, B1-520, B1-525, B1-530, B1-535, B1-540, B1-545, B1-550, B1-555, B1-560, B1-565, B1-570, B1-575, B1-580, B1-585, B1-590, B1-595, B1-600, B1-605, B1-610, B1-615, B1-620, B1-625, B1-630, B1-635, B1-640, B1-645, B1-650, B1-655, B1-660, B1-665, B1-670, B1-675, B1-680, B1-685, B1-690, B1-695, B1-700, B1-705, B1-710, B1-715, B1-720, B1-725, B1-730, B1-735, B1-740, B1-745, B1-750, B1-755, B1-760, B1-765, B1-770, B1-775, B1-780, B1-785, B1-790, B1-795, B1-800, B1-805, B1-810, B1-815, B1-820, B1-825, B1-830, B1-835, B1-840, B1-845, B1-850, B1-855, B1-860, B1-865, B1-870, B1-875, B1-880, B1-885, B1-890, B1-895, B1-900, B1-905, B1-910, B1-915, B1-920, B1-925, B1-930, B1-935, B1-940, B1-945, B1-950, B1-955, B1-960, B1-965, B1-970, B1-975, B1-980, B1-985, B1-990, B1-995, B2-10, B2-15, B2-20, B2-25, B2-30, B2-35, B2-40, B2-45, B2-50, B2-55, B2-60, B2-65, B2-70, B2-75, B2-80, B2-85, B2-90, B2-95, B2-100, B2-105, B2-110, B2-115, B2-120, B2-125, B2-130, B2-135, B2-140, B2-145, B2-150, B2-155, B2-160, B2-165, B2-170, B2-175, B2-180, B2-185, B2-190, B2-195, B2-200, B2-205, B2-210, B2-215, B2-220, B2-225, B2-230, B2-235, B2-240, B2-245, B2-250, B2-255, B2-260, B2-265, B2-270, B2-275, B2-280, B2-285, B2-290, B2-295, B2-300, B2-305, B2-310, B2-315, B2-320, B2-325, B2-330, B2-335, B2-340, B2-345, B2-350, B2-355, B2-360, B2-365, B2-370, B2-375, B2-380, B2-385, B2-390, B2-395, B2-400, B2-405, B2-410, B2-415, B2-420, B2-425, B2-430, B2-435, B2-440, B2-445, B2-450, B2-455, B2-460, B2-465, B2-470, B2-475, B2-480, B2-485, B2-490, B2-495, B2-500, B2-505, B2-510, B2-515, B2-520, B2-525, B2-530, B2-535, B2-540, B2-545, B2-550, B2-555, B2-560, B2-565, B2-570, B2-575, B2-580, B2-585, B2-590, B2-595, B2-600, B2-605, B2-610, B2-615, B2-620, B2-625, B2-630, B2-635, B2-640, B2-645, B2-650, B2-655, B2-660, B2-665, B2-670, B2-675, B2-680, B2-685, B2-690, B2-695, B2-700, B2-705, B2-710, B2-715, B2-720, B2-725, B2-730, B2-735, B2-740, B2-745, B2-750, B2-755, B2-760, B2-765, B2-770, B2-775, B2-780, B2-785, B2-790, B2-795, B2-800, B2-805, B2-810, B2-815, B2-820, B2-825, B2-830, B2-835, B2-840, B2-845, B2-850, B2-855, B2-860, B2-865, B2-870, B2-875, B2-880, B2-885, B2-890, B2-895, B2-900, B2-905, B2-910, B2-915, B2-920, B2-925, B2-930, B2-935, B2-940, B2-945, B2-950, B2-955, B2-960, B2-965, B2-970, B2-975, B2-980, B2-985, B2-990, B2-995, C1-10, C1-15, C1-20, C1-25, C1-30, C1-35, C1-40, C1-45, C1-50, C1-55, C1-60, C1-65, C1-70, C1-75, C1-80, C1-85, C1-90, C1-95, C1-100, C1-105, C1-110, C1-115, C1-120, C1-125, C1-130, C1-135, C1-140, C1-145, C1-150, C1-155, C1-160, C1-165, C1-170, C1-175, C1-180, C1-185, C1-190, C1-195, C1-200, C1-205, C1-210, C1-215, C1-220, C1-225, C1-230, C1-235, C1-240, C1-245, C1-250, C1-255, C1-260, C1-265, C1-270, C1-275, C1-280, C1-285, C1-290, C1-295, C1-300, C1-305, C1-310, C1-315, C1-320, C1-325, C1-330, C1-335, C1-340, C1-345, C1-350, C1-355, C1-360, C1-365, C1-370, C1-375, C1-380, C1-385, C1-390, C1-395, C1-400, C1-405, C1-410, C1-415, C1-420, C1-425, C1-430, C1-435, C1-440, C1-445, C1-450, C1-455, C1-460, C1-465, C1-470, C1-475, C1-480, C1-485, C1-490, C1-495, C1-500, C1-505, C1-510, C1-515, C1-520, C1-525, C1-530, C1-535, C1-540, C1-545, C1-550, C1-555, C1-560, C1-565, C1-570, C1-575, C1-580, C1-585, C1-590, C1-595, C1-600, C1-605, C1-610, C1-615, C1-620, C1-625, C1-630, C1-635, C1-640, C1-645, C1-650, C1-655, C1-660, C1-665, C1-670, C1-675, C1-680, C1-685, C1-690, C1-695, C1-700, C1-705, C1-710, C1-715, C1-720, C1-725, C1-730, C1-735, C1-740, C1-745, C1-750, C1-755, C1-760, C1-765, C1-770, C1-775, C1-780, C1-785, C1-790, C1-795, C1-800, C1-805, C1-8

An analysis of each location was considered for testing the mobile air scrubber.

Site A (B2-59)—Manhole B2-59 is located approximately 30 feet east of the Grandview trunkline in the middle of the sidewalk on the north side of Pole Line Road. Due to its location on the sidewalk, its use would impede pedestrian passage and ADA compliance; it is also in ITD's right of way, which would likely make it challenging to acquire an easement. This is not likely a viable option for a test or permanent location.

Site B (B2-290)—Manhole B2-290 is in the Grandview trunkline, located within the paved road on the east edge. There is a City-owned pressurized irrigation pump station located approximately 200 feet to the north, which could provide power. Due to the location of the manhole on the edge of the road, traffic would likely be impacted, and traffic may be reduced to one lane during the test. It is likely not the best location for a test due to traffic impact; however, the location of the PI station offers some potential for a permanent location.

Site C (B1-195)—Manhole B1-195 is located approximately 170 feet east of the Grandview trunkline through an 8-inch sewer line and is in the grass in a park/stormwater retention area owned by the City. There is a sprinkler control box approximately 70 feet to the southwest, which could possibly provide power. For the test, this location appears promising. It also has the potential for a permanent location.

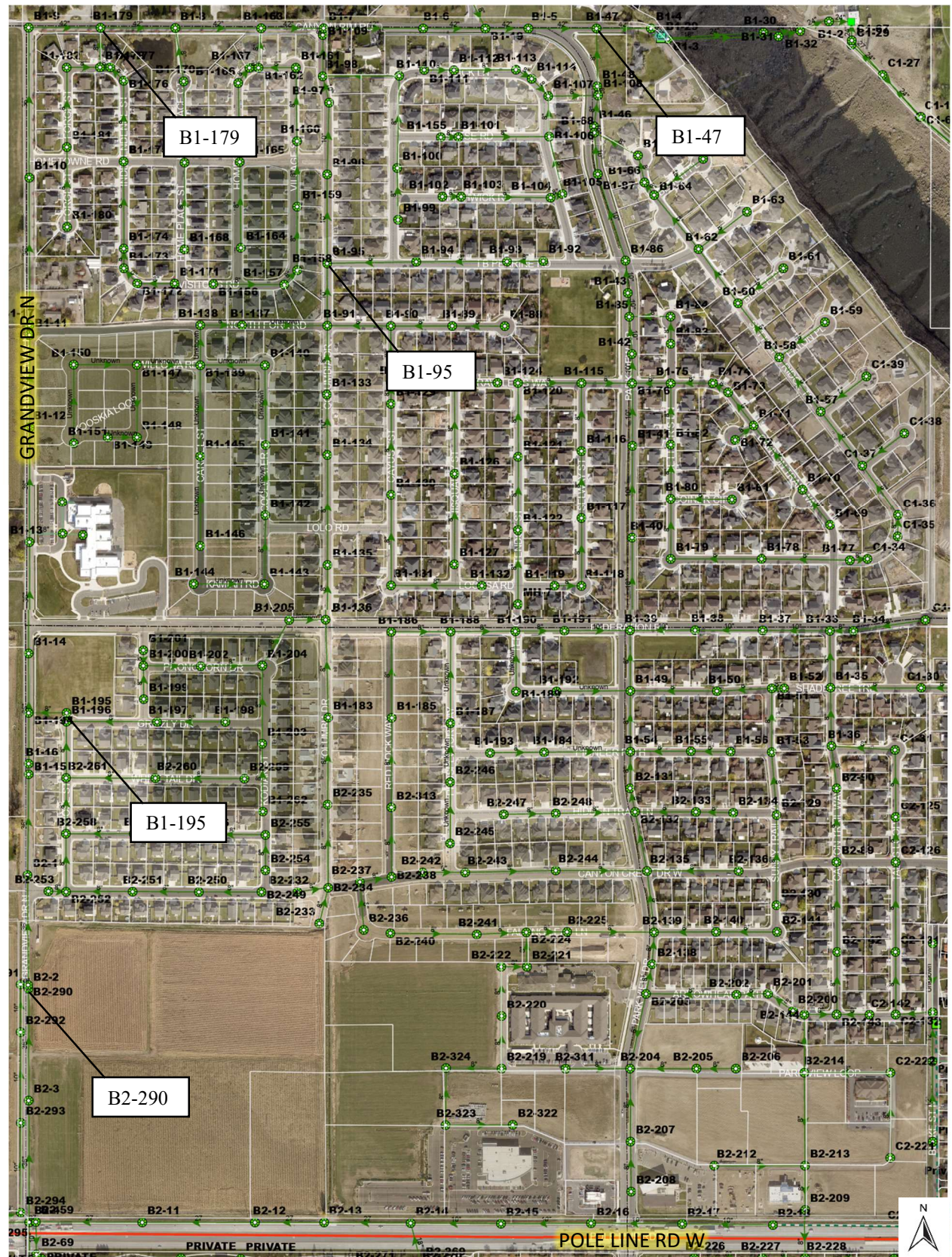
Site D (B1-170)—Manhole B1-170 is located approximately 230 feet south of the Grandview trunkline through an 8-inch sewer line and is in the center of a cul-de-sac. Though this location would have minimal traffic, its position in the center of the cul-de-sac is not ideal. Additionally, no city power source is nearby, and the stormwater basins to the north are deep and not owned by the City. This is likely not a viable option for a test or permanent location.

Site E (B1-109)—Manhole B1-190 is located approximately 30 feet south of Grandview trunkline on Columbia Drive through an 8-inch sewer line. Due to the manhole's location on the road, traffic would likely be impacted. Additionally, there is no city power source nearby and no property owned by the City. This is likely not a viable option for a test or permanent location.

Site F (B1-48)—Manhole B1-48 is located approximately 250 feet south of the Grandview trunkline on the east edge of Park View Drive through an 8-inch sewer line. The manhole is on the edge of the road, which is likely wide enough that traffic could be directed around it and keep both lanes open. The closest city power appears to be approximately 275 feet to the northeast. The distance from city power is more than 200 feet, which is necessary for this test; however, if power could be figured out, this may be a possible test location. The City owns the park to the east of this manhole, and the park/stormwater area could be a viable option for a permanent location.

Site G (B1-29)—Manhole B1-29 is the last manhole in the Grandview trunkline before it drops off the canyon rim to the wastewater treatment plant. The manhole is located on the canyon rim walking path. A section of the walking path would need to be closed during the test, but users could be redirected around the area via a different path. City power is approximately 150 feet to the west. For the test, this location appears promising. The City owns the park to the west, and the park/stormwater area could be a viable option for a permanent location.

Appendix B: Locations of hydrogen sulfide data logger locations during the test.





Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request for City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zarembo Group, LLC. (PZ24-0084)

Time Estimate:

Approximately 5-10 minutes with questions/coments to follow.

Background:

This is a request from Zarembo Group, LLC (Autozone) for a recommendation on a zoning district change from C-1 PUD to C-1 for property located at 997 Washington St S.

On September 24, 2024 the Planning and Zoning Commission approved this recommendation 4-0.

Approval Process:

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

Budget Impact:

N/A

Regulatory Impact:

A recommendation on the zoning of the property will allow the City Council to hold a public hearing and make a final decision on the zoning designation of the property. If in the event, the council shall approve an amendment, such amendment shall thereafter be approved by preparation and passage of an ordinance.

Approval of this Zoning District Change will remove the PUD from this property and will be entitled to Commercial Highway (C-1) zoning regulations.

History:

The Orchard Park PUD agreement was approved in 2006 with a five (5) year maximum time limit for final development. The Orchard Park Plaza Subdivision No. 1 was later approved and the final construction of the eastern portion of the Master Plan was completed. Swenson's Market was given occupancy in 2007. This Orchard Park Plaza Subdivision No. 1 contained phase 1 and 2 of the development with phase 3 to follow in 2022 when the City of Twin Falls platted the Washington Fire Station Subdivision and constructed Fire Station No. 3. There are still a few undeveloped lots remaining within the PUD, the subject property being one of them.

Analysis:

Upon review of the Orchard Park PUD for development and design standards, staff made the applicant aware of the modified restrictions within the agreement for development of the site. The applicant has been working to meet the design and development requirements within the PUD, but there has been difficulty designing the site to allow for the building, parking, and landscaping requirements per the PUD Agreement. The land uses identified within the PUD for the western portion of the Master Plan was limited to Neighborhood Commercial land uses with a limited list of additional uses allowed with a special use permit. The PUD would allow for an automobile parts store with an approved special use permit, a land use that is outright permitted within the C-1 zoning district. Other variations between the Orchard Park PUD and the C-1 zoning district include property line setbacks, off-street parking, signs, building height and building design standards.

A request to rezone this property to C-1 would remove this lot from the PUD agreement and allow development to move forward using the C-1 zoning district standards.

For example, the PUD requires a 20' property line setback on all sides of the commercial lot, if the property is rezoned the C-1 district would require a 35' front yard setback with zero setbacks along the side and rear. Parking standards within the PUD requires 4.5 per 1000 sq. ft. of floor area. Rezoning to C-1 would require the project to follow current parking code and would require 4 per 1000 sq. ft of floor area, making the parking compliant with other retail developments. Within the PUD properties abutting Washington St S are allowed one freestanding sign limited to 50 sq. ft. with a maximum height of 6 ft. A rezone to C-1 would allow the applicant to follow current city code requirements for signage offering alternative sign options. The PUD calls for a gable or hip roof with a 31/2 pitch and twelve inch eaves, with a residential style not typically used for a commercial building design, The C-1 zoning district does not have design requirements for roofs or buildings rezoning to C-1 would allow the applicant to keep their standard building design. While the staff is aware that the PUD offers the development some control over the design of the property, the PUD only provides a conceptual master development plan used to demonstrate compliance with the comprehensive plan.

The Comprehensive Plan Designation for this property is Neighborhood Commercial and Mixed Use. The Neighborhood Commercial is characterized by providing support services and small-scale commercial uses that compliment the neighborhood. The Mixed Use is characterized as an area that serves local and regional commercial uses and consists of retail, offices, restaurants and entertainment. The C-1 zoning district proposed for this property would be found within both the Mixed Use and Neighborhood Commercial designation. While the PUD does have some additional design restrictions, rezoning the property to C-1 would not alter its compatibility with the comprehensive plan.

