



Twin Falls City Council Agenda

Monday, December 2, 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 City Council 2024 November 25, Minutes
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve the City Council Schedule of Regular Meetings & Public Hearings for 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request for approval of a Final Plat for Westpark Commercial Subdivision No. 12, consisting of 8.62 acres on property located at the 200 Block of Avenida Del Rio Drive (PZ24-0147) c/o Gerald Martens.
By: William Klaver, Senior City Planner
- 4) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation of POST Advanced Certificate to Officer Kevin Warner, POST Intermediate Certificates to Officer Jason Haringsma, Officer Tyler Kuder, and Officer Sean Perkins, and POST Basic Certificate to Officer Nicholas Hernandez, Officer Jacob Kennedy and POST Patrol Canine Team Certificate to Detective Bradley Baisch.
By: Craig Kingsbury, Chief of Police, Twin Falls Police Department
 - b) **PRESENTATION:** Swearing in two new Twin Falls Police Department officers: Cesar Cervantes Jr., and Michael Rich
By: Craig Kingsbury, Chief of Police, Twin Falls Police Department
 - c) **PRESENTATION:** Introduction of the Twin Falls Police Department's new employees: DeAnn Taylor, Sebastian Kondracki, Candice McCall, Hannah Smith, Megan Smith-Parker, and Logan Wilcox.
By: Craig Kingsbury, Chief of Police, Twin Falls Police Department
 - d) **ACTION ITEM:** Consider adopting the International Code Council (ICC) Building Valuation Data Table to standardize the process of determining permit valuations within the Building Safety Department.
By: Matthew Long, Building Official
 - e) **ACTION ITEM:** Consider a request to allocate \$1,208,000 Park Impact Fees to fund the Canyon Trail Junction Project.
By: Wendy Davis, Parks and Recreation Director
 - f) **ACTION ITEM:** Consider a request to accept the CM/GC contract for the Canyon Trail Junction project with Wright Brothers and authorize the mayor to sign.
By: Wendy Davis, Parks and Recreation Director
- 5) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 6) PUBLIC HEARINGS
 - a) **ACTION ITEM:** Request to approve the Program Year 2023 Consolidated Annual Performance and Evaluations Report. (PY23 CAPER).
By: Kelli Ebersole
- 7) 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 otherspeakers.
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



Twin Falls City Council Minutes

Monday, November 25, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members: Craig Hawkins, Christopher Reid, Spencer Cutler, & Grayson Stone.

Absent: Cherie Vollmer

Staff Present: List: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, Public Information Coordinator Joshua Palmer, Chief Craig Kingsbury, Library Director Tara Bartley, Staff Engineer Jesse Schuerman, City Planner Will Klaver, City Financial Officer Breanna Howard, Engineer Trenton Essex, City Engineer Troy Vitex, Planning and Zoning Director Jonathon Spendlove

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

a) National American Indian Heritage Month

Mayor Pierce read and presented the National American Indian Heritage Month Proclamation.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

a) Request to approve City Council 2024 November 18, Minutes.

b) Request to approve Accounts Payable for November 14 thru 19 2024

c) Request to approve Finding of Facts and Conclusions of Law for the following: **ZDC - 4th Ave (PZ24-0094) and ZDC - Pillar Falls (PZ24-0095)**

d) Request City Council to approve the Special Event Permit for the organizers of the Living Nativity event.

e) Declaration of Access Easement

5) ITEMS OF CONSIDERATION

a) Request to approve Jose Loya to serve as Library Board of Trustee

Library Director Tara Bartley requested to confirm the mayoral appointment of Jose Loya to the Library Board of Trustee

Discussion ensued on the following:

Council Member Cutler spoke in favor of the request

MOTION: Council Member Cutler moved to approve the request to appoint Jose Loya to the Library Board of Trustee. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

b) Award Eastland Drive, Gravity Irrigation Improvements to REG Contracting for \$425,708.00.

Staff Engineer Jesse Schuerman requesting to Award Eastland Drive, Gravity Irrigation Improvements to REG Contracting for \$425,708.00.

Discussion ensued on the following:

Mayor Pierce asked for clarification on the total.

MOTION: Council Member Brown moved to approve the request to Award Eastland Drive, Gravity Irrigation Improvements to REG Contracting for \$425,708.00 plus a 20% contingency and \$43,000 for construction engineering for a total of \$511,000. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Request to accept the FY2024 Impact Fee Report and approve the 1.31% Impact Fee rate increase (PZ24-0149).
City Planner William Klaver requesting to approve raising the Development Impact Fees by the August Municipal Cost Index (MCI) or 1.31%

Discussion ensued on the following: None.

MOTION: Council Member Stone moved to approve the request to approve raising the Development Impact Fees by the August Municipal Cost Index (MCI) or 1.31%. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- d) A presentation on the finances of the City of Twin Falls for the fiscal year 2023-2024. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

CFO Howard made a presentation on the finances of the City of Twin Falls for the fiscal year 2023-2024.

Discussion ensued on the following:

Council member Stone gave kudos for all the work she did in the presentation

Mayor Pierce thanked Breanna Howard for the presentation.

6) GENERAL PUBLIC INPUT

Pastor Paul Thompson addressed City Council to give thanks for all the city services that we provide and the efforts of City staff, his great appreciation to the public works department on how essential their work is to our daily lives and making it an enjoyable place to live, Happy Thanksgiving.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler thanked Pastor Thompson for his kind words, gave thanks for everything that is before us and advised that City Hall will be closed Thursday and Friday, November 28-29th, 2024.

8) ADJOURNMENT

The meeting adjourned at 05:53 PM

Rachael Long, Administrative Assistant

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)

City of Twin Falls, Idaho - City Council

Schedule of regular Meetings & Public Hearings

2025

The meetings are generally held each Monday of every month starting at 5:00 pm, unless otherwise posted.

All meetings are held in the **City Council Chambers located at 203 Main Avenue East**
and are televised on Sparklight, Channel 17.

All meetings are live streamed and archived and can be found on the City's website at www.tfid.org

Public Hearings begin immediately after Items of Consideration.

January 06, 2025		July 07, 2025	
January 13, 2025		July 14, 2025	
January 21, 2025	Tuesday	July 21, 2025	
January 27, 2025		July 28, 2025	
February 03, 2025		August 04, 2025	
February 10, 2025		August 11, 2025	
February 18, 2025	Tuesday	August 18, 2025	
February 24, 2025		August 25, 2025	
March 03, 2025		September 02, 2025	No Meeting
March 10, 2025		September 08, 2025	
March 17, 2025		September 15, 2025	
March 24, 2025	No Public Hearings	September 22, 2025	
March 31, 2025		September 29, 2025	
April 07, 2025		October 06, 2025	
April 14, 2025		October 13, 2025	
April 21, 2025		October 20, 2025	
April 28, 2025		October 27, 2025	
May 05, 2025		November 03, 2025	
May 12, 2025		November 10, 2025	
May 19, 2025		November 17, 2025	
May 27, 2025	Tuesday	November 24, 2025	No Public Hearings
June 02, 2025		December 01, 2025	
June 09, 2025		December 08, 2025	
June 16, 2025		December 15, 2025	
June 23, 2025		December 22, 2025	No Public Hearings
June 30, 2025		December 29, 2025	No Meeting



Date: Monday, December 2, 2024
To: Honorable Mayor and City Council
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for Westpark Commercial Subdivision No. 12, consisting of 8.62 acres on property located at the 200 Block of Avenida Del Rio Drive (PZ24-0147) c/o Gerald Martens.

Time Estimate:

Consent Agenda Item.

Background:

David Shotwell, represented by Gerald Martens of EHM Engineers, Inc., has submitted an application for a Final Plat for Westpark Commercial Subdivision No. 12. This final plat consist of four (4) commercial lots on 8.62 acres (+/-) and is the entirety of Westpark Commercial Subdivision No. 12 Preliminary Plat.

Approval Process:

Per City Code 10-12-2-4

After the approval or conditional approval of the preliminary plat, the subdivide may cause the total parcel or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. Upon the determination that the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the administrator shall place the final plat on the council agenda at the next regular meeting.

The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat the council shall specify: Approval Period: Final plat shall be filed with the county recorded within two years after written approval by the council, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and granted by by the council. Only one extension may be granted by the council for a term of two years.

Budget Impact:

N/A

Regulatory Impact:

After a final plat is approved by the Council and construction plans approved, the final plat may be recorded, and lots sold for development. All general criteria for approval must be met per State Statute 50-Chapter 13 and shall be compatible with the Comprehensive Plan.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approval of this plat with the following condition:

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 final plat, submitted prior to the signing of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated November 8, 2024.

Attachments:

1. PZ24-0147 Vicinity Map
2. PZ24-0147 Aerial Map
3. PZ24-0147 Presentation Map
4. PZ24-0147 Engineering Memo - 11.8.2024

Vicinity Map

Canyon Springs
Golf Course

Blue Lakes
Country Club

Snake River

Magic Valley
Mall

St Luke's Magic
Valley Medical
Center

College of
Southern Idaho

College of So Idaho

Targhee Dr

Parcels City

Falls Ave

Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land
Management, EPA, NPS, US Census Bureau, USDA, USFWS