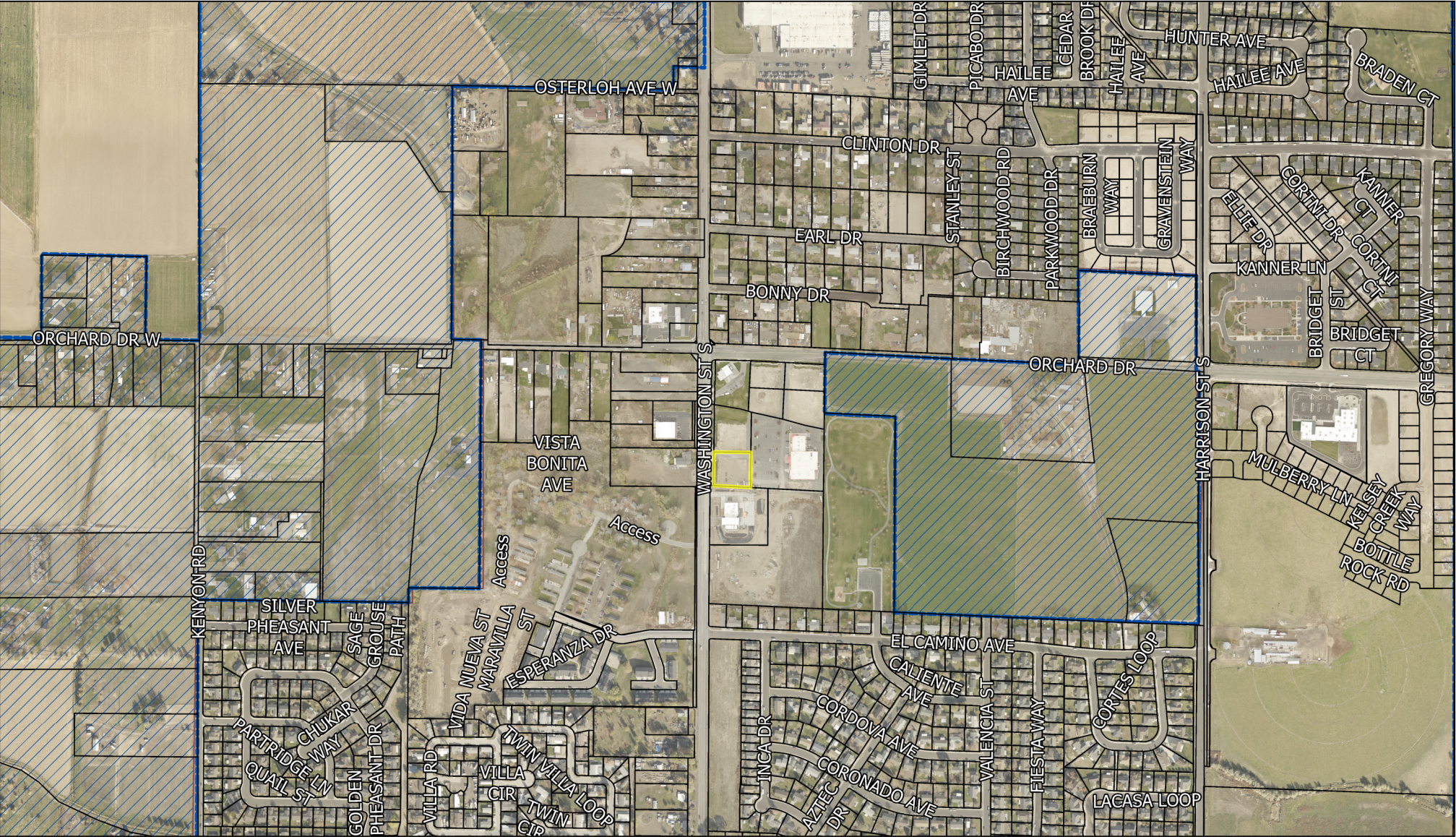
Conclusion:

Upon conclusion, the Council is tasked with making a decision on the zoning designation being requested by the applicant. The Council may approve the proposed zone change from C-1 PUD to C-1, approve an alternative zoning designation, deny the proposed zone change, or table the request to acquire new information. On September 24, 2024 the planning and zoning commission recommended approval 4-0 to rezone the subject property to C-1.

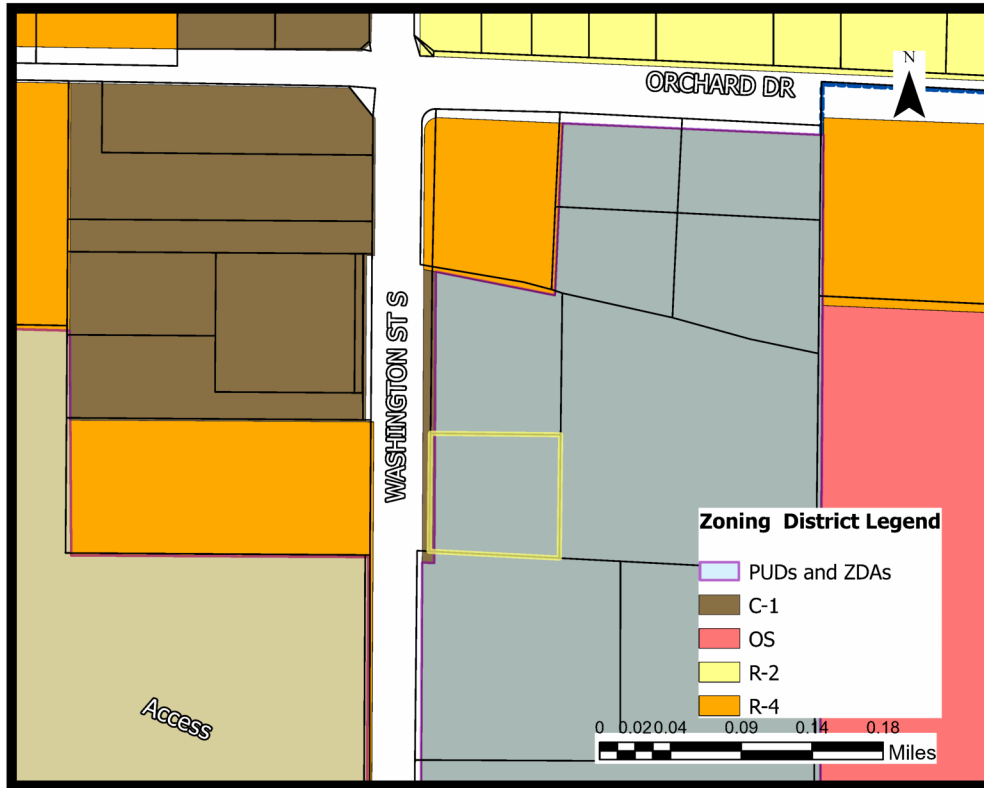
Attachments:

1. PZ24-0084 Vicinity Map
2. PZ24-0084 Zoning & FLU Map
3. PZ24-0084 Land Use and Development Standards Comparison Chart
4. PZ24-0084 Orchard Park PUD recorded 08-09-06 (#239)
5. PZ24-0084 10-4-8 C1 Commercial Highway
6. 092424 Minutes

Request for a recommendation to City Council for zoning district change from C-1 PUD to C-1 on property located at 997 Washington St S. (PZ24-0084)



ZONING MAP



Zoning

Current Zoning: C-1 PUD

Current Land Use: Undeveloped Lot

Proposed Zoning: C-1

Proposed Land Use: Retail

Surrounding Area

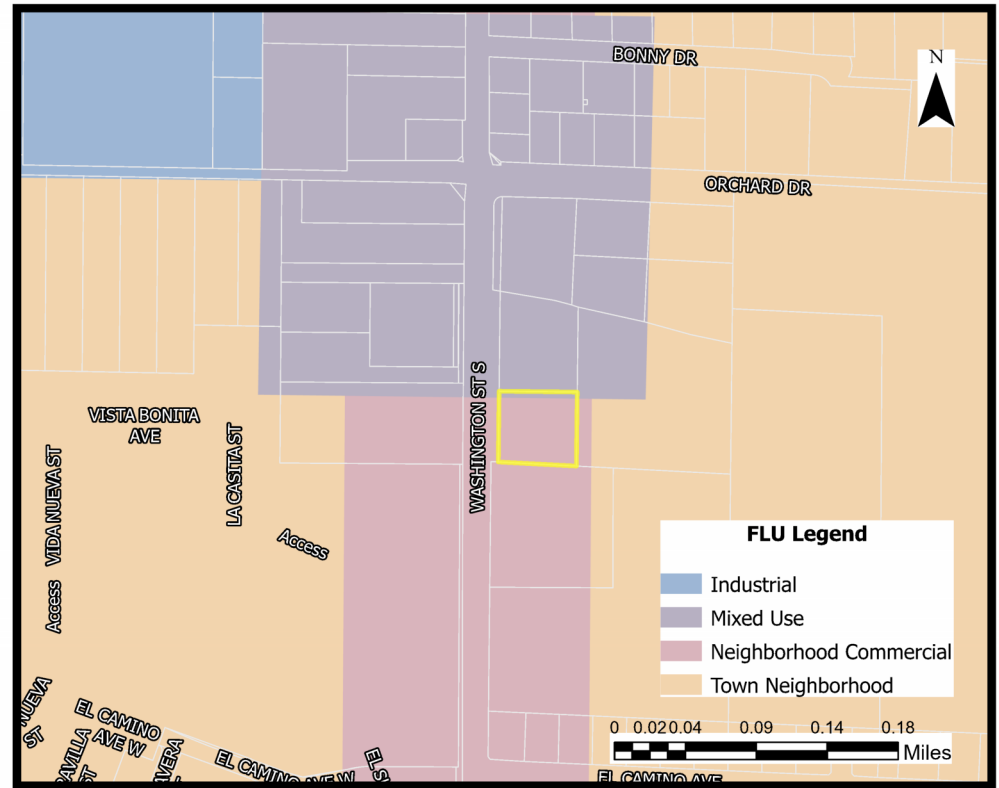
North: Commercial Undeveloped Lot

South: Fire Station No. 3

East: Commercial Retail

West: Washington St S

FUTURE LAND USE MAP



Regulations

10-6-1, 10-14, Orchard Park PUD, 10-4-8

FLU Category

Neighborhood Commercial
Provides supporting services and small-scale commercial that complement the neighborhood

Mixed Use

Typically sites at major arterial intersections and serves local and regional commercial, anchored by a grocery store, civic or entertainment uses
Land Uses: Retail, Office, Restaurants, Civic, Entertainment, Townhomes, Condominiums, Plaza's and Parks

Land Use Comparison Chart

10-4-21.2 NCO Land Use Prohibited	Orchard Park PUD Requires SUP	10-4-8 C-1 Land Use Permitted
a. Automobile Parts Store	a. Automobile Parts Purveyor (including accessories sold)	Automobile Parts Store

Property Development Standards Comparison

Orchard Park PUD	Commercial Zoning District
<u>Property Line Setbacks:</u> Setbacks shall be twenty (20) foot minimum from property line.	<u>Property Line Setbacks:</u> Front: A setback of thirty-five feet (35') shall be maintained on major arterials Side & Rear: No property line setbacks are required on side yard or rear yards
<u>Off Street Parking:</u> 4.5 spaces per 1000 sq. ft.	<u>Off Street Parking:</u> Retail 4 spaces per 1000 sq. ft.
<u>Signs:</u> Freestanding signs along Washington Street South shall consist of monument signs only. Monument signs shall not exceed fifty (50) square feet, and shall have a maximum height of six (6) feet placed on a berm.	<u>Signs:</u> Each commercial use shall comply with the provisions of Chapter 9: Sign Regulations Allowing for several different types of signs of different sizes and designs.
<u>Building Height:</u> No structure within "Envelope A", as shown on the Approved Master Development Plan, shall exceed twenty-five (25) feet in height and buildings with single occupancy shall not exceed 15000 sq. ft.	<u>Building Height:</u> No building shall exceed fifty feet (50') in height except as provided by section 10-7-3 of this title.
<u>Building Design Standards:</u> Building faces shall be broken up with windows, recesses, awnings, or other architectural features that break up large flat surfaces. All buildings shall be low reflective, neutral, or earth tones colors. Building materials, and architectural themes shall be coordinated between various structures to create a uniform theme of construction throughout the project to a reasonable extent. Project sign colors, material, and architectural features shall also be coordinated to further add uniformity to the overall project theme. Structures shall be of a residential architectural style with gable or hip roof with a minimum 3/12 pitch and a twelve (12) inch eave.	<u>Building Design Standards:</u> None



25 0 50 100
SCALE IN FEET

LOCATED IN
NW⁴ NW⁴ SECTION 28,
TOWNSHIP 10 SOUTH,
RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO
2005

LEGEND

EXISTING PROPERTY BOUNDARY	---
STREET/LANE CENTERLINE	---
EXISTING GAS PIPELINE EASEMENT	---
EXISTING EDGE ASPHALT	---
CURB/GUTTER/SIDEWALK	---
FENCE	---
"Envelope A"	---
"Envelope B"	---

PROJECT INFORMATION

DEVELOPERS:
White Pine Development, LLC
2300 South Orchard Street, Suite A
Boise, ID 83707
(208) 345-7330

Svensen Development Company, LLP
P.O. Box 442
Twin Falls, ID 83303
(208) 308-3741

ENGINEER:
Force Engineering, LLP
405 Shoshone Street West, #11
Twin Falls, ID 83301
(208) 308-3741

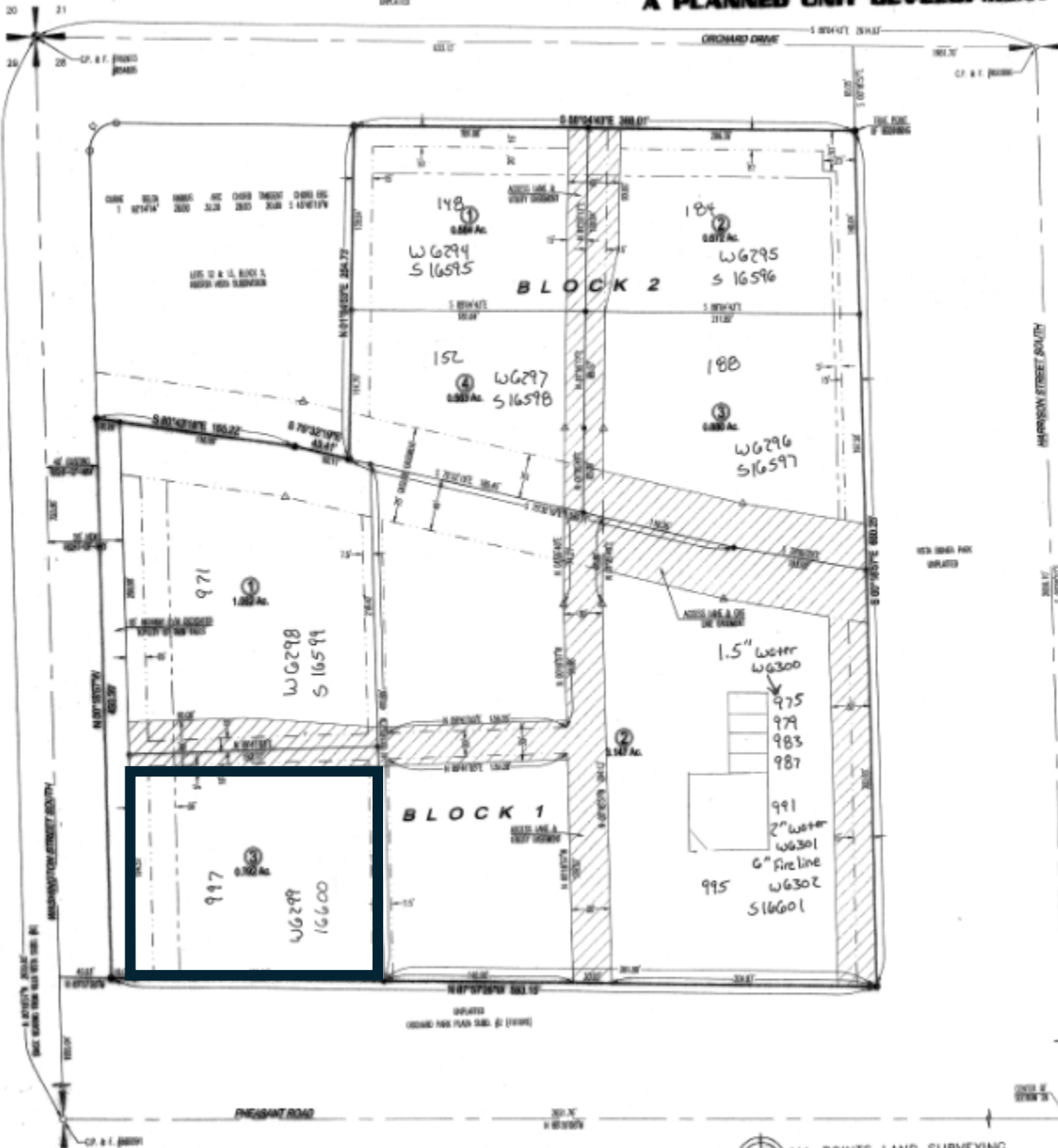
PARKING:
Parking Ratio = 4.5 spaces per
1000 sf gross building area
Accessible parking spaces are in
accordance with City Standard
Drawing "P-3"

STORMWATER CALCULATIONS:
Total required retention = Surface(c) Dry(c)
91,451 825,264

Note: A Transportation Impact Study (TIS) has been produced
for this development. Copies of the TIS may be obtained from
ITS District 4 Headquarters in Shoshone, ID.



A PLANNED UNIT DEVELOPMENT



App. 1917

ROUTING AND FILE KEY SHEET

PUN 207

PUD Agreement

	RES.	ORDINANCE	LEASE	CONTRACT	DEED	OTHER
DATE PASSED/FAILED						
NUMBER						239
MAYOR SIGNED						✓
CITY MANAGER SIGNED						
OTHERS SIGNED						
CITY CLERK SIGNED						
RECORDED? YES/NO						
PUBLISHED DATE						
KIND OF DEED						
EXPIRATION DATE						
CITY ATTORNEY APPROVE						
COPIES TO: _____						

DEPT'S INVOLVED? COUNCIL CITY MANAGER FINANCE POLICE FIRE
 ENGINEERING COM DEV PLAN & ZONING INSPECTION
 WATER SANITATION WASTE WATER STREETS PARKS
 RECREATION GOLF AIRPORT SHOP PERSONNEL
 ECON DEV LIBRARY LID BID CITY ATTORNEY

OTHER _____

KEYWORDS TO USE TO FILE DOCUMENT: Orchard Park

PUD Agreement

STARTING DATE OF CONTRACT: _____

ENDING DATE OF CONTRACT: _____

Orchard Park PUD Agreement

February 07, 2006

PUD #239

This Agreement made and entered into this 22 day of Mar, 2006, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation (hereinafter called "City") and White Pine Development, Inc., whose address is P.O. Box 9622 – Boise, ID 83707 (hereinafter called "Developer")

RECITALS

WHEREAS, Developer is the owner of the certain tract of land in the City of Twin Falls, State of Idaho, more particularly described in Attachment "A", attached hereto (the "Property"), which property is located on the SE corner of Orchard Drive and Washington Street South consisting of approximately 16.2 acres; and

WHEREAS, Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, Developer has made a request of the City to develop a commercial subdivision (the "Project") on the Property and has submitted to the City a Master Development Plan (Attachment "B") which has been approved for development as a "C-1 PUD" by the Planning and Zoning Commission and City Council of the City; and

WHEREAS, City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, State of Idaho, subject to certain terms, conditions, and understandings, which terms, conditions, and understandings are the subject of this Agreement.

COVENANTS

Now, THEREFORE, in consideration of the mutual promises and covenants contained herein, Developer and City agree as follows:

BY: _____

1. NATURE OF THE AGREEMENT. This Agreement shall become part of the “C-1 PUD” zone with respect to the Property upon its full execution and recording. Developer and its assigns or successors in interest, as well as City and its assigns or successors (if any), shall be bound by the terms and conditions contained herein.
2. NATURE OF THE DEVELOPMENT. This development will be a neighborhood commercial project. It is agreed by the parties hereto that certain language and requirements pertaining to the Project shall be interpreted as follows:
 - A. USES.
 1. Commercial: Unless otherwise provided herein, the Project shall meet the allowed use regulations of the City’s Neighborhood Commercial Overlay District (NCO) zone (Section 10-4-21.2 City Code). The following is an addition to the use requirements of the NCO:
 - (a) Special Uses: Special use permits may be granted for the following uses:
 - I. Automobile Parts Purveyor (including installation of accessories sold)
 - II. Home Furnishings and Equipment
 - III. Pawnshop
 - IV. Tire Shop
 - B. HOURS OF OPERATION. The hours of operation for all activity within the PUD shall be between the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. unless otherwise authorized by the City of Twin Falls through the Special Use Permit Process.
 - C. PHASING OF DEVELOPMENT. Developer shall be permitted to develop the Property in phases, provided those phases are in compliance with the Master Development Plan, this PUD Agreement, and an approved preliminary subdivision plat. Approval for each phase may be obtained by submission of a

technically correct final plat for that phase to the City Council. The designation and location of specific uses on the Master Development Plan and preliminary plat are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a maximum of three (3) years limit between Phase I and Phase II unless an extension is granted by Twin Falls City Council. There shall be no minimum and a maximum of five (5) years limit between Phase II and Phase III unless an extension is granted by Twin Falls City Council.

3. STREET, SEWER, WATER, DRAINAGE, AND OTHER IMPROVEMENTS

Developer shall be responsible for the design and construction of street, sewer, water, drainage systems, and pressurized irrigation on the Property (hereinafter "Improvements") as described herein in accordance with City standards.

A. IMPROVEMENT PLANS. Developer shall, for each phase of its development, file or cause to be filed with the City a complete set of plans checked and stamped by a licensed professional engineer for that development phase, showing all improvements contemplated within that phase of the development (hereinafter "Improvement Plans"). The Improvement Plans and all Improvements thereon shall meet the approval of the City, which approval shall be given if such plans conform with established City requirements, the Master Development Plan, and this PUD Agreement.

B. IMPROVEMENT DESIGN AND CONSTRUCTION. Developer, at their expense, shall cause all Improvements shown on the Improvement Plans to be designed, constructed, and installed consistent with the approved Improvement Plans. Notwithstanding the foregoing, nothing in this Agreement shall prohibit City, State or Federal participation in the cost or financing of Improvements on the Property if mutually agreed to by the parties hereto.

- C. PHASED CONSTRUCTION. Developer shall provide the City with written notification of the timing and scope of the phase, or phases, of said Improvements it intends to complete at that time. Developer agrees to make modifications to construct any temporary facilities or infrastructure system connections or extensions necessitated by such phased construction work as shall be reasonably required by the City.
- D. CONSTRUCTION SUPERVISION. Developer shall use a registered professional engineer to supervise the construction, inspection, and testing of the work as necessary, to ensure that all such improvements are constructed in accordance with the approved Improvement Plans.
- E. NON-COMPLIANCE. In the event any of the Improvements are not consistent with the Improvement Plans, the City shall give written notice to Developer of said non-compliance. Developer shall cure said non-compliance within thirty (30) days of its receipt of notice, or in the case of non-compliance that will take in excess of thirty (30) days to cure, Developer shall submit a written plan with a timetable of when the cure will be completed and commence to cure within thirty (30) days of receipt of notice and diligently pursue the same to completion. In the event Developer fails to cure said non-compliance in the manner set forth hereinabove, the City shall have the right to withhold the issuance of any future building permits and certificates of occupancy within only that phase of such "PUD" until such time as all requirements specified in this Section 3 have been complied with; PROVIDED HOWEVER, Developer shall have the right to appear before the City Council at any regular meeting after any building permits and certificates of occupancy shall have been withheld for reasons set forth in this paragraph and shall have the right to be heard as to why such building permits and certificates of occupancy should be issued. The City Council shall then, in good faith and in an objective manner, decide whether said building permits and

certificates of occupancy should be issued, and its decision shall be final, except that the rights of the parties are preserved at law and equity.

- F. FEES. Developer shall pay, or cause to be paid, to the City all applicable fees, if any, with regard to the installation of Improvements pursuant of the Improvement Plans. However, City water and sewer connection and service charges shall be paid for by individual developers and users at the rates set by applicable City ordinances and resolutions.
- G. MAINTENANCE OF IMPROVEMENTS. City hereby agrees to accept maintenance responsibility for the public improvements upon their completion to City standards in accordance with current City policy. Developer hereby agrees to accept maintenance responsibility for the private improvements upon their completion in accordance with current City policy and in accordance with any other development agreements associated with the Project.
- H. CITY COMMITMENT ALONG ORCHARD DRIVE. City agrees to pay the construction costs associated with installing curb, gutter, and sidewalk along the 572 feet (+/-) of property fronting Orchard Drive east of Fire Station #3 in accordance with a previous development agreement associated with the Property (see Attachment "C").
- I. CITY COMMITMENT IN FRONT OF FIRE STATION PROPERTY. City agrees to pay the construction and engineering costs associated with excavation, street widening, and installation of curb, gutter, sidewalk, landscaping, and other needed utilities along the frontage of the Fire Station (Lots 12 and 13 of Block 5 of Huerta Vista Subdivision).

J. DEVELOPER COMMITMENT ALONG WASHINGTON STREET SOUTH.

Developer shall install entire curb, gutter and street improvements, 1,046 linear feet (+/-), on Washington Street South as part of development of Phase I.

4. PLATS. Developer agrees to file with the City a preliminary plat and final plat or plats, prepared by a registered professional engineer and/or licensed land surveyor, of the real property which is the subject of this Agreement. Final plats for phases to be developed shall be submitted specifically identifying and dedicating all necessary public easements and those rights-of-ways the City agrees to accept herein and in the Standard Developer's Agreement. It is agreed that said plats and any amendments thereto must first be approved by the City.

5. PROPERTY DEVELOPMENT STANDARDS. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section 5, and all applicable provisions of City Code.

A. APPROVAL AND CONSTRUCTION. All improvements shall be constructed in accordance with engineered drawings and specifications, describing in reasonable detail the work to be performed, with the drawings and specifications to first be approved by City, which approval shall not be unreasonably withheld.

B. LANDSCAPING AND PLANTING. Perimeter landscaping along bordering streets shall be required to be installed on each parcel of the Property and in the public right-of-way adjacent thereto at the time site and building improvements are completed thereon, or by the next planting season. Such landscaped perimeter shall be installed from the back of curb in the public right-of-way and shall be extended to the dimensions set forth below:

A thirty-five (35) foot landscape buffer (including a detached six (6) foot meandering bicycle/pedestrian pathway), measured from the back of curb shall be

constructed along the Property frontage to Washington Street South. A landscape buffer averaging not less than thirty-five (35) feet in width (including a detached six (6) foot meandering bicycle/pedestrian pathway) and having a minimum width of twenty (20) feet measured from the back of curb shall be constructed along the Property frontage to Orchard Drive.

The landscaping shall be evaluated on a Project-wide basis to create landscaping areas where it has the greatest benefit to the Project and to adjacent property owners. Landscaping areas shall closely conform to the layout shown on the approved Master Development Plan. All landscaping shall comply with the standards set forth herein, and be installed in conformance with an approved Project Master Landscaping Plan as approved by City staff. All landscaping will be properly maintained. Drive through service lanes, when allowed by special use permit, may transverse through landscaped areas on the Landscaping Plan.

The property landscaping will be designed to utilize a pressure irrigation system. Each property owner will be required to utilize the development's pressurized irrigation system or future systems as required by the City for their landscaped area.

All landscaping within this Planned Unit Development (PUD) shall be designated as "common area" and the proper maintenance of said area shall be the responsibility of an association consisting of business operators within the PUD. The Developer may also choose to dedicate these areas to the City, by City approval, to be incorporated with facilities for the requirements of storm water retention, utility, and irrigation purposes.

C. MASTER LANDSCAPING PLAN. Both street buffer areas shall be landscaped to include the following: The landscape perimeter may be planted in sod, and shall have a minimum of one (1) shrub per one hundred (100) square feet

of landscaped area and one (1) tree per five hundred (500) square feet of landscaped area. Trees and shrubs may be clustered, but there shall be no space greater than seventy-five (75) lineal feet between trees/shrubs. A minimum of fifty (50) percent of trees shall be evergreens on Orchard Drive. Deciduous trees shall be at least 1 ½" caliper and four (4) feet tall and evergreen trees shall be a minimum of four (4) feet in height at time of planting.

Fifty (50) percent of the lineal footage of landscaping in the street buffer area shall have berms with a ridge elevation of at least eighteen (18) inches in height with at least fifty (50) percent of the berming having a minimum ridge elevation of thirty (30) inches in height. Each separate section of the landscaping strip shall contain trees or shrubs.

The use of planters and landscaped islands within parking lots will be used to reduce visual impact of large paved areas and these shall be planted with shade trees and shrubbery. The design shall include consideration of drought resistant plants and materials. Planters and landscaped islands shall have a minimum of one (1) shrub per one hundred (100) square feet of landscaped area and one (1) tree per five hundred (500) square feet of landscaped area. Trees and shrubs may be clustered, but there shall be no space greater than seventy-five (75) lineal feet between trees/shrubs. Deciduous trees shall be at least 1 ½" caliper and four (4) feet tall and evergreen trees shall be a minimum of four (4) feet in height at time of planting.

The total area (square feet) of landscaping per Phase shall conform to the Master Landscape Plan attached hereto. The required landscaped area for each Phase and the planting requirements within the landscaped areas shall be in accordance with the Master Landscape Plan, this Agreement and applicable City Code.

There shall be a minimum six (6) foot solid screening fence or wall adjacent to all residential properties and the type and height of fence shall be consistent throughout the entire development where there are adjacent residential properties. Fence for each lot shall be installed prior to any building construction on each lot that is adjacent to residential properties.

There shall be a minimum six (6) foot screening fence along the property line of the existing fire station property (Lots 12 and 13 of Block 5 Huerta Vista Subdivision). Fencing shall be installed prior to completion of Phase I, as approved by City staff.

The City of Twin Falls agrees to allow this landscaping plan to encroach a distance of up to twenty (20) feet onto the adjacent area of Vista Bonita Park. The City Parks and Recreation Department must review and approve a detailed landscape layout plan for areas within the park prior to installation. This will aid in creating a landscaping threshold and screening between the development and the park. The initial cost of the plantings, installed and in-place, shall be the responsibility of the Developer. The City agrees to maintain the plantings within the park area once installed.

A four (4) foot chain link fence shall be installed adjacent to Vista Bonita Park. The fence shall provide access from the park to the Property at locations consistent with the Master Development Plan. The entrances shall be clearly marked with a "gateway" feature, as approved by the City, at the threshold as well as landscaping aprons, as shown on the approved Master Development Plan. A ten (10) foot wide asphalt path connection will be made between the designated entrances and the existing westerly park pathway at the Developer's expense. The asphalt connection pathways shall be constructed when the adjacent Project phase is under construction. A landscaping buffer averaging a minimum of eight

(8) feet in width shall be established along the Property's eastern property boundary.

D. BUILDING STANDARDS. Building and improvements shall comply with the following standards.

1. DESIGN STANDARDS. Building faces shall be broken up with windows, recesses, awnings, or other architectural features that break up large flat surfaces. All buildings shall be low reflective, neutral, or earth tones. Colors, building materials, and architectural themes shall be coordinated between various structures to create a uniform theme of construction throughout the Project to a reasonable extent. Project sign colors, material, and architectural features shall also be coordinated to further add uniformity to the overall project theme.

No structure within "Envelope A", as shown on the Approved Master Development Plan, shall exceed twenty-five (25) feet in height. Buildings within "Envelope A" shall be of a residential architectural style with gable or hip roof with a minimum 3/12 pitch and a twelve (12) inch eave. Single occupancy buildings within "Envelope A" shall not exceed fifteen thousand (15,000) square feet.

No structure within "Envelope B", as shown on the Approved Master Development Plan, shall exceed thirty-five (35) feet in height with the exception of architectural projections or features, roof top equipment (if properly enclosed or screened), and chimney chases. Building materials, colors, and architectural styles shall conform to the architectural concept submitted with the PUD Application, "Exhibit C". Single occupancy buildings within "Envelope B" shall not exceed forty-five thousand (45,000) square feet.

2. OUTSIDE STORAGE/LOADING DOCKS. Loading docks and similar facilities shall be located and screened from streets and adjacent properties. Screening shall consist of landscaping and/or masonry walls and shall conform to City Code requirements. No outside storage yards or areas shall be allowed and all trash containers shall be enclosed or screened from visibility from all streets and all adjacent properties. Outdoor display of seasonal items shall conform with City Code
3. UTILITIES. All on-site utility service lines located within a parcel shall be placed underground. To the extent reasonably practical, any transformer or terminal equipment provided within or immediately adjacent to the Project shall be located and screened to minimize visibility from the view of the streets and adjacent properties with screening material such as landscaping or other approved material.
4. SIGNS. Signs shall comply with the requirements of the C-1 zone and the General Sign Provisions contained in Section 10-9-1 & 2 of City Code, except as provided herein.

Freestanding signs along Orchard Drive and Washington Street South shall consist of monument signs only. Monument signs identifying commercial businesses located within "Envelope A", as shown on the approved Master Development Plan, shall not exceed fifty (50) square feet, and shall have a maximum height of six (6) feet measured above the adjacent curb (hereinafter called "M-A Signs"), Attachment "D-1". A maximum height of eight feet, measured above the adjacent curb, shall be allowed for "M-A" signs placed on a berm. Signs identifying commercial businesses located within "Envelope B" shall not exceed one hundred (100) square feet, and shall have a maximum height of fourteen (14) feet measured above the adjacent curb (hereinafter

called “M-B Signs”), Attachment “D-2”. A maximum height of sixteen (16) feet, measured above the adjacent curb, shall be allowed for “M-B” signs placed on a berm.

A maximum of four (4) M-A signs and two (2) M-B signs shall be allowed along Washington Street South. A maximum of one (1) M-A signs and one (1) M-B sign shall be allowed along Orchard Drive. Multiple monument signs located within a single continuous landscaped areas shall be spaced a minimum of one hundred twenty-five (125) feet apart. Monument signs may be spaced closer than one hundred twenty-five (125) feet when separated by an access driveway, but shall be a minimum of fifty (50) feet apart.

5. ILLUMINATION. Illumination shall be designed and installed to minimize the effect, harshness, and glare of exterior lighting on adjacent properties. Parking areas shall have lighting that will provide at least one foot-candle of light at the ground surface on the entire parking site. Lighting shall be designed so that it does not directly illuminate any adjacent residential uses with more than one-fourth (1/4) of a foot-candle and so that it does not create a traffic hazard.
6. SOUND SUPPRESSION. The use of an outdoor paging or public address system, whether permanent or temporary, shall not be permitted. Outdoor music may be allowed, through the Special Use Permit process, in covered walkways during business hours, provided the music is not noticeable from neighboring buildings or residential areas.
7. BUILDING SETBACKS. Building setbacks shall be in accordance with all applicable provisions of City Code as well as the setback requirements established below:

Buildings along Vista Bonita Park shall have a minimum setback from the property line of thirty (30) feet. All other building setbacks shall be twenty (20) foot minimum from property line.

8. TIME LIMITATIONS. The "PUD" zoning designations on the Property described in Attachment "A" is expressly conditioned upon the Master Development Plan (Attachment "B") approved by the City Council and submittal of final development plan and final subdivision plat for the first phase of the Project within one (1) year from the date hereof. The Developer may apply for one or more one-year extensions, provided application is made in advance of the expiration date. Approval shall not be unreasonably withheld.
9. CITY OF TWIN FALLS STANDARD DEVELOPER'S AGREEMENT. It is understood and agreed by the parties hereto that Developer shall execute the City's Standard Developer's Agreement for required public improvements.
10. GENERAL PROVISIONS.
 - A. COOPERATION. The parties hereto agree to cooperate each with the other. Developer shall submit to the City all plans, specifications, and working drawings required by the City.
 - B. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties concerning the Property and improvements described herein, and no amendment or modifications to this Agreement shall be valid or effective unless reduced to writing and signed by the parties.