Northfork Rd

Columbia Dr

Federation Rd

Canyon Trail Way

Canyon Crest Dr W

Washington St N

Pole Line Rd W

Pole Line Rd

Cheney Dr W

Cheney Dr

N Pointe Dr

N College Rd W

N College Rd

Parkway Dr

Ridgeway Dr

Crestview Dr

Blake St N

Washington St N

Lincoln St N

Elm St N

Locust St N

Cheney D

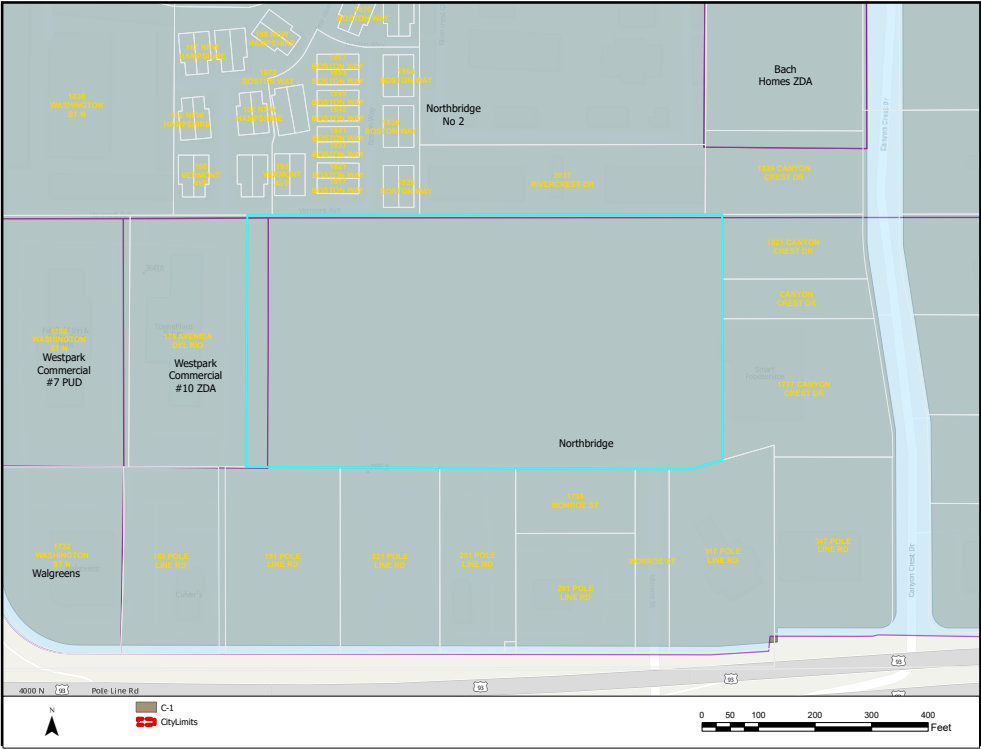


0 1,250 2,500 5,000 Feet

Aerial Map



ZONING MAP



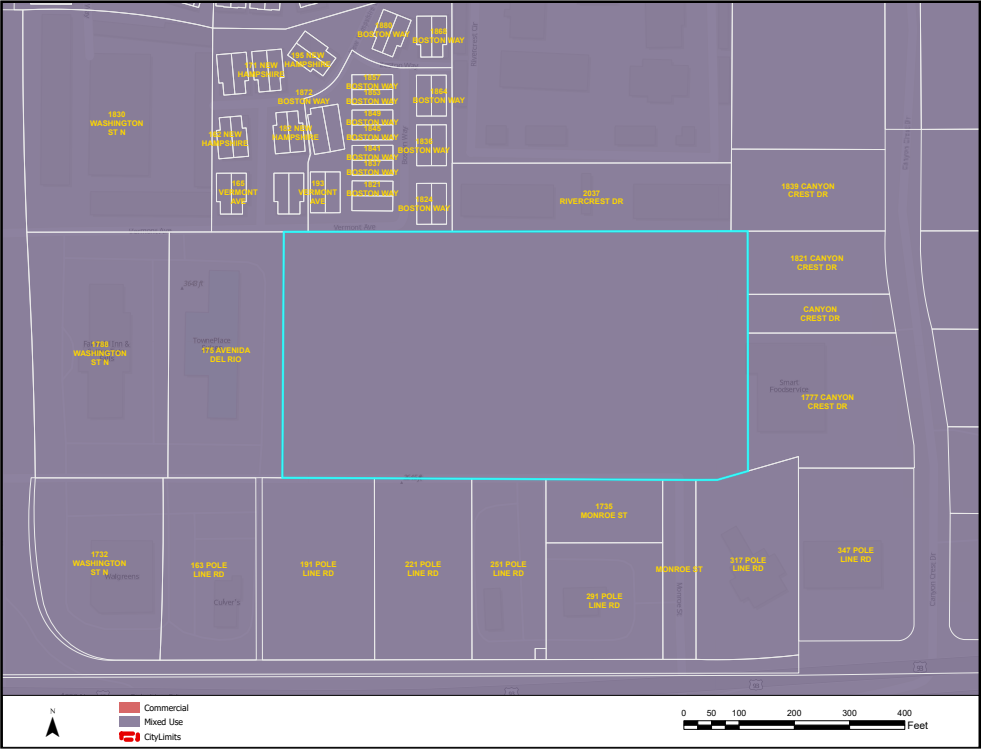
Zoning

<u>Current Zoning:</u>	C-1 PUD
<u>Current Land Use:</u>	Undeveloped
<u>Proposed Zoning:</u>	C-1 PUD
<u>Proposed Land Use:</u>	Commercial

Surrounding Area

<u>North:</u>	Residential (C-1 PUD)
<u>South:</u>	Commercial (C-1 PUD)
<u>East:</u>	Commercial (C-1 PUD)
<u>West:</u>	Commercial (C-1 PUD)

FUTURE LAND USE MAP



Regulations

Twin Falls Municipal Code Sections 10-12-2-3; 10-6-1 & 10-4-8

Future Land Use Category

Mixed Use: Serves local and regional commercial activities that are sited at intersections of major arterials. This area is typically anchored by a grocery store, civic, or entertainment uses. Allows high-intensity mixed use development in a compact, pedestrian oriented environment.

A desired land use mixture of retail, office, hotels, townhomes, condominiums, apartments, etc.



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator

Date: 11/8/2024

Re: Final Plat – **Westpark Commercial Subdivision No. 12, a PUD** – Application # 24- 0147

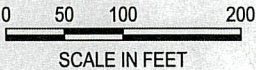
The Engineering Department has reviewed the Final Plat for the Westpark Commercial Subdivision No. 12. The following changes shall be addressed prior to the signature on the Final Plat by the City of Twin Falls. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. Please add a 15' Pressure Irrigation easement on the western boundary of Lot 1, Block 2.
2. The northern boundary dimension label does not match the total of the lot line dimensions. Please revise.
3. Please add the words "A portion of existing" to the easement "A" description. Also, the existing reciprocal easement is not provide for public access. Please provide a public utility and vehicular access easement.
4. Please provide additional distance and bearing information on the easement linework in this location. Also, monuments may be required for these easements.
5. Easement "B" should be labeled as a "Sewer" easement per instrument #2009-002949.
6. Please add an additional easement "E" to the Easement Key stating "Existing 20' utility, vehicular access and drainage easement per Inst. #2006-011944.
7. This should be Block "1".
8. Please add the verbiage "As Noted" to the Legend items Found Brass Cap and Found Aluminum Cap.
9. Please remove David's middle initial from the signature line. There is no middle initial listed on the Secretary of State business registration.
10. In the Acknowledgement verbiage please remove David's middle initial, remove the verbiage "and/or _____" after David's name, and replace the verbiage (husband/wife/sole) with "Managing partner of Westpark Partners, an Idaho General Partnership.

11. Under Approval of City Council, please add "Deputy" to City Clerk.
12. The bearing call-out on Sheet 2 of 3 does not match the call-out in the line table on Sheet 1 of 3.
13. These call-outs should be "south".
14. General Note: Please remove any symbols that are not being used from the Legend.
15. General Note: Please provide a water share certificate from Twin Falls Canal Co. for 8.62 shares.

If you have any questions, please contact Kristi Fehringer at 735-7332 or email at kfehringer@tfid.org

WESTPARK COMMERCIAL
SUBDIVISION NO. 12, A PUD
A Re-Subdivision and Re-Numbering of a
Portion of
Lot 4, Block 2
Westpark Commercial Subdivision No. 3, a PUD
Located In
S² SW⁴, Section 33
Township 9 South, Range 17 East Boise
Meridian
Twin Falls County, Idaho
2024



RECEIVED

JUL 25 2024

CITY OF TWIN FALLS
ENGINEERING DEPT.

Legend

SUBDIVISION BOUNDARY LINE	_____
SECTION LINE	_____
EXISTING EASEMENT LINE	-----
NEW EASEMENT LINE	-----
ADJACENT PROPERTY LINE	-----
LOT LINE	_____
CALCULATED POINT (NOT SET)	△
FOUND BRASS CAP (AS NOTED) 8	⊙
FOUND 5/8" REBAR (AS NOTED)	○
FOUND 1/2" REBAR (AS NOTED)	◦
FOUND ALUMINUM CAP (AS NOTED) 8	⊠
SET 5/8" x 24" REBAR & CAP - LS 10110	●
SET 1/2" x 24" REBAR & CAP - LS 10110	•
FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110	⊙

Surveyor's Narrative

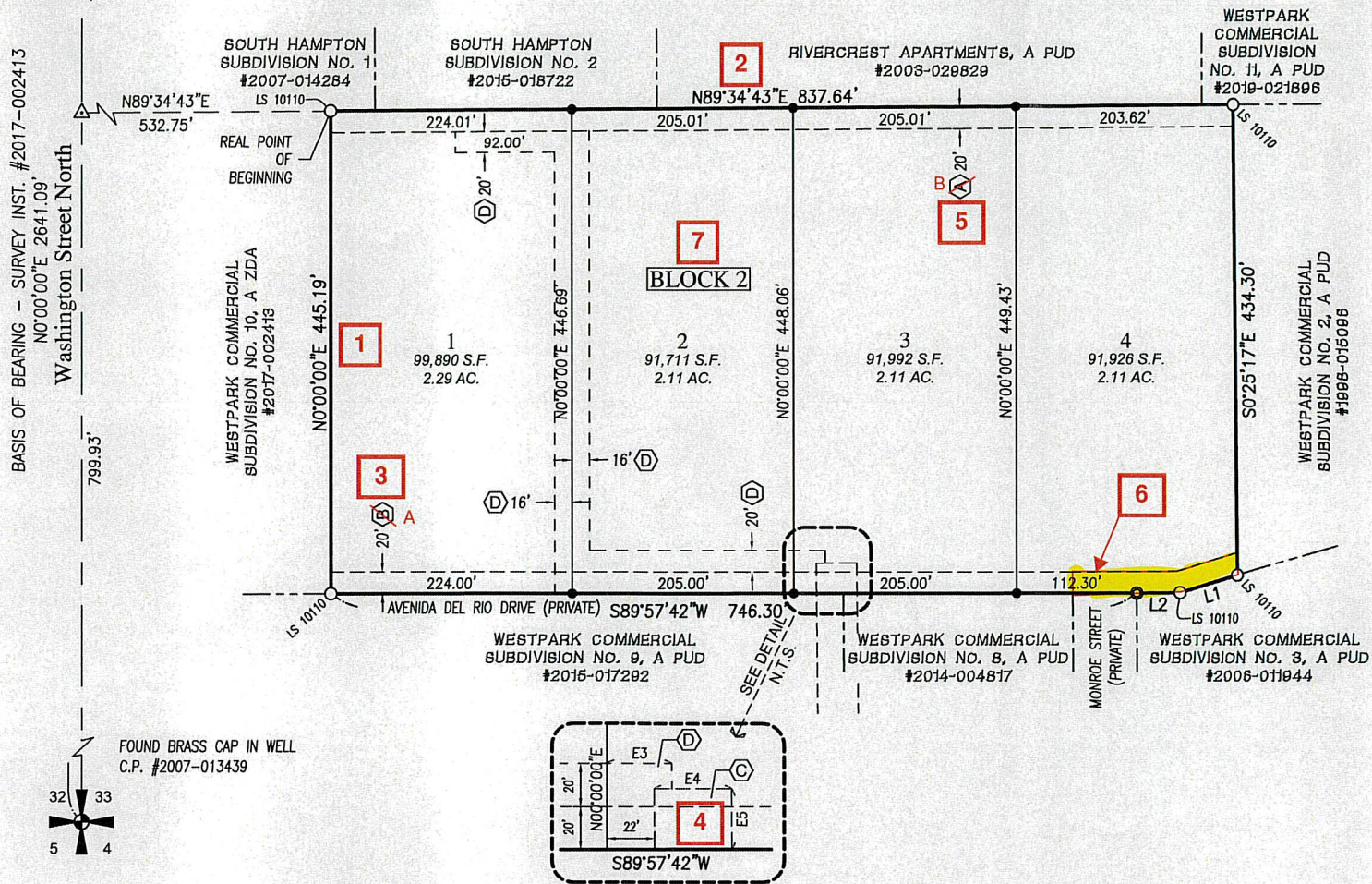
THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY OF THE REMAINDER OF LOT 4, BLOCK 2, AS SHOWN ON WESTPARK COMMERCIAL SUBDIVISION NO. 3, A PUD (#2006-011944) FOR A FINAL SUBDIVISION.

MONUMENTS WERE FOUND AT THE NORTHWEST AND SOUTHWEST CORNERS PER WESTPARK COMMERCIAL SUBDIVISION NO. 10, A PUD (#2017-002413). THE MONUMENTS THAT WERE FOUND ALONG THE SOUTH BOUNDARY WERE ESTABLISHED PER FOUND MONUMENTS AS SHOWN ON WESTPARK COMMERCIAL SUBDIVISION NO. 8 AND 9, A PUD (#2014-004817 AND #2015-017292).



Line Table		
LINE #	BEARING	DISTANCE
L1	S73°38'19"W	57.78'
L2	S89°34'43"W	39.07'

Easement Line Table		
LINE E#	BEARING	DISTANCE
E3	N89°59'53"E	30.00'
E4	N89°57'42"E	36.00'
E5	N0°25'17"W	28.06'



Easement Key

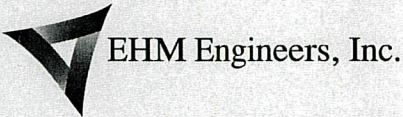
- A A PORTION OF EXISTING 40' RECIPROCAL EASEMENT PER INSTRUMENT #2008-023713 3
- B EXISTING SEWER PUBLIC-UTILITY EASEMENT PER INSTRUMENT #2009-002949 5
- C EXISTING TWIN FALLS CANAL COMPANY EASEMENT PER INST. #2014-008449
- D IRRIGATION EASEMENT
- E EXISTING 20' UTILITY, VEHICULAR ACCESS AND DRAINAGE EASEMENT PER INST. #2006-011944 6

Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS

DATE:



Vicinity Map

n.t.s

CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF LOT 4, BLOCK 2 AS SHOWN ON THAT CERTAIN MAP ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NO. 3", RECORDED MAY 18, 2006 AS INSTRUMENT NO. 2006-011944 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND LOCATED IN A PORTION OF THE S2 SW4 OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, SAID CORNER LIES SOUTH 00°00'00" WEST 2641.09 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 33;
THENCE, ALONG THE WEST BOUNDARY OF SAID SECTION 33, NORTH 00°00'00" EAST 799.93 FEET;
THENCE, LEAVING SAID WEST BOUNDARY, NORTH 89°34'43" EAST 532.75 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN MAP ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NO. 10", RECORDED FEBRUARY 17, 2017 AS INSTRUMENT NO. 2017-002413 IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 4, NORTH 89°34'43" EAST 837.64 FEET TO THE NORTHEAST CORNER OF SAID LOT 4;
THENCE, ALONG THE EAST BOUNDARY OF SAID LOT 4, SOUTH 00°25'17" EAST 434.30 FEET;
THENCE, CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 73°38'10" WEST 67.78 FEET;

13

 THENCE, CONTINUING ALONG SAID EAST BOUNDARY, SOUTH 89°34'43" WEST 39.07 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN MAP ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NUMBER 8", RECORDED MARCH 25, 2014 AS INSTRUMENT NO. 2014-004817 IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;
THENCE, ALONG THE NORTH BOUNDARY OF SAID MAP (#2014-004817) AND THE NORTH BOUNDARY OF THAT CERTAIN MAP ENTITLED "WESTPARK COMMERCIAL SUBDIVISION NO. 9", RECORDED OCTOBER 5, 2015 AS INSTRUMENT NO. 2015-017292 IN SAID OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY, SOUTH 89°57'42" WEST 746.30 FEET TO THE SOUTHEAST CORNER OF SAID MAP (#2017-002413);
THENCE, ALONG THE EAST BOUNDARY OF SAID MAP (#2017-002413), NORTH 00°00'00" EAST 445.19 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 8.62 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT.

PURSUANT TO IDAHO CODE 50-1334, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE TWIN FALLS.

WESTPARK PARTNERS, AN IDAHO GENERAL PARTNERSHIP

BY: DAVID M. SHOTWELL, MANAGING PARTNER

9

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

10

ON THIS _____ DAY OF _____, 2024, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DAVID M. SHOTWELL AND/OR _____, (HUSBAND/WIFE/SOLE) KNOWN OR IDENTIFIED TO ME TO BE THE PERSON(S), WHOSE NAME(S) SUBSCRIBED TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT (HE/SHE/THEY) EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS DAY OF , 2024.

MAYOR

11 CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER

ATTEST

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS#

DATE

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss

ON THIS DAY OF , 2024, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER

DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS DAY OF , 2024, AT M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK , ON PAGE .

DEPUTY

EX-OFFICIO RECORDER



Date: Monday, December 2, 2024
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

Consider adopting the International Code Council (ICC) Building Valuation Data Table to standardize the process of determining permit valuations within the Building Safety Department.

Time Estimate:

30 minutes

Background:

Establish a consistent approach for calculating construction costs per square footage, enhancing fairness and predictability in permit issuance.

By adopting this data table, we aim to streamline operations and align with best practices in building valuation.

Approval Process:

On June 26, 2024, the Building Advisory Committee reviewed the ICC Valuation Table and voted 6-1 in favor of its adoption within the City. Building Valuation Data from the International Code Council, published each August, will be adopted starting October 1st each year. For remodels and tenant improvements, use IBC Section 109.3 for estimating permit values.

Budget Impact:

Revenue Neutrality: While some permit fees may increase and others may decrease, the overall impact is intended to balance out, leading to a neutral effect on the overall fee revenue.

Regulatory Impact:

Impact on Fees: Implementing this table may result in fee adjustments, with potential increases for some permits and decreases for others, ensuring valuations reflect true construction costs per square footage.

History:

N/A

Analysis:

N/A

Conclusion:

Advantages of Adopting the ICC Building Valuation Data Table:

1. **Standardization:** Establishes a uniform method for calculating building permit valuations, promoting consistency across the department.
2. **Accuracy:** Reflects current construction costs in valuation calculations, ensuring fees are based on reliable data.
3. **Transparency:** Enhances transparency in how permit fees are determined, potentially increasing trust and understanding among developers and the public.
4. **Equity:** Balances permit fees by aligning them more closely with actual construction value, potentially adjusting fees more fairly for different project types.
5. **Efficiency:** Streamlines the valuation process, reducing administrative overhead and improving the speed of permit issuance.
6. **Industry Alignment:** Reflects best practices aligned with nationally recognized standards, improving compliance and reducing confusion.

By adopting the ICC Building Valuation Data Table, the City aims to improve the overall effectiveness and fairness of its building permit process, making it easier for developers and ensuring better resource allocation for building safety oversight.

Attachments:

1. Building valuation examples City Council 11262024 BSD
2. Building Valuation Schedule- August 2024 11262024
3. 11262024 BSDRevison Exhibit B Master City-Wide Fee Schedule footnote changes
4. 11262024 BSD Exhibit B Master City-Wide Fee Schedule Footnote RevisionValuation

Project Value Examples

Residential project values examples:

1. 1480 sq. ft. living areas
568 sq. ft. garage
208 sq. ft. covered patios
2256 sq. ft. total
\$259,440 declared value
\$292,748.32 ICC valuation table value
2. 1608 sq. ft. living areas
474 sq. ft. garage
200 sq. ft. covered patios
2282 sq. ft. total
\$359,000 declared value
\$307,493.42 ICC valuation table value
3. 1450 sq. ft. living areas
798 sq. ft. garage
278 sq. ft. covered patios
2526 sq. ft. total
\$146,500 declared value
\$292,748.32 ICC valuation table value
4. 1652 sq. ft. living areas
488 sq. ft. garage
168 sq. ft. covered patios
2308 sq. ft. total
\$290,000 declared value
\$317,419.01 ICC valuation table value
5. 1372 sq. ft. living areas
506 sq. ft. garage
94 sq. ft. covered patios
1972 sq. ft. total
\$330,000 declared value
\$264,794.28 ICC valuation table value
6. 2158 sq. ft. living areas
999 sq. ft. garage
161 sq. ft. covered patios
3318 sq. ft. total
\$800,000 declared value
\$430,231.02 ICC valuation table value

Commercial project value examples:

1. Shell office building (no interior build out)
5,000 sq. ft.
\$381,390 declared value
\$803,120 ICC valuation table value
2. Shell office building (no interior build out)
14,400 sq. ft.
\$864,000 declared value
\$2,312,928 ICC valuation table value
3. Medical office building (complete)
8980 sq. ft.
\$3,000,000 declared value
\$1,803,004.40 ICC valuation table value
4. Commercial apartment building
13,622 sq. ft.
\$1,120,000 declared value
\$2,016,870.16 ICC valuation table value
5. Church addition
2344 sq. ft.
\$1,548,000 declared value
\$536,916.64 ICC valuation table value
6. School addition
17930 sq. ft.
\$4,279,000 declared value
\$3,550,140 ICC valuation table value

Building Valuation Data – AUGUST 2024

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2025. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2024 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget x (\%)}}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$260.46/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$260.46/sq. ft x 0.0075
= \$31,255

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	333.98	322.10	312.59	300.28	280.58	272.46	290.01	261.47	251.46
A-1 Assembly, theaters, without stage	306.63	294.75	285.24	272.92	253.47	245.34	262.66	234.35	224.35
A-2 Assembly, nightclubs	264.07	256.33	248.28	238.82	223.69	217.61	230.62	203.42	195.71
A-2 Assembly, restaurants, bars, banquet halls	263.07	255.33	246.28	237.82	221.69	216.61	229.62	201.42	194.71
A-3 Assembly, churches	311.21	299.32	289.82	277.50	258.18	250.05	267.24	239.06	229.06
A-3 Assembly, general, community halls, libraries, museums	261.35	249.47	238.96	227.64	207.19	200.06	217.38	188.07	179.07
A-4 Assembly, arenas	305.63	293.75	283.24	271.92	251.47	244.34	261.66	232.35	223.35
B Business	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
E Educational	279.20	269.50	260.98	250.17	233.48	221.55	241.57	204.55	198.00
F-1 Factory and industrial, moderate hazard	162.52	154.68	144.93	139.48	124.19	118.17	132.99	102.98	95.90
F-2 Factory and industrial, low hazard	161.52	153.68	144.93	138.48	124.19	117.17	131.99	102.98	94.90
H-1 High Hazard, explosives	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	N.P.
H234 High Hazard	151.65	143.81	135.05	128.61	114.61	107.60	122.11	93.40	85.33
H-5 HPM	292.48	282.09	271.97	260.46	237.85	229.40	250.46	212.56	202.84
I-1 Institutional, supervised environment	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
I-2 Institutional, hospitals	459.84	449.45	439.33	427.82	403.26	N.P.	417.81	377.98	N.P.
I-2 Institutional, nursing homes	319.21	306.86	296.74	285.23	264.10	N.P.	275.22	238.82	N.P.
I-3 Institutional, restrained	341.48	331.09	320.97	309.46	288.34	278.89	299.46	263.05	251.33
I-4 Institutional, day care facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
M Mercantile	197.08	189.34	177.79	171.82	156.33	151.25	163.63	136.06	129.35
R-1 Residential, hotels	267.42	258.06	249.33	240.60	220.62	214.60	240.64	198.79	192.64
R-2 Residential, multiple family	223.61	214.25	205.52	196.79	177.77	171.76	196.82	155.95	149.80
R-3 Residential, one- and two-family ^d	211.77	205.84	200.99	197.13	190.36	183.32	193.75	177.67	167.37
R-4 Residential, care/assisted living facilities	264.93	255.57	246.84	238.11	217.64	211.63	238.15	195.82	189.67
S-1 Storage, moderate hazard	150.65	142.81	133.05	127.61	112.61	106.60	121.11	91.40	84.33
S-2 Storage, low hazard	149.65	141.81	133.05	126.61	112.61	105.60	120.11	91.40	83.33
U Utility, miscellaneous	115.27	108.48	100.93	96.59	86.02	80.36	91.94	68.09	64.85

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$31.50 per sq. ft.