C. APPLICABLE LAW. This agreement shall be construed in accordance with the laws of the State of Idaho.

D. NOTICES. If notices from one party to the other are desired or required hereunder such notices shall be delivered or mailed to the party to receive such at its address last known to the sender of such notice. Notices shall be deemed received on the date of hand delivery or upon seventy-two (72) hours following deposit in the United States mail, if properly addressed, stamped and sent with "return receipt requested". On the date of this Agreement, the addresses of the parties are as follows.

Developers: Don H. and Patricia K. Deters
P.O. Box 9622
Boise, ID 83707

City: City of Twin Falls
321 Second Avenue East
P.O. Box 1907
Twin Falls, ID 83303-1907

E. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties hereto. Transfer of all or a portion of the Property shall create a notation releasing the transferor from obligations under this Agreement with respect to said transferred property.

F. SEVERABILITY. In the event any portion of this Agreement is declared by a Court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall not be affected thereof.

- G. SIGNATORIES. Each of the persons executing this Agreement hereby warrants that he or she is duly authorized and empowered to so act on behalf of the entity for which he or she is signing, and that this Agreement is binding on, and enforceable against such entity.
- H. EFFECTIVE DATE. This Agreement shall become valid and binding upon its approval by the City, through its City Council, and upon its execution by the Mayor and Developer.
- I. ATTORNEY FEES. In the event that either party should be required to retain an attorney to institute litigation because of the default or breach of the other, or to pursue any remedy provided by law, the party which prevails in such litigation shall be entitled to a reasonable attorney's fee.
- Each party agrees that prior to retaining an attorney for said reasons, an effort shall first be made to pursue non-binding arbitration by a qualified mediator.
- J. CONSTRUCTION. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a contract is to be construed more strictly against the person who himself, or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation thereof.
- K. ATTACHMENT. All attachments to this Agreement and recitals are incorporated herein and made a part thereof as if set forth in full.

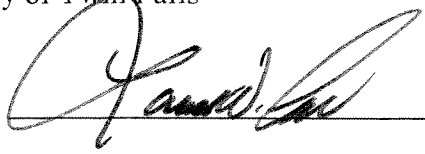
L. CAPTIONS. The captions, sections, and paragraph numbers appearing in this agreement are inserted only as a matter of convenience and shall in no way affect interpretation of this agreement.

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

“CITY”

City of Twin Falls

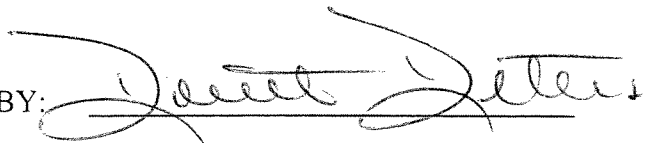
ATTEST: Kathleen A. Bruchette BY:


Mayor

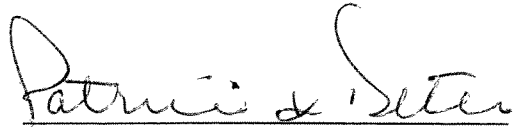
“DEVELOPER”

Don H. and Patricia K. Deters

BY:


Don H. Deters

BY:

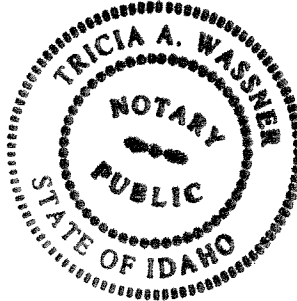

Patricia K. Deters

ACKNOWLEDGEMENTS

STATE OF IDAHO)
)ss.
 COUNTY OF TWIN FALLS)

On this 22nd day of March, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don H. Deters and Patricia K. Deters, known to me to be the Mayor and City Clerk, respectively of Twin Falls, the municipal corporation that executed the within and foregoing instrument, and acknowledged to me that such municipal corporation executed the same.

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



Tricia A. Wassner
 NOTARY PUBLIC FOR IDAHO
 Residence of Bowen, Idaho
 My commission expires 7/05/2011

STATE OF IDAHO)
)ss.
 COUNTY OF TWIN FALLS)

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DON H. DETERS, known or identified to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

 NOTARY PUBLIC FOR IDAHO
 Residence of _____
 My commission expires _____

STATE OF IDAHO)
)ss.
 COUNTY OF TWIN FALLS)

On this ____ day of _____, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared PATRICIA K. DETERS, known or identified to me to be the person who subscribed said name to the foregoing instrument, and acknowledged to me that she executed the same in said name.

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

 NOTARY PUBLIC FOR IDAHO
 Residence of _____
 My commission expires _____

35,65114

WARRANTY DEED

For Value Received, DON H. DETERS, a married man dealing with his sole and separate property, the Grantor, does hereby grant, bargain, sell and convey unto DON H. DETERS and PATRICIA K. DETERS, husband and wife, the Grantees, of 8026 W. Innsbrook Court, Boise, Idaho 83704, the following described premises, situated in Twin Falls County, State of Idaho, to-wit:

Lots 1, 2, 3, 4, 5, 6, and 7, Block 1;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block 2;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, Block 3;
 Lots 1, 2, 3, 4, 5, 6, and 7, Block 4;
 Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11, Block 5, all in Huerta Vista Subdivision, Twin Falls County, Idaho, according to the official plat thereof recorded in Book 11 of Plats, page 51, records of Twin Falls County, Idaho.

Together with all water, water rights, ditches and rights of way for ditches thereunto belonging or in anywise appertaining.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And that Grantor, does hereby covenant to and with Grantees that the Grantor is the owner in fee simple of said premises; that said

RECORDS DEPT. IDAHO

TITLEFACT, Inc.

1004013197

1994018197

WARRANTY DEED - Page 1

600

Sh

10-18-94

Attachment A



25 0 50 100
SCALE IN FEET

LOCATED IN
NW 1/4 SECTION 28,
TOWNSHIP 10 SOUTH,
RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO
2005

LEGEND

EXISTING PROPERTY BOUNDARY	---
STREET/LAKE CENTERLINE	---
EXISTING GAS PIPELINE EASEMENT	---
EXISTING EDGE ASPHALT	---
CURB/GUTTER/SIDEWALK	---
FENCE	---
"Envelope A"	---
"Envelope B"	---

PROJECT INFORMATION

DEVELOPERS
White Pine Development, LLC
2300 South Orchard Street, Suite A
Boise, ID 83707
(208) 345-7330

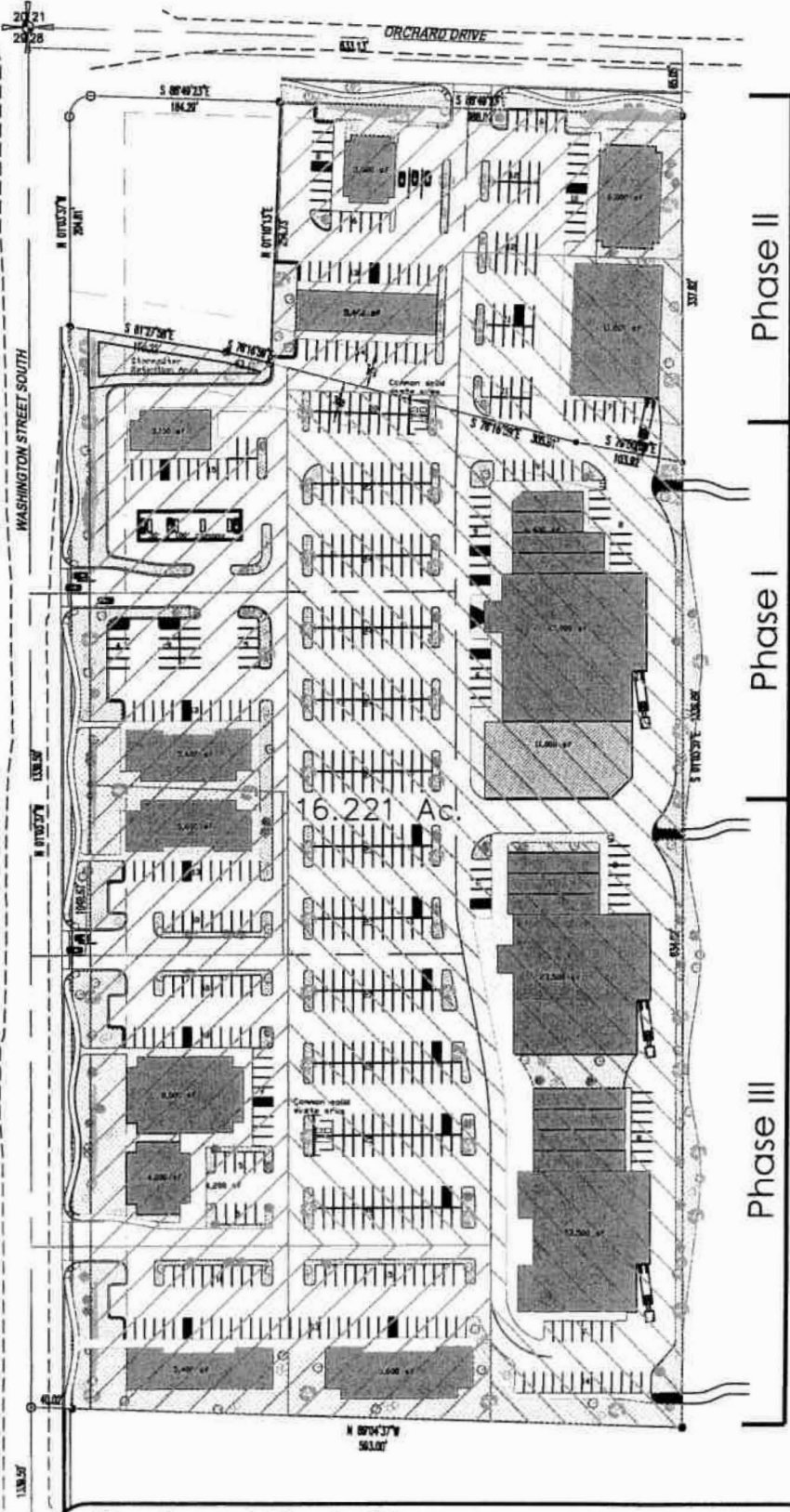
SPONSOR
Svensen Development Company, LLP
P.O. Box 442
Twin Falls, ID 83303
(208) 300-2741

ENGINEER
Force Engineering, LLP
409 Shoshone Street West, #11
Twin Falls, ID 83301
(208) 300-2741

PARKING
Parking Ratio = 4.5 spaces per
1000 sq ft gross building area
Accessible parking spaces are in
accordance with City Standard
Drawing "P-3"

STORMWATER CALCULATIONS
Total required retention = Surface(cu) 91,431 Dry(cu) 825,264

Note: A Transportation Impact Study (TIS) has been produced
for this development. Copies of the TIS may be obtained from
ITD District 4 Headquarters in Shoshone, ID.



Orchard Park Plaza
Master Development Plan

Date: 02.07.2006
Attachment B



25 0 50 100
SCALE IN FEET

LOCATED IN
NW⁴ NW⁴ SECTION 28,
TOWNSHIP 10 SOUTH,
RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO
2005

LEGEND

EXISTING PROPERTY BOUNDARY	---
STREET/LANE CENTERLINE	---
EXISTING GAS PIPELINE EASEMENT	---
EXISTING EDGE ASPHALT	---
CURB/GUTTER/SIDEWALK	---
FENCE	---
"Envelope A"	---
"Envelope B"	---

PROJECT INFORMATION

DEVELOPERS:
White Pine Development, LLC
2300 South Orchard Street, Suite A
Boise, ID 83707
(208) 345-7330

Svensen Development Company, LLP
P.O. Box 442
Twin Falls, ID 83303
(208) 308-3741

ENGINEER:
Force Engineering, LLP
409 Shoshone Street West, #11
Twin Falls, ID 83301
(208) 308-3741

PARKING
Parking Ratio = 4.3 spaces per
1,000 sf gross building area.
Accessible parking spaces are in
accordance with City Standard
Drawing "P-3"

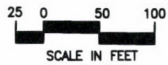
STORMWATER CALCULATIONS:
Total required retention = Surface(cf) 91,451 Drywell(cf) 225,264

Note: A Transportation Impact Study (TIS) has been produced
for this development. Copies of the TIS may be obtained from
ITD District 4 Headquarters in Shoshone, ID.



Orchard Park Plaza
Master Development Plan

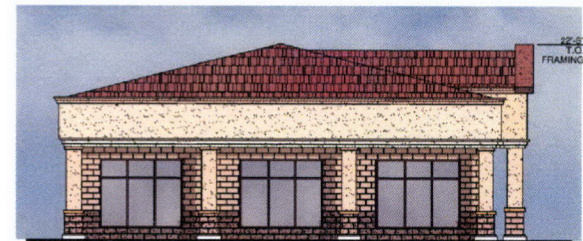
Date: 02.07.2006
Attachment B



The required landscaped area per Phase shall conform to the table below:



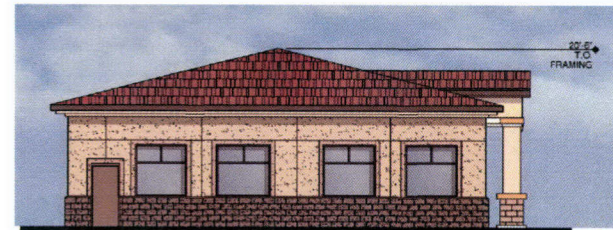
TYP. RETAIL FRONT EXTERIOR ELEVATION



TYP. RETAIL SIDE EXTERIOR ELEVATION



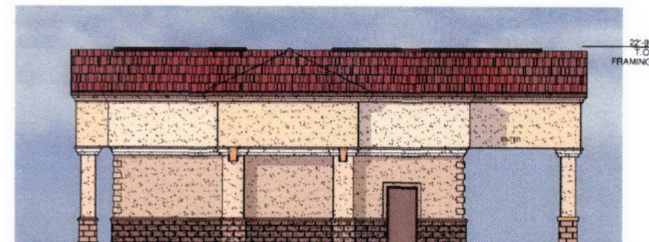
TYP. PROFESSIONAL OFFICE FRONT EXTERIOR ELEVATION



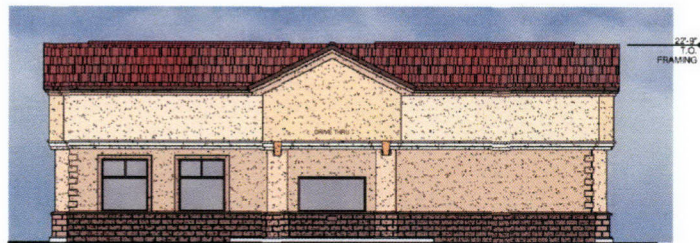
TYP. PROFESSIONAL OFFICE SIDE EXTERIOR ELEVATION



TYP. BANK FRONT EXTERIOR ELEVATION



TYP. BANK SIDE EXTERIOR ELEVATION



TYP. BANK REAR EXTERIOR ELEVATION



EXTERIOR FINISH SCHEDULE
OUTPADS ORCHARD PARK PLAZA
TWIN FALLS, IDAHO



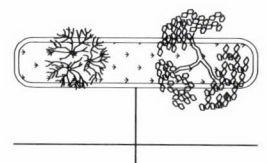
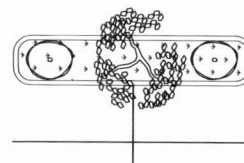
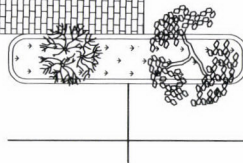
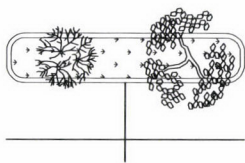
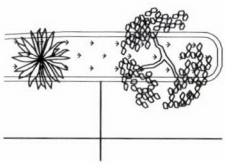
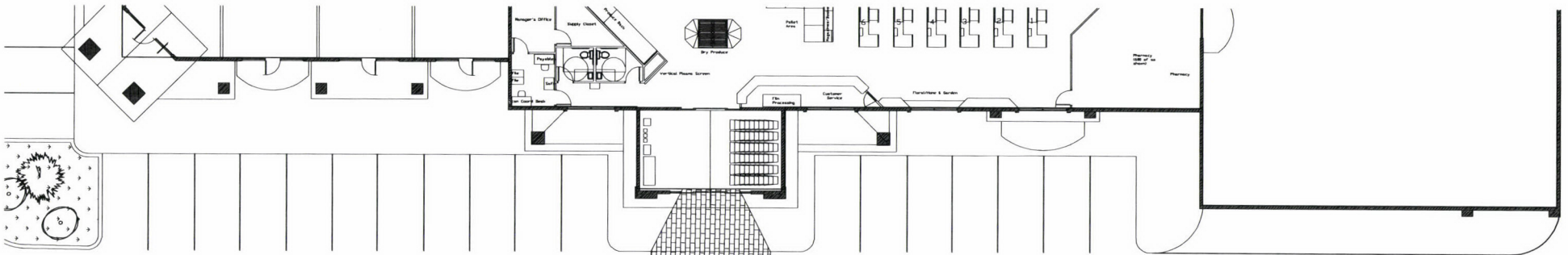
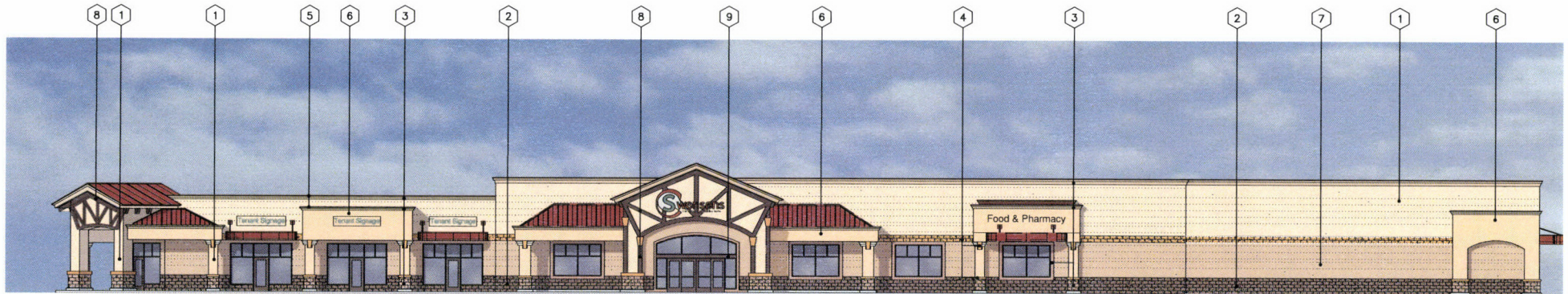