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Airport	Private hangar land lease	\$ 0.176	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	FBO land lease	\$ 0.198	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Commercial land lease	\$ 0.198	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Landing Fee (FAA 121, 135, or any acft over 12,500 lbs)	\$ 1.670	Each, per thousand lbs. MGLW, \$13.31 min (see footnote Airport #2)
Airport	Airline terminal rates	\$ 18.470	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Restaurant	\$ 792.07	Monthly with annual CPI escalation adjust (see footnote Airport #1)
Airport	Terminal car rental rates	10%	Monthly % gross revenue, \$25,000 MAG
Airport	Non-tenant car rental permit	\$ 150.000	Annual (see footnote Airport #3)
Airport	ARFF (over 9 seats)	\$ 85.230	Per hour, \$85.23 minimum (see footnote Airport #4)
Airport	Fuel flowage	\$ 0.09	Per gallon, monthly
Airport	Security charge	\$ 20.00	Each, per hour of service (See footnote Airport #5)
Airport	Tie downs to FBO's, STD Size	\$ 6.00	Monthly
Airport	Tie downs to FBO's, Over-Sized	\$ 7.00	Monthly
Airport	Land lease survey and recording fee	\$ 4,000.00	Land lease survey for County parcel recording (see footnote Airport #6)
Airport	Interest on past due	12%	Per annum, monthly
Airport	Parking violation, paid within 3 days	\$ 35.00	
Airport	Parking violation, paid outside of 3 days	\$ 50.00	
Airport	Parking violation, collection	\$ 25.00	
Airport	SIDA ID Badge New Application (Non-Refundable)	\$ 80.00	SIDA = Security Identification Display Area Access
Airport	SIDA ID Badge Application Annual Renewal (Non-Refundable)	\$ 55.00	
Airport	AOA ID Badge New Application (Non-Refundable)	\$ 55.00	AOA = Air Operations Area Access, Excludes SIDA Access
Airport	AOA ID Badge Application Annual Renewal (Non-Refundable)	\$ 55.000	
Airport	Failure to Return ID Badge/Replace Lost ID Badge (1st Occurrence)	\$ 55.000	
Airport	Failure to Return ID Badge/Replace Lost ID Badge (2nd Occurrence)	\$ 110.00	
Airport	Failure to Return ID Badge/Replace Lost ID Badge (3rd Occurrence)	\$ 165.00	Consideration of Revocation of Badge Privileges
Airport	Failure to Return Security Key/Replace Lost Security Key (Non-Refundable)	\$ 75.00	
Airport	Replacement of Damaged ID Badge	\$ -	No Charge for replacement of Damaged SIDA or AOA ID Badge
Building	Building permit fee \$1-\$500	\$ 22.00	Per application (see footnote Building #1)
Building	Building permit fee \$501-\$2,000	\$ 22.00	For the first \$500 + \$2.75 for each add'l \$100 or fraction thereof (see footnote Building #1)
Building	Building permit fee \$2,001.00 to \$25,000.00	\$ 63.00	For the first \$2k + \$12.50 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Building permit fee \$25,001-\$50,000	\$ 352.00	For the first \$25k + \$9 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Building permit fee \$50,001 to \$100,000	\$ 580.00	For the first \$50k + \$6.25 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Building permit fee \$100,001 to \$500,000	\$ 895.00	For the first \$100k + \$5 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Building permit fee \$500,001 to \$1,000,000	\$ 2,855.00	For the first \$500k + \$4.25 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Building permit fee \$1,000,001.00 and up	\$ 4,955.00	for the first \$1,000,000.00 + \$2.75 for each add'l \$1k or fraction thereof (see footnote Building #1)
Building	Commercial Plan Review Fee		65% of the building permit fee
Building	Residential Plan Review Fee		30% of the building permit fee
Building	Residential demolition permit	\$ 22.00	
Building	Commercial demolition permit	\$ 42.00	
Building	Permit to move a building	\$ 42.00	
Building	Swimming pool permit	\$ 50.00	
Building	Re-inspection fee	\$ 50.00	
Building	Inspections for which no fee is specified	\$ 42.00	Per hour, min 1/2 hour (see footnote Building #2)
Building	Inspection outside of business hours	\$ 42.00	Per hour, min 2 hours (see footnote Building #2)
Building	Additional plan review fee	\$ 50.00	For all changes, additions, or revisions requiring review
Building	Temporary certificate of occupancy application	\$ 1,200.00	Per application and extension
Building	Temporary certificate of occupancy retainer	1.50%	Percent of project value (\$5k min; \$75k max)
Building	Use of outside consultant		Actual costs include administrative and overhead costs
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 0-2,500 sq. ft.	\$ 120.00	Finished and unfinished, excluding garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 2,501-4,000 sq. ft.	\$ 155.00	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical and Plumbing residential permit (1 and 2 family dwellings) 4,001+ sq. ft.	\$ 200.00	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Building	Mechanical, Electrical and Plumbing Other Installations	\$ 50.00	Flat fee (see footnote Building #4)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$501 - \$10,000	\$ 60.00	Plus \$.02 x project value (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$10,001-\$100,000	\$ 260.00	(Project value - \$10,000) x \$.01 + base fee (\$260) - (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit \$100,001+	\$ 1,160.00	(Project value - \$100,00) x \$.005 + base fee (\$1,160) - (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing requested inspection fee	\$ 42.00	Per hour, 1/2 hour min
Building	Mechanical, Electrical and Plumbing re-inspection fee	\$ 50.00	
Building	Mechanical, Electrical and Plumbing plan check fee	\$ 42.00	Per hour, 1/2 hour min
Building	Small work permit	\$ 10.00	(see footnote Building #5)
Building	Work without permit - first violation fee	\$ 100.00	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - second violation fee	\$ 250.00	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - third violation fee	\$ 500.00	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - fourth and subsequent fee	\$ 1,000.00	Or double the required permit fee - whichever is greater (see footnote Building #6)
City Manager	RIDE TFT in-vehicle advertising	\$ 300.00	Monthly with no minimum commitment
City Manager	RIDE TFT vehicle wrap fee (min. commitment 1 year)	\$ 2,000.00	Monthly, 20% discount w/2 year commitment (see City Manager footnote #1)
Code Enforcement	Animal permits small animal	\$ 2.00	
Code Enforcement	Animal permits large animal	\$ 5.00	
Code Enforcement	Duplicate dog tags	\$ 1.00	
Code Enforcement	Fines not paid within 45 days	\$ 25.00	In addition to parking ticket of \$35 and \$75
Code Enforcement	Kennel fees	\$ 100.00	Annual
Code Enforcement	Parking tickets	\$ 35.00	
Code Enforcement	Parking tickets if not paid within 3 days	\$ 50.00	
Code Enforcement	Vehicles, equipment, prohibited on property 1st violation	\$ 100.00	
Code Enforcement	Vehicles, equipment, prohibited on property 2nd violation	\$ 200.00	
Code Enforcement	Vehicles, equipment, prohibited on property 3rd and subsequent violations	\$ 300.00	
Code Enforcement	Watering violations through stage 2 first violation	\$ 40.00	
Code Enforcement	Watering violations through stage 2 second violation	\$ 80.00	
Code Enforcement	Watering violations through stage 2, third and subsequent violations	\$ 120.00	
Code Enforcement	Watering violations through stage 3 first violation	\$ 80.00	
Code Enforcement	Watering violations through stage 3 second violation	\$ 160.00	
Code Enforcement	Watering violations through stage 3 third and subsequent violations	\$ 240.00	
Code Enforcement	Weed/rubbish violations first violation	\$ 100.00	
Code Enforcement	Weed/rubbish violations second violation	\$ 200.00	
Code Enforcement	Weed/rubbish violations third and subsequent violations	\$ 300.00	
Engineering	Improvement reimbursement - application	\$ 200.00	Flat fee
Engineering	Improvement reimbursement - per lot	\$ 10.00	Per lot
Engineering	Improvement reimbursement for developments > 200 lots		Actual cost in time & materials
Engineering	Pressure Irrigation Service	\$ 1,290.52	Per lot
Engineering	Right-of-way permit	\$ 50.00	Flat fee
Engineering	Right-of-way permit, expiration penalty	\$ 15.00	Per day
Engineering	Subdivision review - preliminary plat	\$ 900.00	Flat fee
Engineering	Subdivision review - preliminary plat	\$ 25.00	Per lot
Engineering	Subdivision review - final plat	\$ 400.00	Flat fee
Engineering	Subdivision review - final plat	\$ 25.00	Per lot
Engineering	Subdivision review - conveyance plat	\$ 900.00	Flat fee
Engineering	Subdivision review - conveyance plat	\$ 25.00	Per lot
Engineering	Subdivision construction plan review - paving	\$ 75.00	Flat fee
Engineering	Subdivision construction plan review - paving	\$ 10.00	Per lot
Engineering	Subdivision construction plan review (3rd) - paving	\$ 5.00	Per lot
Engineering	Subdivision construction plan review - water	\$ 50.00	Flat fee
Engineering	Subdivision construction plan review - water	\$ 7.00	Per lot
Engineering	Subdivision construction plan review (3rd) - water	\$ 7.00	Per lot