Tait & Associates, Inc.
Engineering • Architecture • Surveying
1000 N. 10th St., Suite 100
Twin Falls, ID 83401
208.735.1234



SWENSENS/RETAIL SHOPS/TYP. OUTPAD

C.U.P.-1
OUTPAD
COLORED
ELEVATIONS



1 SHERWIN WILLIAMS
"BISCUIT"
SW6112



2 SHERWIN WILLIAMS
"BRAINSTORM BRONZE"
SW7033



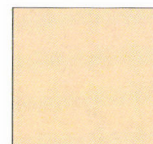
3 SHERWIN WILLIAMS
"SAND TRAP"
SW6066



4 SHERWIN WILLIAMS
"RESTRAINED GOLD"
SW6129



5 SHERWIN WILLIAMS
"RAVE RED"
SW6608



6 SHERWIN WILLIAMS
"NAPERY"
SW6386



7 SHERWIN WILLIAMS
"NOMADIC DESERT"
SW6107



8 SHERWIN WILLIAMS
"BLACK FOX"
SW7020



9 STOREFRONT
KAWNEER
"MEDIUM BRONZE"



PROPOSED EXTERIOR ELEVATION
ORCHARD PARK PLAZA
TWIN FALLS, IDAHO



THIS AGREEMENT, Made and entered into this 14th day of May, 1978, by and between LLOYD L. WATSON, of Twin Falls, Idaho, hereinafter referred to as "Seller" and THE CITY OF TWIN FALLS, IDAHO, a municipal corporation, pursuant to authorization given at an official meeting of the Twin Falls City Council held on the 1st day of May, 1978, hereinafter referred to as "Buyer"

FOR AND IN CONSIDERATION of the sum of Seven Thousand Three Hundred and Sixty-Four Dollars and Fifty-Five Cents (\$7,364.55) by Buyer to Seller paid as hereinafter provided, IT IS AGREED:

1. SALE: Seller sells and Buyer buys real property described as: Lot 12 and 13, Block 5, Huerta Vista Subdivision, Twin Falls, Idaho.

2. PURCHASE PRICE: Buyer agrees to pay Seller the total principal purchase price of Seven Thousand Three Hundred and Sixty-Four Dollars and Fifty-Five Cents (\$7,364.55) as follows:

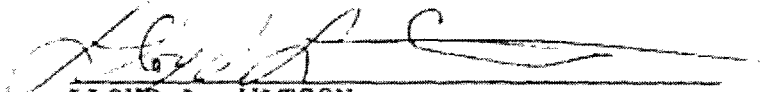
- (a) \$4,096.55 cash, lawful money of the United States of America.
- (b) \$3,298.00 by Buyer assuming the sole responsibility for, and forever relieving Seller of and holding Seller harmless from the obligation to construct curb, gutter and sidewalk along that portion of Lots 8, 9, 10 and 11 of the Huerta Vista Subdivision which adjoin Orchard Drive. It is agreed that the obligation assumed by Buyer is computed at

the rate of Eight Dollars and Fifty Cents (\$8.50) per lineal feet for each of Three Hundred and Eighty-Eight lineal feet for a total of Three Thousand Two Hundred and Ninety Eight Dollars (\$3,298.00).

3. DOCUMENTS OF TRANSFER: At the signing of this agreement, Buyer will tender to Seller the sum of \$4,096.55, and Seller will convey to Buyer a good and sufficient warranty deed to the real property above described.

4. BINDING CLAUSE: It is agreed that there are no other agreements, written or otherwise, which add to or change the terms hereof and that this agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors in interest and lawful assigns.

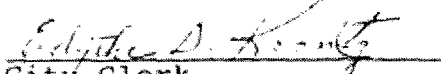
"SELLER"


LLOYD L. WATSON

"BUYER"

THE CITY OF TWIN FALLS, IDAHO,
a municipal corporation,

ATTEST:


City Clerk

BY 
Mayor

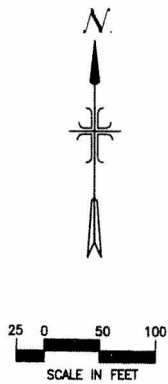
STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 17th day of May, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LLOYD L. WATSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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


Notary Public

Attachment C
page 2 of 2



LOCATED IN
NW 4 NW 4 SECTION 28,
TOWNSHIP 10 SOUTH,
RANGE 17 EAST,
BOISE MERIDIAN
TWIN FALLS COUNTY, IDAHO
2005

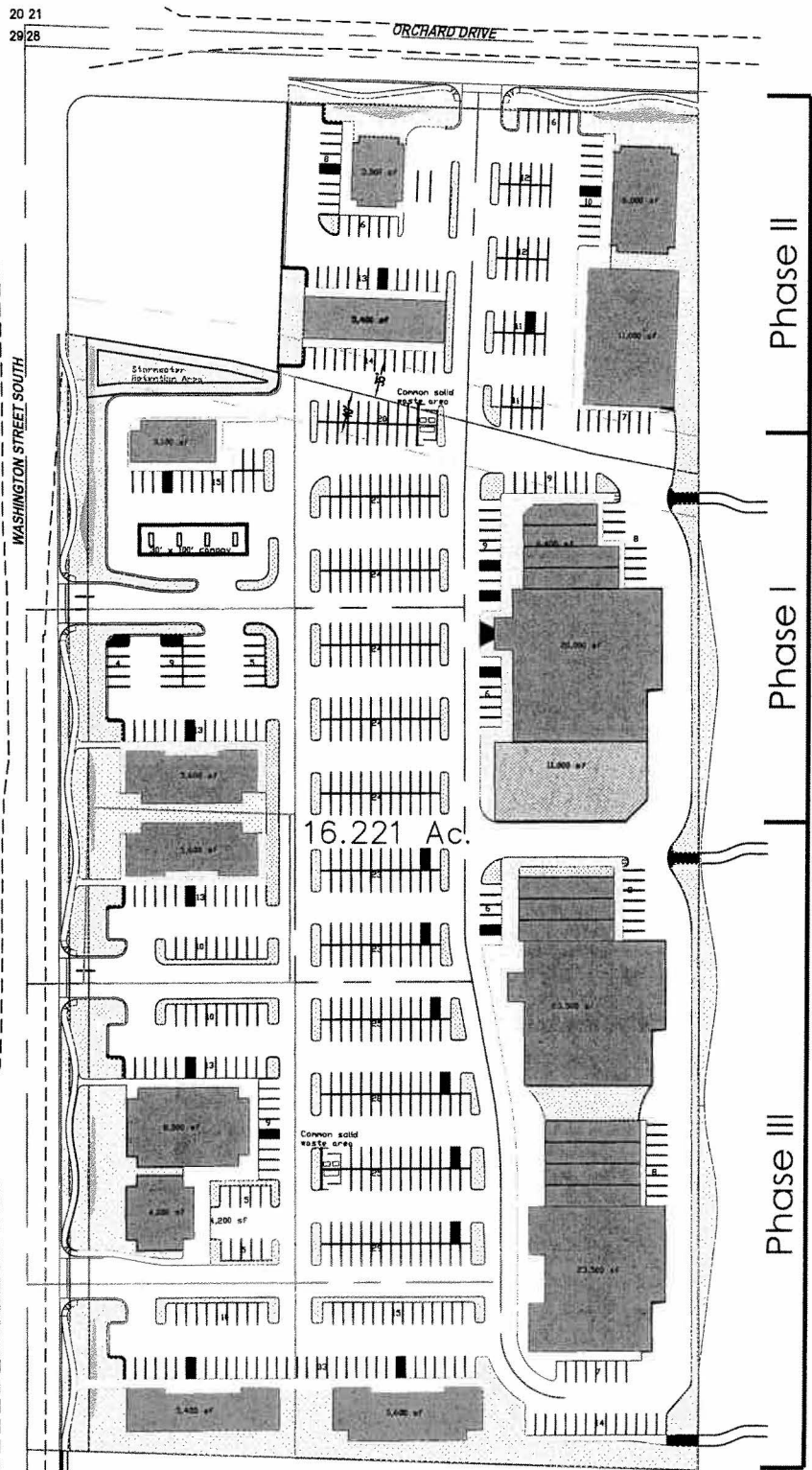
LANDSCAPING DATA

Refer to the PUD Master Development Plan and the PUD Agreement for additional information.

This Master Landscaping Plan is conceptual in nature. Actual layout of landscaped areas may be subject to change as allowed by the PUD Agreement and applicable City Code.

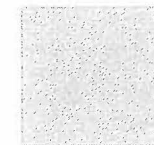
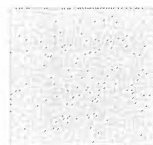
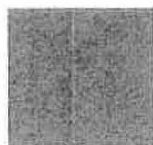
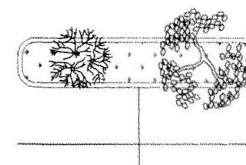
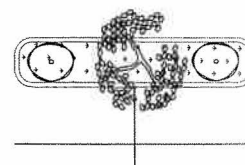
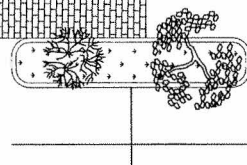
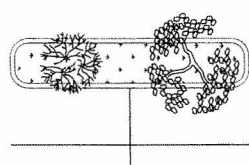
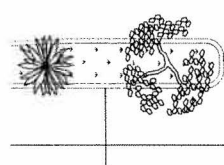
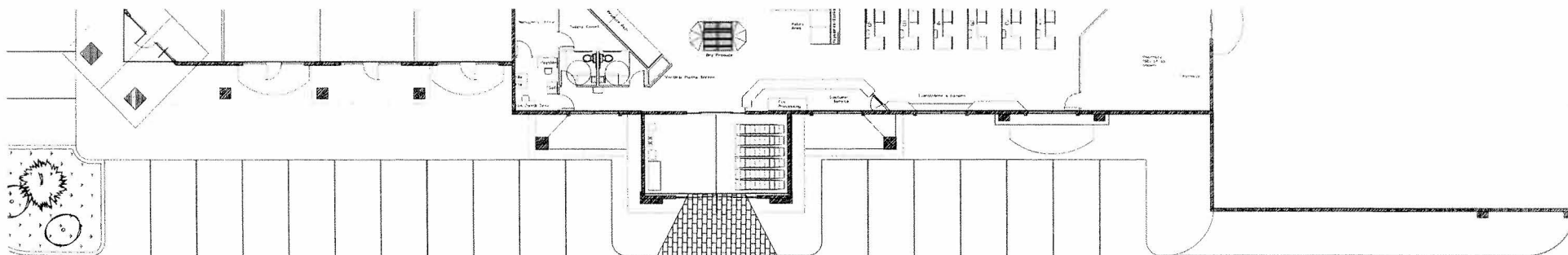
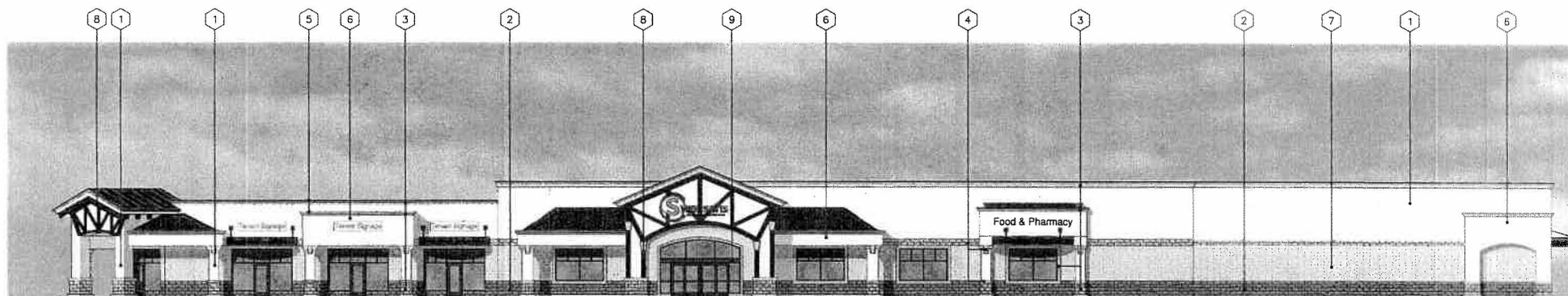
The required landscaped area per Phase shall conform to the table below:

Phase	Street Buffer landscape Area (sf)	Other Landscape Area (sf)
I	11,300	19,250
II	10,000	13,250
III	15,250	48,750
Total	36,550	81,250



Orchard Park Plaza
Master Landscaping Plan

Date: 02.06.2006
Attachment D



1 SHERWIN WILLIAMS
"BISCUIT"
SW6112

2 SHERWIN WILLIAMS
"BRAINSTORM BRONZE"
SW7033

3 SHERWIN WILLIAMS
"SAND TRAP"
SW6066

4 SHERWIN WILLIAMS
"RESTRAINED GOLD"
SW6129

5 SHERWIN WILLIAMS
"RAVE RED"
SW6608

6 SHERWIN WILLIAMS
"NAPER"
SW6386

7 SHERWIN WILLIAMS
"NOMADIC DESERT"
SW6107

8 SHERWIN WILLIAMS
"BLACK FOX"
SW7020

9 STOREFRONT
KAWNEER
"MEDIUM BRONZE"



PROPOSED EXTERIOR ELEVATION
ORCHARD PARK PLAZA
TWIN FALLS, IDAHO



Tait & Associates, Inc.
Engineering Architecture Surveying



Mfg. & Install (5) D/F Tenant Pad Monument Signs

scale: 1/2"=1'-0"

31sf

Tenant Cabinet: 3'-0" x 7'-0" D/F Tenant Cabinet Internally Illuminated w/ 800mA Flourescent Lamps

Cabinet to have White SG Plex Faces w/ 1st Surface Vinyl

Orchard Park Plaza: Upper & Lower Portion of Cabinet to Have Routed Alum. Faces w/ Backed Plex & 1st Surface Vinyl

Ea. Cabinet to be Internally Illuminated w/ 800mA Flourescent Lamps

Tenant Pad Monument Signs to match in color w/ Building & Shopping Center Signage



Image National, Inc.
An Equal Opportunity Employer

444 East County Road
Boise, Idaho 83704
817-6-7700
Tel: 208-345-4030
Fax: 208-345-9886
www.imagenational.com

• SIGNS • STOREFRONTS
• INTERIOR GRAPHICS

© 2005 Image National, Inc.