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Engineering	Subdivision construction plan review - sanitary sewer	\$ 50.00	Flat fee
Engineering	Subdivision construction plan review - sanitary sewer	\$ 7.00	Per lot
Engineering	Subdivision construction plan review (3rd) - sanitary sewer	\$ 7.00	Per lot
Engineering	Subdivision construction inspection	\$ 500.00	Flat Fee
Engineering	Subdivision construction inspection	\$ 25.00	Per lot
Engineering	Wastewater connection application industrial		Established by the City Council
Engineering	Wastewater connection application municipal permit		Established by the City Council
Engineering	Wastewater capacity fees		Connection to the WWTs
Engineering	Wastewater capacity - Single family	\$ 512.54	
Engineering	Wastewater capacity - Duplexes	\$ 408.47	Per dwelling unit
Engineering	Wastewater capacity - Mobile home	\$ 303.27	Per dwelling unit
Engineering	Wastewater capacity - Apartments	\$ 408.47	Per dwelling unit
Engineering	Wastewater capacity - Commercial, institution, and industrial capacity fee		Based on annual flows and strengths
Engineering	Wastewater capacity - Flow	\$ 3.41	Per 1,000 gallons
Engineering	Wastewater capacity - Biological Oxygen Demand (BOD)	\$ 1.36	Per pound
Engineering	Wastewater capacity - Total Suspended Solids (TSS)	\$ 1.38	Per pound
Engineering	Wastewater user charges group 1 - residential - single family		Use of wastewater collection and treatment system
Engineering	Water service permit - 1 inch water service	\$ 55.35	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 1 1/2 inch water service	\$ 55.35	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 2 inch water service	\$ 55.35	Assessed at subdivision construction plan approvals
Engineering	Water service permit > 2 inch		Fee determined by City Engineer
Engineering	Water service permit - nonstandard		Fee determined by City Engineer
Engineering	Water meter fee - 1 inch (Badger model #55)	\$ 436.45	Assessed with building permit
Engineering	Water meter fee - 1 1/2 inch (Badger model #120)	\$ 765.13	Assessed with building permit
Engineering	Water meter fee - 2 inch (Badger model #170)	\$ 1,017.69	Assessed with building permit
Engineering	Water service (complete) - 1 inch	\$ 3,390.64	Complete water service- mainline connection to meter
Engineering	Water service (complete) - 1 1/2 inch	\$ 4,700.20	Complete water service- mainline connection to meter
Engineering	Water service (complete) - 2 inch	\$ 5,572.70	Complete water service- mainline connection to meter
Engineering	Water service (complete) - > 2 inch		Fee determined by City Engineer
Engineering	Water service (complete) - nonstandard service size		Fee determined by City Engineer
Engineering	Water main connection - 1 inch tap	\$ 150.00	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 1 1/2 inch tap	\$ 150.00	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 2 inch tap	\$ 150.00	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 4 inch tap	\$ 1,433.99	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 6 inch tap	\$ 1,595.70	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 8 inch tap	\$ 2,063.47	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 10 inch tap	\$ 2,835.12	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 12 inch tap	\$ 4,269.89	Connections to live water mains (tap by City crew)
Engineering	Water modeling - spot check	\$ 200.00	Spot check for static water pressure and fire flow
Engineering	Water modeling - proposed infrast. for new development		Fee determined by City Engineer
Engineering	Sewer modeling fee - proposed infrast. for new development		Fee determined by City Engineer
Engineering	Sewer service connection - permit	\$ 15.00	Processing the permit
Engineering	Sewer service connection inspection	\$ 90.00	Inspection of sewer service connection to main line
Fire	Blasting agents	\$ 25.00	
Fire	Blasting explosives	\$ 25.00	
Fire	Blasting bulk storage permit	\$ 100.00	
Fire	Daycare inspections	\$ 25.00	
Fire	Fireworks for public display permits	\$ 125.00	
Fire	Fire inspection reporting fee	\$ 30.00	Life safety systems, 3rd party reporting (LIV)
Fire	Fuel storage new installation	\$ 120.00	Inspections for above ground storage tanks
Fire	Fuel storage new installation above ground, under 1,100 gallons	\$ 50.00	
Fire	Fuel storage alter, modify, repair existing tank	\$ 50.00	
Fire	Fuel storage remove, abandon, place out of service	\$ 25.00	
Fire	Inspection of temporary firework stand	\$ 25.00	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Fire	Safe & sane firework application	\$ 25.00	
Fire	Temporary fireworks storage	\$ 100.00	
Fire	Tent structure permit	\$ 50.00	Over 400 sq. ft. or for an awning over 750 sq. ft.
General	Alcohol catering permit	\$ 20.00	Per day (dictated by State Title 23, Chpt 9)
General	Airport violations	\$ 300.00	
General	Auctioneer's license	\$ 25.00	Annual
General	Beer license on premise, draught included	\$ 200.00	Annual draught and bottled or canned beer (dictated by City code 3-7-7)
General	Beer license on premise, draught not included	\$ 150.00	Dictated by City code 3-7-7
General	Beer license off premise	\$ 50.00	Dictated by City code 3-7-7
General	Beer and/or wine license transfer fee	\$ 5.00	Each, dictated by City code 3-7-6 and 3-9-7
General	Bench permit	\$ 50.00	
General	Burglar alarm systems 3rd false alarm	\$ 25.00	
General	Burglar alarm systems 4th false alarm	\$ 50.00	
General	Burglar alarm systems 5th false alarm	\$ 75.00	
General	Burglar alarm systems 6 and more	\$ 100.00	
General	Card room license fee	\$ 10.00	Each table
General	Commercial vending license fee	\$ 100.00	Annual
General	Copies per page	\$ 0.20	Per page over 100
General	Cost of disk	\$ 10.00	
General	Cutting a curb permit	\$ 10.00	
General	Going out of business license	\$ 25.00	
General	Jewelry auction sale permit	\$ 25.00	
General	Liquor license application fee	\$ 50.00	Dictated by City code 3-9-4
General	Liquor license fee	\$ 562.50	Dictated by City code 3-9-6 and State Title 23, Chpt 9
General	Parade application	\$ 25.00	
General	Returned payments	\$ 20.00	Check or card
General	Solicitor's fee	\$ 25.00	Three months
General	Solicitor's bond	\$ 500.00	
General	Sound truck license	\$ 5.00	Per month
General	Sound truck license	\$ 20.00	Annual
General	Stopping, standing, parking violation, paid in 3 days	\$ 35.00	
General	Stopping, standing, parking violation, paid > 3 days	\$ 50.00	
General	Towing and storing (initial day)	\$ 4.00	Per day
General	Towing and storing (subsequent days)	\$ 1.00	Per day
General	Traffic violation	\$ 100.00	
General	Tree service license	\$ 25.00	
General	Wine license	\$ 200.00	Per retail license and each wine by the drink, annual
Golf	Adult single	\$ 565.00	
Golf	Adult couple	\$ 840.00	
Golf	Senior single	\$ 490.00	
Golf	Senior couple	\$ 765.00	
Golf	Each additional child	\$ 70.00	
Golf	Corporate up to 50 employees	\$ 5,000.00	Plus \$100 for each add'l employee
Golf	Corporate up to 50 employees including spouses	\$ 7,500.00	Plus \$150 for each add'l employee
Golf	College	\$ 315.00	
Golf	Junior	\$ 160.00	
Golf	Non-Resident	\$ 33.50	
Golf	Cart fees stored cart	\$ 265.00	
Golf	Cart fees haul on cart	\$ 185.00	
Golf	Cart fees locker	\$ 40.00	
Golf	Punch card - 10 rounds 9 holes	\$ 120.00	
Golf	Punch card - 10 rounds 18 holes	\$ 150.00	
Golf	Adult/senior 9 holes	\$ 16.00	
Golf	Adult/senior 18 holes	\$ 24.00	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Golf	Junior	\$ 10.00	
Golf	Specials twilight/rainy/windy	\$ 16.00	
Golf	Specials winter (nov-jan)	\$ 10.00	
Historic Preservation	Historic property declaration application	\$ 250.00	
Impact Fee	Impact fee - fire residential	\$ 1,047.58	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - fire non-residential	\$ 0.52	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police residential	\$ 262.18	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police non-residential	\$ 0.13	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - parks residential	\$ 1,818.60	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street single-family	\$ 1,596.19	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street multi-family	\$ 854.53	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street retail	\$ 3.54	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street office	\$ 2.11	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street industrial	\$ 0.65	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street institutional	\$ 0.40	Per sq. ft. (see footnote Impact Fee #1)
IT	Aerial reproduction processing fee	\$ 18.00	(see Footnote IT #1-3)
IT	Aerial reproduction fee per .TIF (1-99 .TIF)	\$ 36.00	(see Footnote IT #1-3)
IT	Aerial reproduction fee (>100 .TIF)	\$ 3,640.00	(see Footnote IT #1-3)
Parks	Auger Falls key deposit	\$ 200.00	Refundable
Parks	Band shell rental (initial day)	\$ 47.17	Per day, plus sales tax
Parks	Band shell rental (subsequent days)	\$ 14.15	Per day, plus sales tax
Parks	Commons stage rental	\$ 47.17	First day, plus sales tax
Parks	Commons stage rental - additional days	\$ 14.15	Plus sales tax
Parks	Commons/Main Ave outlets - all	\$ 75.47	Per day, per block, plus sales tax
Parks	Commons/Main Ave outlets - one	\$ 4.72	Per day, per outlet, plus sales tax
Parks	Court rental	\$ 3.77	Per hour, per court, plus sales tax
Parks	City Park electrical outlets - all	\$ 47.17	Per day, plus sales tax
Parks	City Park electrical outlet - one	\$ 4.72	Per day, per outlet, plus sales tax
Parks	Keg deposit	\$ 50.00	Deposit for the use of a keg at a park
Parks	PA system rental	\$ 14.15	Per day, plus sales tax
Parks	Replacement key (City parks)	\$ 28.30	Plus sales tax
Parks	Rental non-local organizatino damage deposit	\$ 500.00	Refundable
Parks	Shelter rental	\$ 23.58	7 hours, plus sales tax
Parks	Table rental	\$ 9.43	Per 7 hr time block, plus sales tax
Parks	Trash removal (over 500 people, over 3 hours)	\$ 20.00	Per hour for one employee
Parks	Trash removal (over 750 people, over 3 hours)	\$ 40.00	Per hour for two employees
Planning & Zoning	Annexation	\$ 1,200.00	
Planning & Zoning	Appeal or readvertisement at applicant's request	\$ 500.00	
Planning & Zoning	Certificate of appropriateness	\$ 100.00	
Planning & Zoning	Comprehensive plan amendment	\$ 1,500.00	
Planning & Zoning	Home occupation/oversized shed SUP (and appeal)	\$ 100.00	
Planning & Zoning	Investigation fee		Cost of investigation + cost of permit required
Planning & Zoning	Non-conforming building expansion permit	\$ 250.00	
Planning & Zoning	Non-conforming building expansion waiver	\$ 100.00	
Planning & Zoning	Publication costs		Publication costs
Planning & Zoning	PUD or ZDA modification	\$ 1,000.00	
Planning & Zoning	Rezone with PUD/ZDA	\$ 1,500.00	
Planning & Zoning	Rezone without PUD/ZDA	\$ 1,200.00	
Planning & Zoning	Sign - Impound Recovery Fee	\$ 25.00	
Planning & Zoning	Sign - Permanent with inspection	\$ 500.00	
Planning & Zoning	Sign - Permanent without inspection	\$ 100.00	
Planning & Zoning	Sign - Temporary	\$ 25.00	Per sign; per instance
Planning & Zoning	Sign - Temporary: for non-profit & non-commercial	\$ -	
Planning & Zoning	Special use permit	\$ 500.00	

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Planning & Zoning	Special use revocation	\$ 250.00	
Planning & Zoning	Vacation	\$ 700.00	
Planning & Zoning	Variance	\$ 500.00	
Planning & Zoning	Wireless communication facilities (admin)	\$ 500.00	
Planning & Zoning	Wireless communication facilities (SUP)	\$ 1,000.00	
Planning & Zoning	Zoning verification letter - PCR	\$ 250.00	
Planning & Zoning	Zoning title amendment	\$ 1,500.00	
Police	Fingerprinting services	\$ 10.00	For up to 2 cards per person
Police	Pawnshops, brokers, secondhand dealers license	\$ 500.00	Annual
Police	Pawnshops, brokers, secondhand dealers license	\$ 250.00	Semi-annual
Police	Pawnshops, brokers, secondhand dealers license	\$ 50.00	Dealers that purchase < 10 goods per month
Police	Pawnshops, brokers, secondhand dealers violation	\$ 300.00	
Police	Pawnshops employee fingerprint (new)	\$ 43.25	
Police	Private security service license employee (new/renewal)	\$ 50.00	
Police	Private security service license employee application	\$ 25.00	
Police	Private security service license employee admin (renewal)	\$ 15.00	
Police	Private security service license business (new/renewal)	\$ 50.00	
Police	Private security service license business admin (renewal)	\$ 15.00	
Police	Private security service license employee 3rd year (new/renewal)	\$ 50.00	
Police	Private security service license employee 3rd year admin (renewal)	\$ 15.00	
Police	Public records requests labor charge		Labor cost when over 2 hours
Police	Special event permit	\$ 25.00	
Police	Towing administrative costs	\$ 40.00	Processing fee and mailings
Police	Towing private property posted tow-law enforcement sale	\$ 56.00	Processing fee
Police	Transient vendor FBI fingerprint license	\$ 43.25	
Pool	30 day passes water aerobic pass holder	\$ 35.00	Tax exempt
Pool	30 day passes water aerobic non-pass holder	\$ 55.00	Plus sales tax on \$20 pool use fee portion
Pool	300 Mile swim club pass holder	\$ 10.00	Tax exempt
Pool	300 Mile swim club non-pass holder	\$ 20.00	Plus sales tax on \$10 pool use fee portion
Pool	Annual passes family TF	\$ 470.00	Plus sales tax
Pool	Annual passes family non TF	\$ 520.00	Plus sales tax
Pool	Annual passes single TF	\$ 270.00	Plus sales tax
Pool	Annual passes single non TF	\$ 320.00	Plus sales tax
Pool	Annual passes teen, 60 & older TF	\$ 240.00	Plus sales tax
Pool	Annual passes teen, 60 & older non TF	\$ 290.00	Plus sales tax
Pool	Annual passes youth TF	\$ 180.00	Plus sales tax
Pool	Annual passes youth non TF	\$ 210.00	Plus sales tax
Pool	Annual water aerobic pass holder	\$ 275.00	Tax exempt
Pool	Annual water aerobic non-pass holder	\$ 495.00	Plus sales tax on \$220 pool use fee portion
Pool	Birthday party	\$ 85.00	Plus sales tax
Pool	Daily admissions 2 years & under (with paying adult)	\$ -	
Pool	Daily admissions 3-11 years	\$ 2.83	Plus sales tax
Pool	Daily admissions 12-17 years	\$ 3.77	Plus sales tax
Pool	Daily admissions 18-59 years	\$ 4.72	Plus sales tax
Pool	Daily admissions 60 years & older	\$ 3.77	Plus sales tax
Pool	Daily community water safety lessons	\$ 5.00	Plus sales tax on \$1 pool use fee
Pool	Daily locker rental	\$ 0.94	Plus sales tax
Pool	Daily Silver & Fit (up to \$30)	\$ 2.83	Plus sales tax
Pool	Daily SilverSneakers (up to \$21)	\$ 2.83	Plus sales tax
Pool	Hurricanes year around pass holder	\$ 45.00	Tax exempt
Pool	Hurricanes year around non-pass holder	\$ 65.00	Plus sales tax on \$20 pool use fee portion
Pool	Hurricanes summer pass holder	\$ 85.00	Tax exempt
Pool	Hurricanes summer non-pass holder	\$ 115.00	Plus sales tax on \$30 pool use fee portion
Pool	Kayak day	\$ 9.43	Plus sales tax