DATE 06.09.2005

PROJECT 10747

ARCHITECT D. Cobb

DESIGN BY S. Carico

Svensen Model-060905-02.cdr

COMPANY

CHECKED BY

DATE 06.28.2005

PROJECT R3 S.Carico

DATE

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

PROJECT

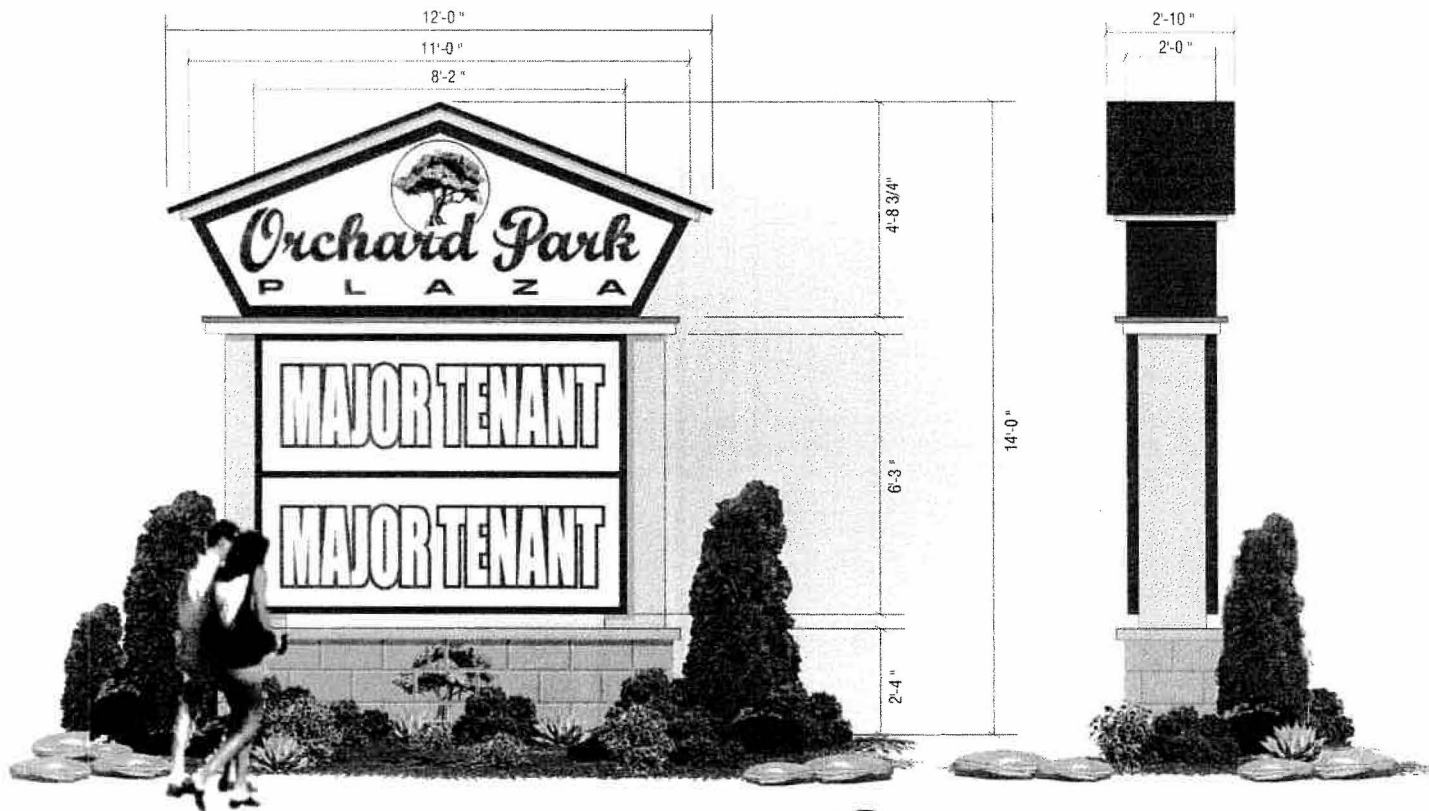
PROJECT

PROJECT

PROJECT

PROJECT

Orchard Park Plaza
Orchard Dr. &
Washington St. S.
Twin Falls, Idaho



Mfg. & Install (3) D/F Multi-Tenant Monument Display
scale: 3/8" = 1'-0"

100sf

D/F Multi-Tenant Display w/ Illuminated Shopping Center Copy
"Orchard Park Plaza"

ID Cabinet: Cabinet to have Routed Copy Face w/ Push-Thru & Backed Copy. Cabinet to be Illuminated w/ 800mA Fluorescent Lamps

TENANT Cabinet: Cabinet Illuminated w/ 800mA Fluorescent Lamps
6'-3" x 8'-2" Major Tenant Cabinets Internally Illuminated w/
800mA Fluorescent Lamps & Plex Faces w/ 1st Surface Vinyl
Pylon Structure painted to match Building Colors w/ Textured Finish



Image National, Inc.
An Electric Sign Company

444 East Liberty Road
Coeur d'Alene, ID 83217-6500
Tel: 208.345.8026
Fax: 208.336.5886
www.imagenational.com

• SIGNS • STOREFRONTS
• INTERIOR GRAPHICS

© 2005 Image National, Inc.

DATE: 06.09.2005

NO: 10747

DESIGNER: D. Cobb

DESIGNER: S. Carico

SYNOPSIS: Mkt-060505-01

DATE: 06.28.2005

DATE: 06.28.2005

DATE: 06.28.2005

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

DESIGNER: R3 S.Carico

Orchard Park Plaza
Orchard Dr. &
Washington St. S.
Twin Falls, Idaho

2 3

PW/ 651

10-4-8: C1, COMMERCIAL HIGHWAY DISTRICT:

10-4-8.1: PURPOSE:

This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof. (Ord. 2526, 5-20-1996)

10-4-8.2: USE REGULATIONS:

(A) Permitted Uses: Buildings, structures or premises shall be used and buildings and structures shall hereafter be erected, altered or enlarged only for the following uses:

1. Communications and utilities:

- a. Radio and television stations without transmission and receiving towers.
- b. Telegraph centers and telegraph stations.
- c. Telephone exchange stations.
- d. Underground and aboveground transmission lines.
- e. Utility owned buildings and structures less than twenty five (25) square feet in area and less than three feet (3') aboveground.

2. Cultural facilities:

- a. Botanical gardens and arboretums.
- b. Historic sites and monuments.
- c. Libraries, museums and art galleries.
- d. Planetariums and aquariums.

3. Governmental facilities:

- a. Fire stations and police stations.
- b. Governmental office buildings.
- c. Judicial facilities.

4. Manufacturing:

- a. Business park ZDA only.

5. Medical Facilities:

- a. Acupuncture facilities approved by the South Central district health department or other state regulatory agency.
- b. Ambulance service.
- c. Doctors' offices.
- d. Drug and alcohol treatment centers.
- e. Hospitals and clinics.
- f. Rehabilitation services.

6. Parks:

- a. Open space.
- b. Park concessions.
- c. Private parks and playgrounds without crowd attracting facilities.
- d. Public parks and playgrounds without crowd attracting facilities.
- e. Public parks and playgrounds with crowd attracting facilities.

7. Public assembly:

- a. Auditoriums.

- b. Funeral chapels.
- c. Religious facilities.
- d. Schools - private, single purpose.
- e. Schools - private, vocational and/or academic.
- f. Schools - public.
- g. Theaters - indoor.
- h. Wedding chapels and/or reception halls.

8. Residential:

- a. Accessory buildings (less than 1,000 square feet), personal swimming pools and other accessory uses.
- b. Bed and breakfast facilities.
- c. Dwellings - multiple household (5 units or more).
- d. Home occupations.
- e. Household units existing at the time this title was adopted.
- f. Household units in the same building as an allowed use and occupied by the owner or an employee of the allowed use.
- g. Household units in upper floor of commercial or professional buildings.
- h. Nursing homes and rest homes.
- i. Residence halls, residence hotels, rooming houses.

9. Retail trade:

- a. Alcoholic beverages when consumed on premises where sold and if located three hundred feet (300') or more from residential property.
- b. Apparel and accessories.
- c. Automobile parts store.
- d. Bakery.
- e. Bookstore.
- f. Commercial greenhouses.
- g. Craft shop, in conjunction with retail business.
- h. Eating places.
- i. Farm and garden supplies.
- j. Florist shop.
- k. Food, drugs, etc.
- l. General merchandise.
- m. Hardware store.
- n. Hobby and toy store.
- o. Home furnishings and equipment.
- p. Ice cream store.
- q. Import store.
- r. Laundering and dry cleaning.
- s. Laundromats.
- t. Lumber, plumbing and/or electrical supply stores.
- u. Music store.
- v. Pawnshop.
- w. Pet shop.
- x. Sporting goods store.
- y. Taxidermy studio.

- z. Temporary automobile, truck and recreational vehicle sales permitted with staff approval, provided that there shall be state approval, no parking or display of vehicles in landscaped areas, and no sight obstructions.

10.Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Building care contracting offices.
- e. Business associations.
- f. Civic, social and fraternal organizations.
- g. Construction trade offices.
- h. Consumer credit collection offices.
- i. Copy center - self-service.
- j. Daycare services.
- k. Dog grooming and/or kennels.
- l. Duplicating and stenographic offices.
- m. Employment agency.
- n. Finance and investment offices.
- o. Horticultural services.
- p. In home daycare services.
- q. Insurance and related business.
- r. Labor unions and organizations.
- s. Photography studios.
- t. Professional organizations.
- u. Professional services.
- v. Real estate and related business.
- w. Tourist information center.
- x. Welfare and charitable facilities.

11.Sports facilities:

- a. Athletic areas.
- b. Miniature golf courses.
- c. Outdoor, public and commercial ice and roller skating facilities.
- d. Outdoor, public and commercial swimming pools.
- e. Outdoor, public and commercial tennis courts.

12. Transportation:

- a. Bus facilities, including pick up shelters.
- b. Open parking lot or garage for automobiles.
- c. Taxicab office.
- d. Ticket and arrangement facilities.

Notwithstanding the foregoing list of permitted uses, any such proposed use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit. (Ord. 2786, 6-1-2004; amd. Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2958, 12-22-2008; Ord. 2999, 1-24-2011; Ord. 3082, 12-8-2014)

(B) Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the comprehensive plan and that is not permitted outright because it may conflict with other uses in the district unless special provisions are taken. Special use permits may be granted for the following uses:

1. Communications and utilities:

- a. Radio and television stations with wireless communications facilities.
- b. Utility owned buildings and structures more than twenty five (25) square feet in area or more than three feet (3') above ground.

2. Cultural facilities:

- a. Cemeteries.
- b. Zoos.

3. Government facilities:

- a. Jails, detention centers, work release centers.
- b. Water treatment plants.
- c. Government open storage yard.

4. Manufacturing:

- a. Handcrafted furniture.

5. Medical facilities:

- a. Animal hospital - large animals.
- b. Animal hospital - small animals.
- c. Prosthetics - sales, service and/or construction.

6. Miscellaneous:

- a. Any facility with drive-through service.

7. Parks:

- a. Amusement parks.

8. Public assembly:

- a. Exhibition halls.
- b. Fairgrounds.
- c. Sports arena.
- d. Theaters - outdoor.

9. Residential:

- a. Detached accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings.
- b. Motels and transient hotels.
- c. RV and camping parks.
- d. Shelter homes.

10. Retail trade:

- a. Alcoholic beverages when consumed on the premises where sold if located less than three hundred feet (300') from residential property.
- b. Automobile and recreational vehicle rental/storage yard.
- c. Automobile and truck sales and/or rentals.
- d. Car wash facilities.
- e. Equipment rental.
- f. Fuel sales (bulk).
- g. Gasoline service stations.
- h. Large implement and heavy equipment sales and/or rentals.

- i. Manufactured/mobile home sales and/or rentals.
- j. Permitted retail/trade uses operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- k. Sporting vehicles and motorcycles - sales and/or rentals.
- l. Storage unit rentals.
- m. Tire shops.

11.Services:

- a. Appliance repair.
- b. Auctions and/or public sales.
- c. Automobile and truck service and/or repair.
- d. Furniture repair/upholstery.
- e. Publishing and printing business.
- f. Sporting vehicles and motorcycles - service and repair.
- g. Tattoo parlors or dermagraphic studios approved by the South Central district health department or other state regulatory agency.
- h. Testing laboratories.

12.Sports facilities:

- a. Go-cart tracks.
- b. Golf courses and country clubs.
- c. Golf driving ranges.
- d. Indoor recreation facility.

13.Transportation:

- a. Freight transfer points.
- b. Open parking lot or garage for trucks and buses.
- c. Packing and crating.
- d. Trucking facilities.

14.Wholesale:

- a. Wholesale distribution and warehousing, but excluding H-1 facilities. (Ord. 2620, 8-2-1999; amd. Ord. 2741, 11-4-2002; Ord. 2773, 12-15-2003; Ord. 2798, 8-2-2004; Ord. 2850, 2-21-2006; Ord. 2999, 1-24-2011; Ord. 3088, 2-2-2015)

(C) Prohibited Uses: Uses not specified above are prohibited unless administrative determination in accordance with subsection [10-17-1\(F\)](#) of this title is made that the use is similar enough to a use listed above that distinction between them is of little consequence. (Ord. 2526, 5-20-1996)

10-4-8.3: PROPERTY DEVELOPMENT STANDARDS:

The following property development standards shall apply to all land and buildings in the C1 district:

(A) Lot Area:

- 1. Commercial Uses: The lot area shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping.
- 2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall provide the minimum lot area of the R6 district.

(B) Lot Occupancy:

1. Commercial Uses: No requirement.
2. Residential Uses: Residential uses less than five (5) units not attached to a commercial use shall conform to the lot occupancy requirements of the R6 district. (Ord. 2526, 5-20-1996)

(C) Building Height: No building shall exceed fifty feet (50') in height except as provided by section [10-7-3](#) of this title.

(D) Yards:

Front yards shall conform to the following standards, or section [10-7-6](#) of this title, whichever is greater:

1. Commercial Uses And Residential Uses With Five Or More Units Per Building:

a. Front Yards: A setback of thirty five feet (35') shall be maintained on major arterials and fifteen feet (15') on all other streets. In developed areas which have building lines already established, this requirement may be reviewed and adjusted by the commission, subject to the following exceptions:

- i) A gasoline service station pump island, including cashier's booth, and canopy setback may be less than the required thirty five feet (35') property line setback on arterial streets, providing the property line setback is not less than thirty feet (30') for a pump island nor less than twenty feet (20') for the outer edge of a canopy. Gasoline service station pump islands, including cashier's booths, and canopies, shall not be used to adjust setbacks in developed areas which have building lines already established.
- ii) Outdoor or patio seating, including associated canopies or coverings, at a food service establishment providing the outdoor seating area including any canopies or coverings does not exceed a property line setback of twenty feet (20') or the minimum required arterial landscaping is provided, whichever is greater. Any outdoor or patio seating area proposed within a required setback must be approved by the planning and zoning commission.

b. Side And Rear Yards: No property line setbacks are required on side yard or rear yards when adjacent to existing commercial uses, existing residential uses with five (5) or more units per building, vacant property that is zoned for nonresidential development, or vacant property that is designated on the future land use plan for nonresidential development. A property line setback of twenty five feet (25') shall be maintained on the side yard and rear yard for buildings adjacent to existing residential uses with four (4) or fewer units per building, vacant property that is zoned for residential development or vacant property that is designated on the future land use plan for residential development.

2. Residential Uses: Residential uses less than five (5) units and not attached to a commercial use shall conform to the yard standards of the R6 district. (Ord. 3077, 8-11-2014)

(E) Access: All lots shall have vehicular access on a dedicated improved public street with a fifty foot (50') minimum right of way unless a secondary means of permanent vehicular access has been approved on a subdivision plat.

(F) Landscaping:

1. Commercial uses shall provide landscaping equal to ten percent (10%) of the total required parking area or three percent (3%) of the total land area, whichever is greater.
2. Household buildings over five (5) units shall provide landscaping equal to ten percent (10%) of the lot area.

(G) Off Street Parking:

1. Each commercial use shall comply with the provisions of [chapter 10](#) of this title.
2. Residential uses under five (5) units per building shall provide two (2) off street parking spaces for each residential unit.
3. Residential units in commercial buildings shall provide one off street parking space for each dwelling unit in the building.

(H) Signs: See [chapter 9](#) of this title. (Ord. 2526, 5-20-1996)

(I) Walls, Fences, Hedges, Trees, Shrubs And Landscaping Structures: Walls, fences, hedges, trees, shrubs and landscaping structures shall be permitted on the property line or within the required side or rear yard and shall be permitted in the front yard with the following restriction: No wall, fence, hedge, trees, shrubs or landscaping structures shall be placed within public rights of way without first obtaining written approval from the city. Notwithstanding the foregoing, all walls, fences, hedges, trees, shrubs and landscaping structures shall comply with the provisions of section [9-9-16](#) of this code. (Ord. 2550, 6-2-1997)



Twin Falls Planning & Zoning Commission Minutes

Tuesday, September 24, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

1) Confirmation of Quorum/Call Meeting to Order

Vice-Chair Campbell called the meeting to order at 06:00 PM

Members Attending: Campbell, Rambur, Herrgesell, Zimmerman

Staff Attending: Spendlove, Klaver, Strickland, Ebersole, Green, O'Leary

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Approval of minutes from the following meeting: September 10, 2024.

Commissioner Zimmerman made a motion to approve the consent calendar, as presented.

Commissioner Herrgesell seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

This piece of land is in the "unity subdivision" which occurred in December 1938. County records show the north 1/2 of Lot 4 being split from the south 1/2 of Lot 4 in 2001.

Staff has researched the history of the zoning and found no records of rezoning. It is believed

the R-4 zoning district has been in place since 1981, ordinance 2012.

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a preliminary plat submitted prior to final plat showing compliance with all conditions and comments in Engineering Memorandum dated August 5, 2024.

PZ/Questions & Comments:

- Vice-Chair Campbell asked what conditions the city is recommending.
- Senior Planner Klaver read the conditions staff recommended.
- Commissioner Rambur asked about access and if there were any concerns.
- Senior Planner Klaver stated Engineering doesn't have a concern and there will be a crosswalk agreement.
- Commissioner Rambur asked if there would be access to the south.
- Senior Planner Klaver replied that it would.

Applicant Presentation:

Rex Harding clarified the question about the access. He stated that additional fire lines will be put in.

PZ/Questions & Comments:

- Commissioner Rambur asked about the current easement and will it continue to go through.
- Rex Harding stated it won't go further than the 3rd lot.
- Commissioner Rambur asked if there will there be a circle for fire truck access.
- Rex Harding stated there will be a turnaround for the fire department on lots 2 and 3 and will have access to the 4th lot.

Discussions Followed:

- Commissioner Rambur feels this is similar to the surrounding buildings and is a good fit.
- Commissioner Herrgesell feels it meets the criteria.