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Pool	Lane rental, hourly	\$ 25.00	Plus sales tax
Pool	Lifeguard class pass holder	\$ 300.00	Tax exempt
Pool	Lifeguard class non-pass holder	\$ 350.00	Plus sales tax on \$50 pool use fee portion
Pool	Lifeguard class with waterfront pass holder	\$ 350.00	Tax exempt
Pool	Lifeguard class with waterfront non-pass holder	\$ 400.00	Plus sales tax on \$50 pool use fee portion
Pool	Lifeguard class Recertification pass holder	\$ 150.00	Tax exempt
Pool	Lifeguard class Recertification non-pass holder	\$ 175.00	Plus sales tax on \$25 pool use fee portion
Pool	Lifeguard instructor pass holder	\$ 350.00	Tax exempt
Pool	Lifeguard instructor non-pass holder	\$ 400.00	Plus sales tax on \$50 pool use fee portion
Pool	Monthly passes Corporate/CSI Rec Center - family TF	\$ 35.00	Plus sales tax
Pool	Monthly passes Corporate/CSI Rec Center - family non TF	\$ 39.00	Plus sales tax
Pool	Monthly passes Corporate/CSI Rec Center - single TF	\$ 20.00	Plus sales tax
Pool	Monthly passes Corporate/CSI Rec Center - single non TF	\$ 24.00	Plus sales tax
Pool	Monthly passes Corporate/CSI Rec Center - teen, 60 & older TF	\$ 18.00	Plus sales tax
Pool	Monthly passes Corporate/CSI Rec Center - teen, 60 & older non TF	\$ 22.00	Plus sales tax
Pool	Monthly passes family TF	\$ 47.00	Plus sales tax
Pool	Monthly passes family non TF	\$ 52.00	Plus sales tax
Pool	Monthly passes single TF	\$ 27.00	Plus sales tax
Pool	Monthly passes single non TF	\$ 32.00	Plus sales tax
Pool	Monthly passes teen, 60 & older TF	\$ 24.00	Plus sales tax
Pool	Monthly passes teen, 60 & older non TF	\$ 29.00	Plus sales tax
Pool	Monthly passes youth TF	\$ 18.00	Plus sales tax
Pool	Monthly passes youth non TF	\$ 21.00	Plus sales tax
Pool	Monthly personal storage locker TF	\$ 20.00	Plus sales tax
Pool	Monthly personal storage locker non TF	\$ 25.00	Plus sales tax
Pool	Monthly water aerobic pass holder	\$ 25.00	Tax exempt
Pool	Monthly water aerobic non-pass holder	\$ 45.00	Plus sales tax on \$20 pool use fee portion
Pool	Pool rentals (per hour) 1-100 people	\$ 135.00	Plus sales tax
Pool	Pool rentals (per hour) 101-300 people	\$ 25.00	Each add'l 25, plus sales tax
Pool	Pool rentals (per hour) 301-500 people	\$ 15.00	Each add'l 25, plus sales tax
Pool	Private swim lessons pass holder	\$ 95.00	Tax exempt
Pool	Private swim lessons non-pass holder	\$ 115.00	Plus sales tax on \$20 pool use fee portion
Pool	Private swim lessons reschedule fee	\$ 10.00	Tax exempt
Pool	Punch passes 3-11 years	\$ 45.00	Plus sales tax
Pool	Punch passes 12-17 years	\$ 60.00	Plus sales tax
Pool	Punch passes 18-59 years	\$ 75.00	Plus sales tax
Pool	Punch passes 60 years & older	\$ 60.00	Plus sales tax
Pool	Summer passes family TF	\$ 140.00	Plus sales tax
Pool	Summer passes family non TF	\$ 155.00	Plus sales tax
Pool	Summer passes single TF	\$ 80.00	Plus sales tax
Pool	Summer passes single non TF	\$ 95.00	Plus sales tax
Pool	Summer passes teen, 60 & older TF	\$ 72.00	Plus sales tax
Pool	Summer passes teen, 60 & older non TF	\$ 87.00	Plus sales tax
Pool	Summer passes youth TF	\$ 54.00	Plus sales tax
Pool	Summer passes youth non TF	\$ 63.00	Plus sales tax
Pool	Swim lessons pass holder	\$ 40.00	Tax exempt
Pool	Swim lessons non-pass holder	\$ 55.00	Plus sales tax on \$15 pool use portion
Pool	Swim meet rental	\$ 1,000.00	Per hour, plus sales tax
Pool	Water aerobic drop-in	\$ 10.00	Plus sales tax on \$5 pool use fee portion
Pool	Water babies pass holder	\$ 20.00	Tax exempt
Pool	Water babies non-pass holder	\$ 30.00	Plus sales tax on \$10 pool use fee portion
Pool	Water safety instructor pass holder	\$ 300.00	Tax exempt
Pool	Water safety instructor non-pass holder	\$ 350.00	Plus sales tax on \$50 pool use fee portion
Pool	Youth aquatic pass holder	\$ 25.00	Tax exempt

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Pool	Youth aquatic non-pass holder	\$ 35.00	Plus sales tax on \$10 pool use fee portion
Recreation	Adult League night field use - 6-11pm	\$ 80.00	Per field, plus sales tax
Recreation	Adult League field day use	\$ 60.00	Per field, plus sales tax
Recreation	Tournament fees full day (> 6 hours)	\$ 50.00	Plus sales tax
Recreation	Tournament fees half day (< 6 hours)	\$ 25.00	Plus sales tax
Recreation	Tournament fees field preparation	\$ 35.00	Plus sales tax
Recreation	Tournament fees hour cost of crew	\$ 30.00	Plus sales tax
Recreation	Youth fees for league (non-city) day (max 5 hours)	\$ 40.00	Plus sales tax
Recreation	Youth fees for league (non-city) night (5pm-11pm)	\$ 50.00	Plus sales tax
Recreation	Youth sports in city	\$ 27.00	Plus sales tax
Recreation	Youth sports out city	\$ 47.00	Plus sales tax
Recreation	Skate rental	\$ 4.72	Plus sales tax
Shoshone Falls/DL	Motorized vehicles other than buses	\$ 4.72	Per day, plus sales tax
Shoshone Falls/DL	Motorized vehicles buses	\$ 18.87	Per day, plus sales tax
Shoshone Falls/DL	Motorized vehicles school buses full of children	\$ 4.72	Per day, plus sales tax
Shoshone Falls/DL	Motorized vehicles licensed by City, County, State and/or Fed Govt	\$ -	No fee while on official business
Shoshone Falls/DL	Motorized vehicles maintenance and service of the City and utility co.	\$ -	No fee while on official business
Shoshone Falls/DL	Motorized vehicles transporting a senior citizen w/America the Beautiful Senior Pass	\$ -	No fee
Shoshone Falls/DL	Motorized vehicles transporting physically disabled	\$ -	No fee
Shoshone Falls/DL	Motorized vehicles season pass	\$ 23.58	Per vehicle, plus sales tax
Shoshone Falls/DL	Motorized vehicles coupon book	\$ 28.30	20 coupons, plus sales tax
Utility Billing	Pressurized Irrigation - residential property - non-potable	\$ 0.001931	Per sq. ft. per month
Utility Billing	Pressurized Irrigation - residential property - potable	\$ 0.002272	Per sq. ft. per month
Utility Billing	Pressurized Irrigation - commercial property	\$ 0.002272	20% of size in square feet
Utility Billing	Pressurized Irrigation - drip only	\$ -	Pressurized irrigation is used for drip only. Offered through application.
Utility Billing	Pressurized Irrigation - processing fee	\$ 7.18	Per month, on "only PI" accounts; i.e. no potable water connection at the address
Utility Billing	Water monthly base rate	\$ 21.36	Includes first 2,000 gallons of water supplied
Utility Billing	Water monthly 3,000 to 150,000	\$ 2.071833	Per thousand gallons
Utility Billing	Water monthly 151,000 to 10,000,000	\$ 0.946613	Per thousand gallons
Utility Billing	Water monthly >10,001,000	\$ 0.681856	Per thousand gallons
Utility Billing	Wastewater monthly user charges		Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group I - residential - single family		
Utility Billing	Wastewater Group I - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group I - usage	\$ 0.65	Per thousand gallons of metered water usage for the first 12,000 gallons used each month
Utility Billing	Wastewater Group I - residential - multi-family, including duplexes, apartments, and mobile home parks		
Utility Billing	Wastewater Group I - base rate	\$ 19.96	Per dwelling unit. Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group I - capital construction fee	\$ 2.40	
Utility Billing	Wastewater Group II - commercial - office buildings, hotels/motels (without restaurants), retail & wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations		
Utility Billing	Wastewater Group II - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group II - usage	\$ 1.59	Per 1,000 gallons
Utility Billing	Wastewater Group III - commercial - hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries		
Utility Billing	Wastewater Group III - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group III - usage	\$ 3.50	Per 1,000 gallons
Utility Billing	Wastewater Group IV - institutional - churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges with the exception of elementary and other public schools		
Utility Billing	Wastewater Group IV - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group IV - usage - elementary school	\$ 0.387450	Per pupil, based on the student enrollment the 1st day of school year
Utility Billing	Wastewater Group IV - usage - other schools	\$ 0.703868	Per pupil, based on the student enrollment the 1st day of school year

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Utility Billing	Wastewater Group IV - usage - all others	\$ 1.628366	Per 1,000 gallons
Utility Billing	Wastewater Group V - industrial - all large volume and industrial process waste dischargers		
Utility Billing	Wastewater Group V - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group V - usage	\$ 0.646826	Per 1,000 gallons
Utility Billing	Wastewater Group V - Biological Oxygen Demand (BOD)	\$ 0.286283	Per pound
Utility Billing	Wastewater Group V - Total Suspended Solids (TSS)	\$ 0.280901	Per pound
Utility Billing	Wastewater Group VI - City of Kimberly		
Utility Billing	Wastewater Group VI - base rate	\$ 24.61	Use of the wastewater collection and treatment system
Utility Billing	Wastewater Group VI - usage	\$ 0.646826	Per 1,000 gallons
Utility Billing	Wastewater Group VI - Biological Oxygen Demand (BOD)	\$ 0.286283	Per pound
Utility Billing	Wastewater Group VI - Total Suspended Solids (TSS)	\$ 0.280901	Per pound
Utility Billing	Wastewater Group VI - capital recovery charge	\$ 1,119.60	
Utility Billing	Sanitation - single family residential 95-gallon cart	\$ 19.62	Garbage and recycling
Utility Billing	Sanitation - single family residential 65-gallon cart	\$ 17.29	Garbage and recycling
Utility Billing	Sanitation - single family residential 35-gallon cart	\$ 14.93	Garbage and recycling
Utility Billing	Sanitation - multi-dwelling 95-gallon cart	\$ 19.62	Garbage and recycling
Utility Billing	Sanitation - additional 95-gallon cart	\$ 3.00	Garbage and recycling - requires a 12 month commitment
Utility Billing	Bulk water usage - fire hydrant		Standard water rates
Utility Billing	Bulk water usage - fill station	\$ 60.00	Per month fill station is open
Utility Billing	Commercial class sewer relief		See footnote Utility Billing #1
Utility Billing	Delinquent accounts	10%	Percent of past due (see footnote Utility Billing #3)
Utility Billing	Fee for hydrant meters	\$ 100.00	
Utility Billing	Fill station key deposit	\$ 150.00	Refunded upon return
Utility Billing	Incidental costs		Determined by the Water Superintendent
Utility Billing	Meter turn-on (new service)	\$ 10.00	Processing the application and turning on water at existing meter each time the water is turned on
Utility Billing	Meter turn-on (after off for delinquent payment)	\$ 35.00	See footnote Utility Billing #2
Utility Billing	Meter turn-on (after off for delinquent payment) - after first violation	\$ 70.00	See footnote Utility Billing #2
Utility Billing	Relocation of PI service	\$ 160.00	
Utility Billing	Rock excavation		Determined by the Water Superintendent
Utility Billing	Service fee - after hours (repairs, on/off, etc)	\$ 80.00	Not for closing accounts
Utility Billing	Wastewater flow measuring device		User's expense for separate meter
Utility Billing	Water leak adjustments		Determined by the City Manager or designated rep.
Utility Billing	Water meter tampering fine	\$ 200.00	