MOTION: Commissioner Herrgesell moved to approve the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at

612 Jackson St. c/o Jeremy Orton. (PZ24-0086). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

5) Public Hearings

- a) Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Staff Presentation:

City Planner Strickland presented the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

The Orchard Park PUD agreement was approved in 2006 with a five (5) year maximum time limit for final development. The Orchard Park Plaza Subdivision No. 1 was later approved and the final construction of the eastern portion of the Master Plan was completed. Swenson's Market was given occupancy in 2007. This Orchard Park Plaza Subdivision No. 1 contained phase 1 and 2 of the development with phase 3 to follow in 2022 when the City of Twin Falls platted the Washington Fire Station Subdivision and constructed Fire Station No. 3. There are still a few undeveloped lots remaining within the PUD, the subject property being one of them. Upon review of the Orchard Park PUD for development and design standards, staff made the applicant aware of the modified restrictions within the agreement for development of the site. The applicant has been working to meet the design and development requirements within the PUD, but there has been difficulty designing the site to allow for the building, parking, and landscaping requirements per the PUD Agreement. Staff has provided a land use and development standards chart comparing the Orchard Park PUD variations from the C-1 zoning district. The areas that vary from C-1 are land uses, property line setbacks, off-street parking, signs, building height and building design standards.

The land uses identified within the PUD for the western portion of the Master Plan was limited to Neighborhood Commercial land uses with a limited list of additional uses allowed with a special use permit. The PUD would allow for an automobile parts store with an approved special use permit, a land use outright permitted within the C-1 zoning district.

A request to rezone this property to C-1 would remove this lot from the PUD agreement and

allow development to move forward using the C-1 zoning district standards. For example, the design of the lot would allow for no property line setbacks along the side and rear of the property, making for a larger area to build. Parking standards would change from 4.5 per 1000 sq. ft. of floor area to 4 per 1000 sq. ft of floor area. Freestanding signs within the PUD is limited to a 50 sq. ft. monument sign for lots within the western portion of the Master Plan. A rezone to C-1 would allow the applicant to follow current city code requirements for signage. The PUD calls for a gable or hip roof with a 3 1/2 pitch and twelve inch eaves, with a residential style not typically used for a commercial building design. While the staff is aware that the PUD offers the development some control over the design of the property at the time of approval, there was limited development within this area of town. A PUD was a planning document that provided a master development plan with a conceptual design in an attempt to protect the goals of the comprehensive plan.

Currently, the Comprehensive Plan has two designations for this property, Neighborhood Commercial and Mixed Use. The Neighborhood Commercial is characterized by providing support services and small-scale commercial uses that complement the neighborhood. The Mixed Use is characterized as an area that serves local and regional commercial uses and consists of retail, offices, restaurants and entertainment. The C-1 zoning district proposed for this property would be found within both the Mixed Use and Neighborhood Commercial designation. While removing the property from the PUD would remove some design restrictions, it would not alter its compatibility with the comprehensive plan.

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

PZ/Questions & Comments:

- Commissioner Rambur asked for clarifications for the request.
- Planner Strickland explained that the PUD is too restrictive for what the applicant wants to do.
- Commissioner Rambur asked about landscaping and are there requirements.
- Planner Strickland stated the front will stay but the zone does require some additional.
- Vice-Chair Campbell asked if this will affect the others who have built in the PUD.
- Planner Strickland replied it will only affect the lot in the application.
- Commissioner Herrgesell asked if there were any modification to Swensons market.
- Planner Strickland stated they are the ones that set up the PUD.

Applicant Presentation:

Caleb LaClair from J-U-B Engineers explained that they tried to work in the PUD requirements but the setback on the south side is keeping them from that. He explained the roof requirements wouldn't work for them either.

PZ/Questions & Comments:

- Vice-Chair Campbell asked if they have talked with Swensons about being different.
- Caleb LaClair replied they (Swensons) have been supportive the whole time.

Public Hearing: Opened and closed with no public input

Discussions Followed:

- Commissioner Rambur feels using the setback isn't an issue.
- Commissioner Herrgesell feels it would be a nice addition to the neighborhood.
- Commissioner Zimmerman feels if Swansons is in support it's a good fit.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084). Commissioner Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- b) Request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Staff Presentation:

City Planner Ebersole presented the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Per City Code 10-15-2 (A): The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

The property is currently vacant and located in the Unincorporated area of the City of Twin Falls.

Twin Falls County records show this land has always been used for agriculture purposes. This area is primarily residential in nature, in the southeast portion of Twin Falls.

There are multiple residential developments under different phases of construction in the area. R-4, Medium Density Residential, is the primary zone in the area, mixed with R-2 and R-1 Variable.

This property is located off Harrison St S and South Hills Road (3600 E) to the south, both collectors. South Hills Middle School is located to the west.

A zoning designation of R-4 on this property is an appropriate zoning designation as it is consistent with the current area and the addition of residential or school development would not adversely impact the area. Both Harrison Street South and South Hills Road are not at full traffic capacity and can handle an increase in traffic due to the annexation of this property. The Commission is tasked to make a recommendation to the City Council by reviewing the comprehensive plan and the requested zoning designations compatibility with the future land use map designation.

The Comprehensive Plan has designated this area as Town Neighborhood. The land uses typically found in the designation are: Residential, Schools, Parks and Recreation facilities, and

Civic Facilities.

The Town Neighborhood designation calls for lot sizes smaller than found in Rural Residential.

The Commission will make a recommendation to City Council to approve the requested zoning designation, as presented, recommend denial of the requested zoning designation, recommend a different zoning designation or table the request for additional information.

PZ/Questions & Comments:

- Commissioner Rambur asked if they have a layout for future use.
- Planner Ebersole stated this is just for the appropriate annexation zone.

Applicant Presentation:

Katrina Kulm presented for the applicant. The client is a school and they are proceeding through the necessary steps and feel the R-4 zone is an appropriate zone.

Public Hearing: Opened

- Richard Dean had questions about his personal usage from the water runoff from this property. He asked if there would be a fence installed, he has traffic concerns in the evening and people parking for activities. He wants to know if the city has a plan to fix these situations.

Public Hearing: Closed

- Katrina Kulm stated she doesn't have any answers tonight. They will get to all that as they progress.
- Director Spendlove commented about the water issue. The street will become city jurisdiction if annexed and the city would handle those issues.

Discussions Followed:

- Commissioner Herrgesell asked to look at the map again and asked what the current zone is.
- Planner Ebersole explained it doesn't have a zone being in the area of impact but the property is R-4 in nature.
- Commissioner Rambur feels the issues will be discussed at a later date and the recommended zone is good.
- Vice-Chair Campbell feels this is a good fit for the area.
- Commissioner Zimmerman feels R-4 is a good fit for this property.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., with staff recommendations, c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087) . Commissioner Herrgesell seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

6) Upcoming Meeting(s)

- a) October 2, 2024 - Work Session – Will be cancelled this month.
October 8, 2024

7) Adjournment

The meeting adjourned at 06:48 PM

Jody Green

Jody Green, Planning Technician



Date: Monday, October 28, 2024
To: Honorable Mayor and City Council
From: Kelli Ebersole, City Planner, City Planner

ACTION ITEM

Request:

Request for an annexation and zoning district of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Time Estimate:

Approximately 5-10 minutes with questions/comments to follow.

Background:

The applicant is proposing to annex the property into city limits with an R-4 zoning designation. Currently, the property is vacant and used for Agriculture.

On September 24, 2024 the Planning and Zoning Commisison approved this item 4-0.

Approval Process:

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Budget Impact:

N/A

Regulatory Impact:

Annexation of this property will affect the regulations by which this property is enforced. Currently, Twin Falls County has adopted the city's Title 10 regulatory zoning policies to the property as it is in the Unincorporated area of Twin Falls.

If annexed, the property will fall under all regulatory policies of the City of Twin Falls.

History:

The property is currently vacant and located in the Unincorporated area of the City of Twin Falls.

Twin Falls County records show this land has always been used for agriculture purposes.

Analysis:

This area is primarily residential in nature, in the southeast portion of Twin Falls.

There are multiple residential developments under different phases of construction in the area. R-4, Medium Density Residential, is the primary zone in the area, mixed with R-2 and R-1 Variable.

This property is located off Harrison St S and South Hills Road (3600 E) to the south, both collectors. South Hills Middle School is located to the west.

A zoning designation of R-4 on this property is an appropriate zoning designation as it is consistent with the current area and the addition of residential or school development would not adversely impact the area. Both Harrison Street South and South Hills Road are not at full traffic capacity and can handle an increase in traffic due to the annexation of this property.

Conclusion:

The Council is tasked with making a decision on annexing the property into the City and what the appropriate zoning designation will be, should the property be annexed. The Council should make their determination by reviewing the comprehensive plan and the requested zoning designations compatibility with the future land use map designation.

The Comprehensive Plan has designated this area as Town Neighborhood. The land uses typically found in the designation are: Residential, Schools, Parks and Recreation facilities, and Civic Facilities.

The Town Neighborhood designation calls for lot sizes smaller than found in Rural Residential.

The City Council may approve the annexation and requested zoning designation, as presented, approve annexation with a different zoning designation, deny annexation, or recommend a different zoning designation or table the request for additional information.

Should the Council approve the annexation, Staff recommend the following conditions of approval:

1. Rebuild the eastern half of Harrison Street South, to collector standards, along roadway fronting the property.
2. Right-of-way along Harrison Street South dedicated. The width being determined by the City Engineer.

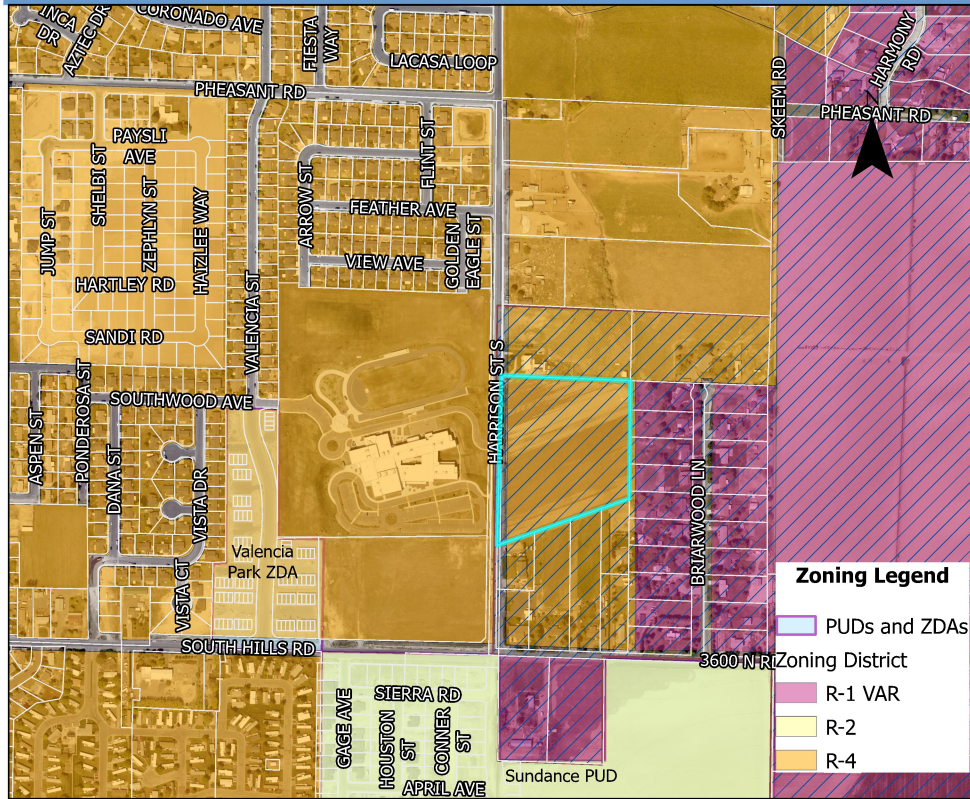
Attachments:

1. PZ24-0087 Vicinity Map
2. PZ24-0087 Presentation Map
3. PZ24-0087 Applicant Narrative
4. PZ24-0087 Applicant Zoning Map
5. 1 - PZ24-0087 Public Comment H Waters 9-24-24
6. 092424 Minutes

VICINITY MAP



ZONING MAP



Zoning

Current Zoning: N/A
Twin Falls County Jurisdiction

Current Land Use: Vacant

Proposed Zoning: R-4

Proposed Land Use: N/A

Surrounding Area

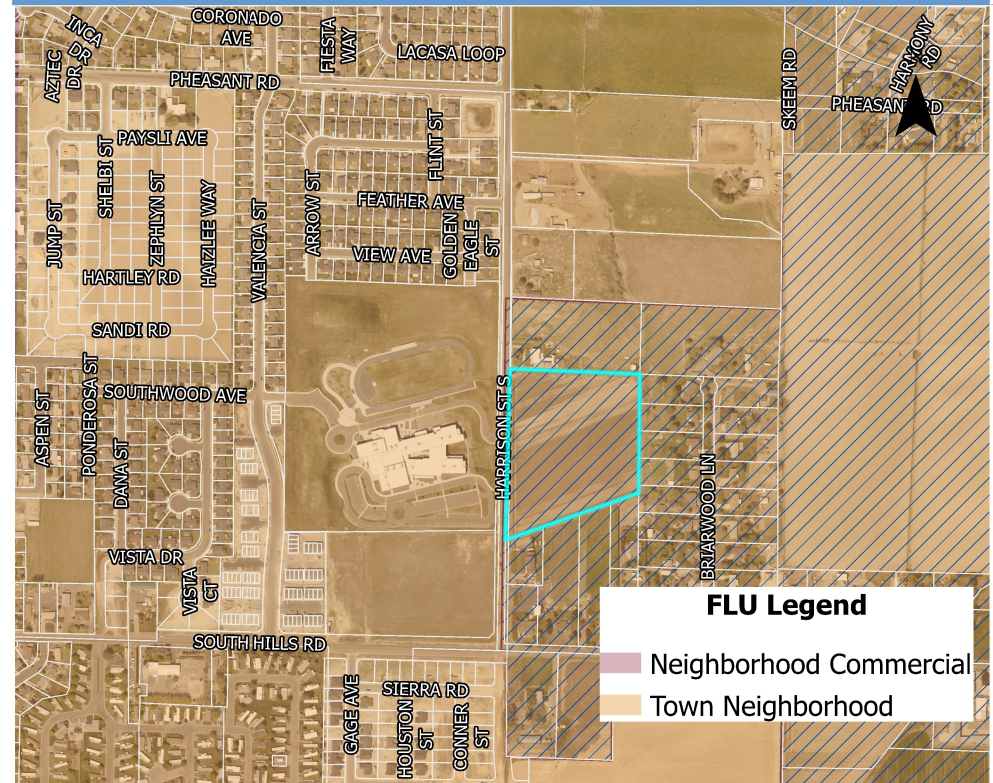
North: Residential/Agricultural

South: Residential

East: Harrison St S/Public School

West: Residential

FUTURE LAND USE MAP



Regulations

10-3, 10-15, 10-4-5

FLU Category

Town Neighborhood:
Primarily residential in character

- Lot sizes are smaller than found in Rural Residential
- Contiguous, and clustered development to maximize open space and community gathering areas
- Single-family attached and detached
- Duplexes, triplexes, and townhomes
- Parks and recreation facilities
- Schools
- Civic facilities

August 12, 2024

City of Twin Falls
Planning and Zoning
203 Main Avenue East
Twin Falls, ID 83301

Project: Elevate Academy Twin Falls
Re: Annexation Application

Dear Planning Staff,

erstad is pleased to submit to the City of Twin Falls the attached annexation application for your consideration. The property is located on a 9.9 acre site adjacent to the existing South Hills Middle School. We are requesting the subject property be annexed into the City with a zoning designation of R-4 which aligns with adjacent development.

The proposed annexation and zoning change appear to be well-aligned with the objectives of the Comprehensive Plan, which emphasizes the development of Town Neighborhoods that are primarily residential in character. The plan advocates for smaller lot sizes compared to Rural Residential areas, promoting contiguous and clustered development to maximize open space and community gathering areas. This approach supports a mix of housing types, including single-family attached and detached homes, duplexes, triplexes, and townhomes, as well as the inclusion of parks, recreation facilities, schools, and civic facilities.

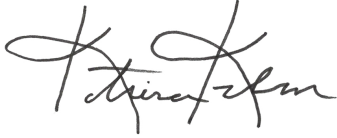
The compatibility with the surrounding area, which is largely residential and agricultural, suggests that the proposed development would integrate smoothly with the existing community fabric. The intention to align the use and development of the property with the uses permitted by the requested zone, including those requiring special use permits, indicates a commitment to adhere to the guidelines and vision set forth by the Comprehensive Plan.

In summary, the proposed annexation and zoning change seem to support the Comprehensive Plan's goals of creating cohesive, residentially focused neighborhoods with a variety of housing options and essential community amenities, while also respecting the character of the surrounding area and its current uses. This approach should foster a balanced and sustainable community development

We look forward to working with the city as this project moves through the development process. Please reach out if you have any questions, email and phone number in application materials.