MASTER CITY-WIDE FEE SCHEDULE FOOTNOTES

Depart.	Ref.	Footnote
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Airport	1	Annual rent shall be subject to annual escalation on October 1 of each year. An annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)).
	2	A landing fee shall be assessed for any aircraft operating under Federal Aviation Regulation Parts 121 or 135 or any aircraft with a maximum gross landing weight equal to or greater than 12,500 pounds.
	3	A charge shall be applied to process a permit for a non-tenant permit. The permits are valid for 12 months.
	4	The airport must provide ARFF (Aircraft Rescue/Firefighting) service for the scheduled arrival, and or departure of any commercial aircraft with a seating capacity greater than 9 seats and carrying passengers on board. The ARFF fee will be charged for each morning departure and each arrival staying overnight. In addition, each aircraft, not staying overnight, that arrives and deplanes passengers and then enplanes passengers and departs will be subject to one ARFF charge for both the arrival and departure.
	5	The airport must provide additional security service for the departure of any commercial service or public charter aircraft with a seating capacity greater than 60 seats and carrying passengers on board. An exception is for diversion aircraft that stop for fuel only and do not board or re-board passengers. Security service begins fifteen minutes prior to the aircraft estimated time of arrival or passenger processing time, as applicable, and ends fifteen minutes after aircraft actual departure time. No-notice cancellations will be assessed for two hours of service.
	6	The survey & recording fee will help cover the costs for the airport to comply with the requirements of I.C. Title 54, chapter 12 and I.C. Title 55, Chapter 19. It is applicable for new ground leases issued after its adoption. The airport will contract with professional surveyors to create a legal description & prepare a Record of Survey and record same with the County Recorder's office.
	7	Airport rates & fees are subject to change. Additional charges such as taxes and assessments may also apply.
Building	1	*Building Valuation Data from the International Code Council, published each August, will be adopted starting October 1st each year for all residential and commercial projects. For remodels and tenant improvements, use IBC Section 109.3 for estimating permit values. IBC Section [A] 109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.
	2	Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
	3	Mechanical, Electrical and Plumbing Residential – New Construction – Flat fee based on the entire floor area of the home including finished and unfinished basements, but excluding garages and covered patios. Separate permit required for each trade.

Building, continued	4	Mechanical, Electrical and Plumbing – Other Installations - Including, but not limited to, temporary construction electrical service, change of residential electrical service, electrical wiring for installation of residential spas, hot tubs, hydro massage tubs, swimming pools, electric space heating, outline lighting, air conditioning, water/sewer installations, and electrical wiring for commercial installation of signs and outline lighting.
	5	Mechanical, Electrical, Plumbing Small work permit. Small work is defined as a job with total cost including material and labor that does not exceed five hundred dollars (\$500.00). Small work does not include any job with a specifically designated fee in this resolution. Small work also includes, regardless of total cost, the installation of: Residential water heaters up to 100 gallons, water softeners and other single unit appliances, sprinkler system backflow prevention, bathroom exhaust fans, dryer ducts, and/or extension of forced supply and return ducts up to 25 feet in length.
	6	Permit fees are due upon commencement of work and must be paid prior to inspections being performed. The Building Official may assess an escalating penalty as established herein, for failure to obtain a permit and pay the required fees. Penalties are assessed in addition to the permit fee and must be paid prior to commencement of work and any inspections being done.
Impact Fee	1	On January 1, 2015, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for inflation increases in the cost of providing police, fire, parks and recreation, and street public facilities to serve new development utilizing the municipal cost index as published by "American Cities And County Magazine". Nothing herein shall prevent the city from electing to maintain a then existing police, fire, parks and recreation, and street impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by city council resolution. (Ord. 3074, 8-24-2014)
City Manager	1	Wraps will be sold in 12-month increments with a 20% discount offered for a two-year (24-month) commitment. Advertiser will also cover the cost of the installation of the wrap as well as the cost of removal.
IT	1	EXEMPTIONS FOR CITY WORK: If the data is needed to perform work assigned to the contractor or consultants by the city, the city of Twin Falls may provide contractors or consultants electronic data at no charge under this chapter. Only the data for the area under contract will be provided.
	2	REPRODUCTION: All electronic data or related material provided by the city of Twin Falls may not be reproduced or resold to any person to whom the data is provided without the express written consent of the City of Twin Falls.
	3	DISCLAIMER: The GIS information is provided with the understanding that conclusions drawn from such information is solely the responsibility of the user. This GIS data is not a legal representation of any of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. All utilities should be verified in the field.
Utility Billing	1	Any commercial class customer may request relief from his sewer billing. If the City is convinced that the user's billing has increased because of irrigation water use or evaporative cooling alone, relief will be given. The relief adjustment will be based on the difference between the user's monthly usage from May 1 through October 31 and November 1 through April 30. Refunds will only be made if the City decides the request is appropriate. Any request for relief must be submitted within six (6) months after the application's submission year.

Utility Billing, continued	2	Services are subject to penalty and may be discontinued at any time for the following reasons: • Delinquent account • Failure to keep payment arrangements • Returned check or denied electronic payment • A violation of city code pertaining to water, sewer, or sanitation • Application fraud The City may enter into a payment agreement with a customer for delinquent balances. Interest charges shall be applied to the delinquent balance during the term of the agreement. Any breach of the payment agreement shall be grounds for termination of service.
	3	Utility payments are due twenty-one (21) days after the billing date. Amounts due for the previous months' bills over \$10.00, which are unpaid after that time, are subject to a late fee of 10%.

In some settings the City collects fees on behalf of other agencies and those fees can change without notice. Those fees are not reflected in this resolution.



Date: Monday, December 2, 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 allocate \$1,208,000 Park Impact Fees to fund the Canyon Trail Junction Project.

Time Estimate:

Allow approximately 10 minutes for presentation, questions and discussion.

Background:

On September 30, 2024, Council approved a request from staff to enter into negotiations with Wright Brothers for a CM/GC contract for the construction of the Canyon Trail Junction. As part of the negotiation, Wright Brothers supplied an estimate for the project in order to establish fees. In order to execute the contract and proceed with project in good faith, Staff is requesting Council allocate Park Impact Fees to cover the estimated project cost. In 2019, Council allocated \$600,000 for the development of the trailhead project. Some of those funds have been spent on the project, the remaining balance is reflected in the current Park Impact Fee balance. Today, the project estimate is \$1,707,731. Chobani has committed \$500,000 to the project, leaving potentially \$1,207,731 to be funded. The Park Impact Fee account currently has \$1,478,551 available funds.

Park Impact Fees are collected to offset the strain placed on the park system by residential development and growth. Staff has determined that Canyon Trail Junction development is an appropriate use of Park Impact Fees.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Park Impact Fee balance is \$1,478,551, which is adequate to cover the request. Approval will dedicate \$1,208,000 of the \$1,478,551 toward the project. Staff will return with a Guaranteed Maximum Price at a later date.

Regulatory Impact:

Council approval will allocate the funds from Park Impact Fees, and allow staff to proceed with the project.

History:

N/A

Analysis:

N/A

Conclusion:

Staff deems this project is an appropriate use of Park Impact Fees, is committed to preparing responsible project and budget, and recommends council approve the request.

Attachments:

None



Date: Monday, December 2, 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 accept the CM/GC contract for the Canyon Trail junction project with Wright Brothers and authorize the Mayor to sign.

Time Estimate:

Allow approximately 10 minutes for presentation of request, questions, and any deliberation.

Background:

On September 30, 2024, after staff completion of a Request for Qualifications process in August 2024, City Council approved staff's request to enter into negotiations with Wright Brothers to provide Construction Manager/General Contractor services for the construction of Canyon Trail Junction and Chobani Wellness Park located at the corner of Poleline and Eastland.

Representatives from the City met with Wright Brothers to negotiate the contract, following the process outlined in Idaho Code section 67-2320. State Code defines this process as follows:

Selection of Professional Engineering and Architectural Services: Idaho Code Section 67-2320 (PROFESSIONAL SERVICE CONTRACTS WITH DESIGN PROFESSIONALS, CONSTRUCTION MANAGERS AND PROFESSIONAL LAND SURVEYORS), states that "...all public agencies and political subdivisions of the state of Idaho and their agents shall make selections for professional engineering, architectural, landscape architecture, construction management and professional land surveying services...on the basis of qualifications and demonstrated competence and shall negotiate contracts or agreements for such services on the basis of demonstrated competence and qualifications for the type of services required at fair and reasonable prices."

CM/CQ Process: Idaho Code Section 54-4511 describes how the construction manager/general contractor (CM/GC) service can be used by Idaho localities. This section states "...A licensed construction manager and the firm of which he is a principal or full-time employee may be awarded a contract to act as both construction manager and general contractor provided the construction manager/general contractor has a valid public works contractor license as a general contractor pursuant to section 54-1902, Idaho Code." See Regulations section of this Agenda Statement). The contract is attached for the City Council's review and consideration.

Members of Wright Brothers team will be available to answer any questions.

The contract has been reviewed by Twin Falls City Attorney Bruce Castleton.

Approval Process:

A simple majority will approve this request.

Budget Impact:

The project will be paid for with funds from park impact fees and a donation from Chobani. Upon determination of the GMP (Guaranteed Maximum Price), the agreed upon fee for CM/GC services will be 8.5% of the cost of the project.

Regulatory Impact:

Approval of the request will authorize the Mayor to sign the contract and allow staff to move forward with the Canyon Trail Junction project. Staff will return with a Guaranteed Maximum Price for council review and approval.

History:

N/A

Analysis:

N/A

Conclusion:

Staff confirms that all processes defined by State Code have been followed, believe the negotiated price is reasonable, and recommends council approval.

Attachments:

1. Twin Falls Canyon Trail Junction Development - Signed-WB
2. Twin Falls Canyon Trails Final Contract-WB

November 13, 2024

Chance Munns and Wendy Davis
City of Twin Falls Parks and Recreation
136 Maxwell Ave
Twin Falls, Idaho 83301

RE: RFQ Response - Proposal for Preconstruction CM/GC Services
Canyon Trail Junction Development

Mr. Munns and Mrs. Davis,

Wright Brothers, The Building Company submits this proposal to provide Preconstruction Services for the Canyon Trail Junction Development project in Twin Falls, Idaho, as part of the CM/GC delivery approach.