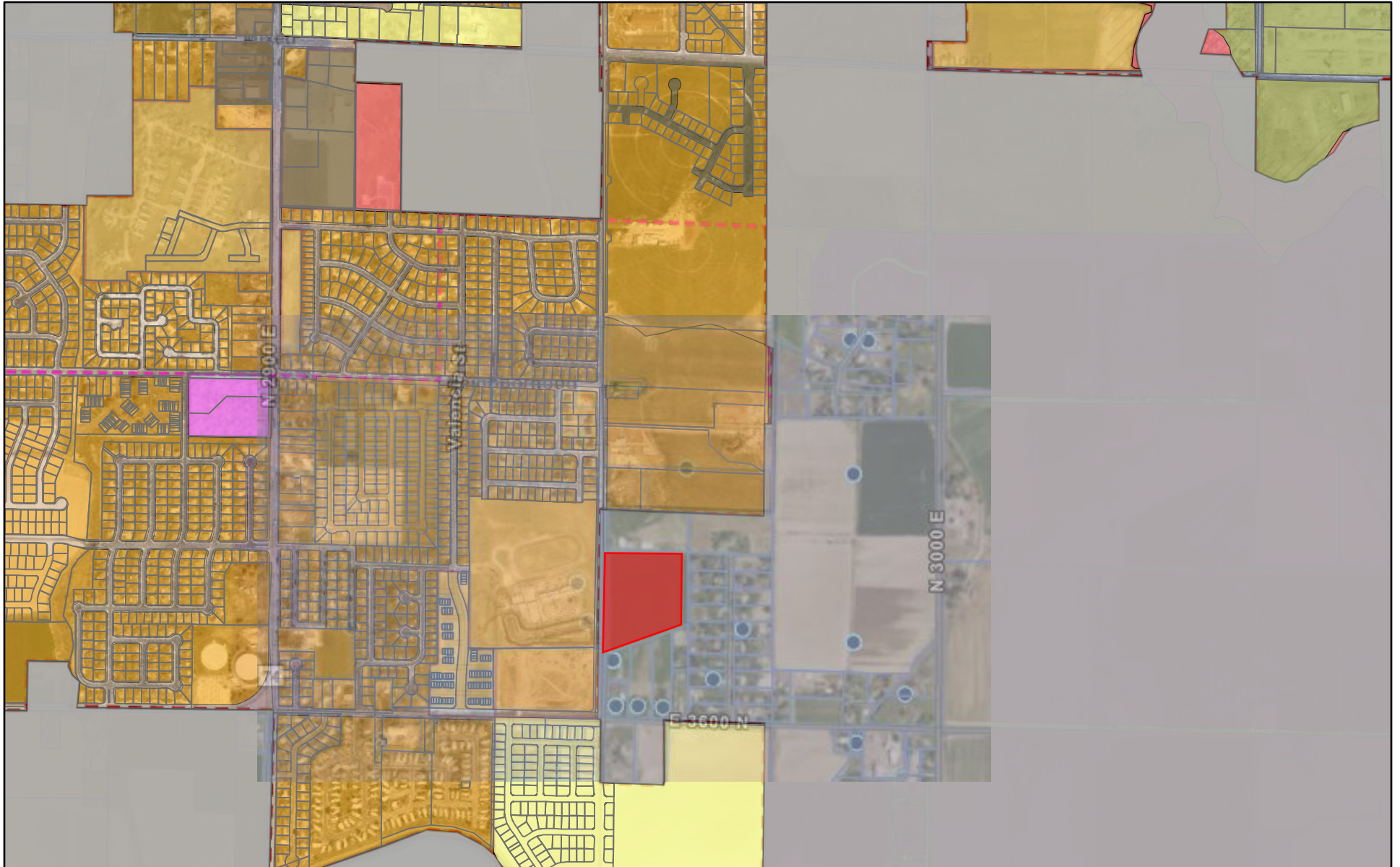
Sincerely,

erstad

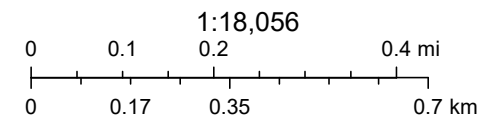
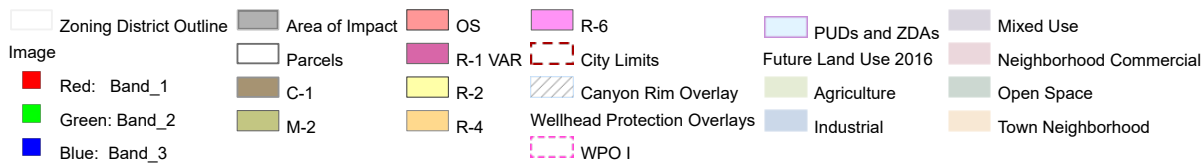
A handwritten signature in black ink, appearing to read "Katrina Kulm". The signature is fluid and cursive, with the first name "Katrina" and last name "Kulm" clearly distinguishable. Below the signature is a horizontal line.

Katrina Kulm, Architect

ArcGIS Web Map



8/12/2024, 7:09:37 PM



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

ArcGIS Web AppBuilder

Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri | City of Twin Falls |

Harold and Merilee Waters
1643 Harrison St. South
Twin Falls, Idaho 83301
Sept. 23rd 2024

RECEIVED

SEP 23 2024

CITY OF TWIN FALLS
PLANNING & ZONING

Twin Falls Planning and Zoning Committee
Twin Falls, Idaho

Please read openly to the hearing participants September 24th. My name is Harold Waters. My wife and I live at 1643 Harrison St. South. This is right next to the property of the proposed school site. I believe that field is zoned agricultural, and I would like to see that remain.

We have been living in a dust bowl with weeds and construction debris blowing in for many years, since the groundbreaking of the South Hills Middle School. Every time the wind blows the dust covers everything in our yard. It sifts through the window screens so that we can't see out of our windows. The construction crew doesn't control the weeds, and they blow around the house, under our porch and pack in around all my tractors, vehicles, and trailers. Whenever I go to get firewood or mow the lawn or pick tomatoes, I must clean the Kochia weed out and burn the construction debris first.

The summer after South Hills Middle School was finished but before the school opened for classes, I was in my garden and a white pick-up truck with a yellow stripe down the side parked just off my property. I knew it was a Dept. of Transportation vehicle. The driver got out and began placing air hoses and a traffic counter on the road (Harrison St. S). I walked over and asked him what was going on. He told me that the traffic count was supposed to be done before the construction on that street before the construction on the school was started, but it was never done. I can't remember if he said the school was supposed to do it or the city or the county, but that he was doing it because "they" didn't do it. Well, now the traffic is so bad that at the beginning of school and end of school, we can't get out of our driveway.

Now there are 40 homes going to be built on the 7 acres that the school sold, that is directly west of my property. The only egress that I see to use those 40 homes is directly across from my driveway. Now you are proposing a school be built directly across from the South Hills Middle School. Has there been car parking proposed for that new school so that parents won't be parking on the shoulders of the street to drop off and pick up students. When there are sporting events that the cars are parked along the road and in front of houses all along Harrison St. And 3600 North County Road. It would have been proper to have the 7 acres that the school district sold be paved for parking and this parking on the road would not have been needed. 3600 North County Road has been used as a truck lane for truck traffic for my whole life, and the children are walking on 3600 to get to school. There should be a sidewalk for them to walk on.

Brad Wills has raised Twin Falls County Property Taxes so high that the city and county didn't even need to put a new Jail or 2 new Fire Stations on a construction bond on the election to build. I know that the city and county has enough money to put in a sidewalk for the safety of our children. I know that you have already decided to build the new school, but please take this into consideration before the ground is broken. Child safety.... Traffic...Parking...Weed and Dust control.

Sincerely,

Harold and Merilee Waters



Twin Falls Planning & Zoning Commission Minutes

Tuesday, September 24, 2024, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Chairperson Danielle Titus; Vice-Chair Cortney Campbell; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Tiffany Zimmerman

Area of Impact: Susan Petruzzelli

1) Confirmation of Quorum/Call Meeting to Order

Vice-Chair Campbell called the meeting to order at 06:00 PM

Members Attending: Campbell, Rambur, Herrgesell, Zimmerman

Staff Attending: Spendlove, Klaver, Strickland, Ebersole, Green, O'Leary

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Approval of minutes from the following meeting: September 10, 2024.

Commissioner Zimmerman made a motion to approve the consent calendar, as presented.

Commissioner Herrgesell seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at 612 Jackson St. c/o Jeremy Orton. (PZ24-0086)

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
2. The availability of public services to accommodate the proposed development.
3. The continuity of the proposed development with the capital improvement program.
4. The public financial capability of supporting services for the proposed development; and
5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

This piece of land is in the "unity subdivision" which occurred in December 1938. County records show the north 1/2 of Lot 4 being split from the south 1/2 of Lot 4 in 2001.

Staff has researched the history of the zoning and found no records of rezoning. It is believed

the R-4 zoning district has been in place since 1981, ordinance 2012.

Staff has reviewed the preliminary plat based on the proposed development plan, the zoning regulations and comprehensive plan and finds that the preliminary plat is within compliance should the applicant conform to Staff's recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-4 zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

Should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a preliminary plat submitted prior to final plat showing compliance with all conditions and comments in Engineering Memorandum dated August 5, 2024.

PZ/Questions & Comments:

- Vice-Chair Campbell asked what conditions the city is recommending.
- Senior Planner Klaver read the conditions staff recommended.
- Commissioner Rambur asked about access and if there were any concerns.
- Senior Planner Klaver stated Engineering doesn't have a concern and there will be a crosswalk agreement.
- Commissioner Rambur asked if there would be access to the south.
- Senior Planner Klaver replied that it would.

Applicant Presentation:

Rex Harding clarified the question about the access. He stated that additional fire lines will be put in.

PZ/Questions & Comments:

- Commissioner Rambur asked about the current easement and will it continue to go through.
- Rex Harding stated it won't go further than the 3rd lot.
- Commissioner Rambur asked if there will there be a circle for fire truck access.
- Rex Harding stated there will be a turnaround for the fire department on lots 2 and 3 and will have access to the 4th lot.

Discussions Followed:

- Commissioner Rambur feels this is similar to the surrounding buildings and is a good fit.
- Commissioner Herrgesell feels it meets the criteria.

MOTION: Commissioner Herrgesell moved to approve the request for the consideration of the Preliminary Plat for Jack's 612 Subdivision consisting of 4 lots on 0.475 (+/-) acres located at

612 Jackson St. c/o Jeremy Orton. (PZ24-0086). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

5) Public Hearings

- a) Request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Staff Presentation:

City Planner Strickland presented the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084)

Zoning districts, zoning subdistricts and overlay districts shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and (Ord. 2012, 7-6-1981)
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Zoning Map Amendment: The commission, prior to recommending a zoning map amendment that is in accordance with a comprehensive plan to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title.

The Orchard Park PUD agreement was approved in 2006 with a five (5) year maximum time limit for final development. The Orchard Park Plaza Subdivision No. 1 was later approved and the final construction of the eastern portion of the Master Plan was completed. Swenson's Market was given occupancy in 2007. This Orchard Park Plaza Subdivision No. 1 contained phase 1 and 2 of the development with phase 3 to follow in 2022 when the City of Twin Falls platted the Washington Fire Station Subdivision and constructed Fire Station No. 3. There are still a few undeveloped lots remaining within the PUD, the subject property being one of them. Upon review of the Orchard Park PUD for development and design standards, staff made the applicant aware of the modified restrictions within the agreement for development of the site. The applicant has been working to meet the design and development requirements within the PUD, but there has been difficulty designing the site to allow for the building, parking, and landscaping requirements per the PUD Agreement. Staff has provided a land use and development standards chart comparing the Orchard Park PUD variations from the C-1 zoning district. The areas that vary from C-1 are land uses, property line setbacks, off-street parking, signs, building height and building design standards.

The land uses identified within the PUD for the western portion of the Master Plan was limited to Neighborhood Commercial land uses with a limited list of additional uses allowed with a special use permit. The PUD would allow for an automobile parts store with an approved special use permit, a land use outright permitted within the C-1 zoning district.

A request to rezone this property to C-1 would remove this lot from the PUD agreement and

allow development to move forward using the C-1 zoning district standards. For example, the design of the lot would allow for no property line setbacks along the side and rear of the property, making for a larger area to build. Parking standards would change from 4.5 per 1000 sq. ft. of floor area to 4 per 1000 sq. ft. of floor area. Freestanding signs within the PUD is limited to a 50 sq. ft. monument sign for lots within the western portion of the Master Plan. A rezone to C-1 would allow the applicant to follow current city code requirements for signage. The PUD calls for a gable or hip roof with a 3 1/2 pitch and twelve inch eaves, with a residential style not typically used for a commercial building design. While the staff is aware that the PUD offers the development some control over the design of the property at the time of approval, there was limited development within this area of town. A PUD was a planning document that provided a master development plan with a conceptual design in an attempt to protect the goals of the comprehensive plan.

Currently, the Comprehensive Plan has two designations for this property, Neighborhood Commercial and Mixed Use. The Neighborhood Commercial is characterized by providing support services and small-scale commercial uses that complement the neighborhood. The Mixed Use is characterized as an area that serves local and regional commercial uses and consists of retail, offices, restaurants and entertainment. The C-1 zoning district proposed for this property would be found within both the Mixed Use and Neighborhood Commercial designation. While removing the property from the PUD would remove some design restrictions, it would not alter its compatibility with the comprehensive plan.

Upon conclusion, the commission is tasked with making a recommendation to the City Council on the zoning designation being requested by the applicant. The commission may recommend the proposed zone change from C-1 PUD to C-1, recommend the C-1 PUD zoning be maintained, recommend an alternative zoning designation, or table the request to acquire new information.

PZ/Questions & Comments:

- Commissioner Rambur asked for clarifications for the request.
- Planner Strickland explained that the PUD is too restrictive for what the applicant wants to do.
- Commissioner Rambur asked about landscaping and are there requirements.
- Planner Strickland stated the front will stay but the zone does require some additional.
- Vice-Chair Campbell asked if this will affect the others who have built in the PUD.
- Planner Strickland replied it will only affect the lot in the application.
- Commissioner Herrgesell asked if there were any modification to Swensons market.
- Planner Strickland stated they are the ones that set up the PUD.

Applicant Presentation:

Caleb LaClair from J-U-B Engineers explained that they tried to work in the PUD requirements but the setback on the south side is keeping them from that. He explained the roof requirements wouldn't work for them either.

PZ/Questions & Comments:

- Vice-Chair Campbell asked if they have talked with Swensons about being different.
- Caleb LaClair replied they (Swensons) have been supportive the whole time.

Public Hearing: Opened and closed with no public input

Discussions Followed:

- Commissioner Rambur feels using the setback isn't an issue.
- Commissioner Herrgesell feels it would be a nice addition to the neighborhood.
- Commissioner Zimmerman feels if Swansons is in support it's a good fit.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zaremba Group, LLC. (PZ24-0084). Commissioner Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

- b) Request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Staff Presentation:

City Planner Ebersole presented the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087)

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Per City Code 10-15-2 (A): The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

The property is currently vacant and located in the Unincorporated area of the City of Twin Falls.

Twin Falls County records show this land has always been used for agriculture purposes. This area is primarily residential in nature, in the southeast portion of Twin Falls.

There are multiple residential developments under different phases of construction in the area. R-4, Medium Density Residential, is the primary zone in the area, mixed with R-2 and R-1 Variable.

This property is located off Harrison St S and South Hills Road (3600 E) to the south, both collectors. South Hills Middle School is located to the west.

A zoning designation of R-4 on this property is an appropriate zoning designation as it is consistent with the current area and the addition of residential or school development would not adversely impact the area. Both Harrison Street South and South Hills Road are not at full traffic capacity and can handle an increase in traffic due to the annexation of this property. The Commission is tasked to make a recommendation to the City Council by reviewing the comprehensive plan and the requested zoning designations compatibility with the future land use map designation.

The Comprehensive Plan has designated this area as Town Neighborhood. The land uses typically found in the designation are: Residential, Schools, Parks and Recreation facilities, and

Civic Facilities.

The Town Neighborhood designation calls for lot sizes smaller than found in Rural Residential.

The Commission will make a recommendation to City Council to approve the requested zoning designation, as presented, recommend denial of the requested zoning designation, recommend a different zoning designation or table the request for additional information.

PZ/Questions & Comments:

- Commissioner Rambur asked if they have a layout for future use.
- Planner Ebersole stated this is just for the appropriate annexation zone.

Applicant Presentation:

Katrina Kulm presented for the applicant. The client is a school and they are proceeding through the necessary steps and feel the R-4 zone is an appropriate zone.

Public Hearing: Opened

- Richard Dean had questions about his personal usage from the water runoff from this property. He asked if there would be a fence installed, he has traffic concerns in the evening and people parking for activities. He wants to know if the city has a plan to fix these situations.

Public Hearing: Closed

- Katrina Kulm stated she doesn't have any answers tonight. They will get to all that as they progress.
- Director Spendlove commented about the water issue. The street will become city jurisdiction if annexed and the city would handle those issues.

Discussions Followed:

- Commissioner Herrgesell asked to look at the map again and asked what the current zone is.
- Planner Ebersole explained it doesn't have a zone being in the area of impact but the property is R-4 in nature.
- Commissioner Rambur feels the issues will be discussed at a later date and the recommended zone is good.
- Vice-Chair Campbell feels this is a good fit for the area.
- Commissioner Zimmerman feels R-4 is a good fit for this property.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council on the appropriate zoning district for a proposed annexation of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., with staff recommendations, c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087) . Commissioner Herrgesell seconded the motion. Roll call vote showed all members present voted.

Approved 4 to 0.

6) Upcoming Meeting(s)

- a) October 2, 2024 - Work Session – Will be cancelled this month.
October 8, 2024

7) Adjournment

The meeting adjourned at 06:48 PM

Jody Green

Jody Green, Planning Technician