The project includes the construction of a waterwise trailhead along the Canyon Rim Trail, covering 3 acres of existing land, 2 additional undeveloped acres, and 1 acre of asphalt parking, gravel driveway, and fire lane. The scope is to include a new roadway approach, expanded parking, installation of a prefabricated restroom on a concrete pad with ADA-accessible pathways, as well as gravel and concrete trails. The site also features a paver patio, artificial turf, drip irrigation, shade structures, and benches, per the RFQ.

Wright Brothers will provide pre-construction services detailed throughout this proposal with the intent of providing the construction phase scope of work. Anticipating execution of the contract using this as an exhibit for pre-construction services, Wright Brothers will provide a Guaranteed Maximum Price, followed by an amendment to the contract.

Intent of Contract and Contract Type

Contract Type: *(AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, where the basis of payment is the Cost of the Work Plus Fee with a Guaranteed Maximum Price)*

It is our intention that both parties enter into a Standard Agreement Contract Agreement between Owner and Construction Manager. General content has been input based on our current knowledge and understanding of the project. All comments and input are subject for review and approval between the Owner and Construction Manager. Wright Brothers will provide a Guaranteed Maximum Price (GMP) for the construction services through successful completion of the project. Upon acceptance of the GMP, the contract would be amended to incorporate the additional scope of work. The proposed Construction Management fee is 8.5%, per contract.

Pre-Construction and Construction Target Dates

The pre-construction timeline is understood, as time is of the essence based on the historical situation of the project and community needs. Due to the circumstances involved with the project and the owner's preference to start construction as soon as possible with a potential Spring / Summer 2025 grand opening

date. Wright Brothers intends for pre-construction services to be current date through early December. This would include approved final budget, drawings, and permit submission. Wright Brothers intends for the construction phase to begin January 2025 and conclude June 2025.

Proposed Project Pre-Construction Services

- Consult and provide recommendations on all aspects of the project.
- Work directly with the City of Twin Falls staff, the Owners, and design team to review the project and visit the work areas to become familiar with the project and each team member's responsibilities.
- Work cooperatively and coordinate with all applicable City, County, and State agencies as well as property owners of adjacent active developments.
- Coordinate with any other applicable entities/agencies to ensure the design schedule is met and ensure a timely construction start date.
- Coordinate/Define a comprehensive logistics plan including defining construction site plan/layout, pedestrian access/egress, construction access, delivery plan, and right of way work.
- Develop safety and security plan for the duration of the project including appropriate fencing, signage, mutually agreed upon security systems, and temp site lighting.
- Engage and develop an environmental plan for potential unsuitable soils and miscellaneous environmental impacts due to pre-existing conditions.
- Establish a quality management plan including procedures to protect the project quality of work while remaining value/budget coconscious.
- Review design drawings and specifications to identify clarity and constructability issues. Provide cost estimates and information regarding cost analysis of materials, phasing, logistics, and material procurement needs. A contingency will be utilized at the direction of the project team.
- Work with staff to develop a project schedule (Microsoft Project) utilizing the critical path method (CPM) including project milestones.
- Obtain competitive bids for all work, materials, and equipment, through the public bidding process.
- Develop and obtain trade contract documents including subcontractor bid packages, scoping documents, contracts, and bid clarifications, value engineering options, potential long lead items, general scheduling, labor/resource allocation and availability.
- Conduct pre-bid meetings to include site visits/tours with applicable entities and potential contractors.
- Work with all applicable City agencies, the Owners, and design team to value engineer the design and reconcile budget overruns as needed.
- Research and coordinate with specialty contractors and vendors on specialized items.
- Work with the Owner to derive and negotiate the project Guaranteed Maximum Price.

General Pre-Construction Services

- Using the CMAA Construction Management Standards of Practice, Wright Brothers will develop a Construction Management Plan defining Project Management, Cost Management, Time Management, Quality Management, Contract Administration, and



**WRIGHT
BROTHERS**

IDAHO PUBLIC WORKS LICENSE: 12026-U-1-2-3-5

IDAHO STATE CONTRACTOR LICENSE: RCE-31994

IDAHO CONSTRUCTION MANAGEMENT LICENSE: #020111, #046697, #035301

Safety Management addressing all applicable phases (Design Phase, Procurement Phase, Construction Phase and Post Construction Phase).

Pre-Construction Budget and Labor Rates

Pre-Construction service billings will be applied on a monthly basis or negotiated time frame. Only actual labor hours with applicable labor rates (**EXHIBIT A**) will be charged and hours to be tracked monthly in correspondence with managing the overall pre-construction services budget. WBTBC specifically excludes any costs not directly related to labor and any additional expenses pre-approved or by written authority or by the Owner will be treated as an additional service or reimbursable. WBTBC proposes a Not-to-Exceed (NTE) value of \$10,000. The NTE budget of \$10,000 is only applicable to current pre-construction services. If the overall project is split into phases or the overall scope changes, WB reserves the right to negotiate additional compensation for potential change in scope.

Thank you for the opportunity to submit our pre-construction proposal for the Canyon Trail Junction Development project. We look forward to participating as a partner on this project to ensure total project success and an enjoyable experience for all.

Please contact me with any questions or concerns.

Sincerely,

Trevor Wright
Owner/President
208.869.9260 (direct)
tjwright@wbnation.com



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2024
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Twin Falls
136 Maxwell Ave.
Twin Falls, ID 83301
Chance Munns - Project Superintendent
(208) 736-2265
cmunns@tfid.org

and the Construction Manager:
(Name, legal status, address, and other information)

Wright Brothers, The Building Company, Eagle LLC
70 N Short RD.
Eagle, ID 83616
Trevor Wright - Owner /
President
(208) 869-9260
tjwright@wbnation.com

for the following Project:
(Name, location, and detailed description)

City of Twin Falls, Canyon Trail Junction Development
SE Corner of Poleline RD and Eastland
Twin Falls, ID 83301
Construction of a waterwise trailhead along the Canyon Rim Trail, including 3 acres of existing land, 2 additional undeveloped acres, and 1 acre of asphalt parking, gravel drive, and fire lane. The scope is to include a new roadway approach, expanded parking, installation of a prefabricated restroom on a concrete pad with ADA-accessible pathways, as well as gravel and concrete trails. The scope also features a paver patio, artificial turf, drip irrigation, shade structures, and benches.

The Architect:
(Name, legal status, address, and other information)

Stack Rock Group
404 S. 8th Street #300A1
Boise, ID 83702
Will Howard - CO-Founder / COO
(208) 345-0500
will@stackrockgroup.com

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Construction Manager agree as follows.



Init.

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User Notes:

(3B9ADA48)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

Request for Qualification dated August 1, 2024

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

NA

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The project site 42.591701 - 114.439944, on the SE corner of Poleline Road and Eastland in Twin Falls, ID. The scope consists of the construction of a waterwise trailhead along the Canyon Rim Trail, including 3 acres of existing land, 2 additional undeveloped acres, and 1 acre of asphalt parking, gravel drive, and fire lane. The scope is to include a new roadway approach, expanded parking, installation of a prefabricated restroom on a concrete pad with

ADA-accessible pathways, as well as gravel and concrete trails. The scope also features a paver patio, artificial turf, drip irrigation, shade structures, and benches.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

Budget is to be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Proposal and desired schedules to be established post contract execution and amended to contract if required.

.2 Construction commencement date:

Proposal and desired schedules to be established post contract execution and amended to contract if required.

.3 Substantial Completion date or dates:

Proposal and desired schedules to be established post contract execution and amended to contract if required.

.4 Other milestone dates:

Proposal and desired schedules to be established post contract execution and amended to contract if required.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Not applicable at this time, or will be amended with construction contract

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Not applicable at this time, or will be amended with construction contract

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See Preconstruction proposal.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Init.

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User Notes:

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Chance Munns
Wendy Davis
City of Twin Falls, Parks and Recreation
136 Maxwell Ave
Twin Falls, ID 83301
(208) 736-2265
cmunns@tfid.org
wdavis@tfid.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Trevor Wright - Wright Brothers
(208) 869-9260
tjwright@wbnation.com
Rob Faddick - Wright Brothers
rfaddick@wbnation.com
70 N Short Rd.
Eagle, ID 83616

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

See below

.2 Civil Engineer:

See below

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Stack Rock Group and all-inclusive consultants

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Stack Rock Group
404 S. 8th Street #300A1
Boise, ID 83702
Will Howard - CO-Founder / COO
(208) 345-0500
will@stackrockgroup.com
Kylie Gardner & Associates

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Trevor Wright - Owner / President
(208) 869-9260
tjwright@wbnation.com
Rob Faddick - VP of Operations
rfaddick@wbnation.com
(208) 938-6000
70 N. Short Rd.
Eagle, ID 83616

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

To be determined and discussed with Owner and CM

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

To be determined and discussed with Owner and CM

§ 1.1.15 Other Initial Information on which this Agreement is based:

To be determined and discussed with Owner and CM

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and

judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term “Contractor” as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See Pre-construction proposal.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner’s execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

See Pre-construction proposal.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Pre-construction proposal.

Individual or Position	Rate
------------------------	------

See Pre-construction proposal.

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

Init.

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User Notes:

(3B9ADA48)

(Insert rate of monthly or annual interest agreed upon.)

8 % Annual

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

8.5%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Wright Brothers will hold 8.5%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

All changes in the scope and pricing for changes will be presented and explained with associated back up.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed five percent (5 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Not applicable at this time, to be determined or amended.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

See Pre-construction proposal. To be presented at initial budget and option review.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See Exhibit A, Employee Charge out Rates. Applicable rates include; Owners, VP, PM, Super, and PE

§ 7.2.3 Wages and salaries of the Construction Manager’s supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Potential subcontractor retainage to be presented and approved by Owner and to be released upon project conditions prior to project completion.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Not applicable

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Not applicable

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

8 % Annual

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and

that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds - See attached Bonding letter

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other Insurance - See attached Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

To be determined by Owner and CM

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed: Not applicable

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Preconstruction Proposal	Wright Brothers, Twin Falls Canyon Trail Junction Preconstruction Proposal	11/13/2024	3

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Preconstruction scope & intent Proposal
 Exhibit A -2024 Employee Charge Out Rates

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*
 Ruth Pierce Mayor of Twin Falls, Idaho
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*
 Trevor Wright Owner / President
(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:36:52 MT on 11/13/2024.

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AGREEMENT made as of the day of in the year -2024

...

City of Twin Falls
136 Maxwell Ave.
Twin Falls, ID 83301
Chance Munns - Project Superintendent
(208) 736-2265
cmunns@tfid.org

...

Wright Brothers, The Building Company, Eagle LLC
70 N Short RD.
Eagle, ID 83616
Trevor Wright - Owner /

...

President

...

(208) 869-9260
tjwright@wbnation.com

...

City of Twin Falls, Canyon Trail Junction Development
SE Corner of Poleline RD and Eastland
Twin Falls, ID 83301

Construction of a waterwise trailhead along the Canyon Rim Trail, including 3 acres of existing land, 2 additional undeveloped acres, and 1 acre of asphalt parking, gravel drive, and fire lane. The scope is to include a new roadway approach, expanded parking, installation of a prefabricated restroom on a concrete pad with ADA-accessible pathways, as well as gravel and concrete trails. The scope also features a paver patio, artificial turf, drip irrigation, shade structures, and benches.

...

Stack Rock Group

404 S. 8th Street #300A1
Boise, ID 83702
Will Howard - CO-Founder / COO
(208) 345-0500
will@stackrockgroup.com

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Request for Qualification dated August 1, 2024

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NA

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The project site 42.591701 - 114.439944, on the SE corner of Poleline Road and Eastland in Twin Falls, ID. The scope consists of the construction of a waterwise trailhead along the Canyon Rim Trail, including 3 acres of existing land, 2 additional undeveloped acres, and 1 acre of asphalt parking, gravel drive, and fire lane. The scope is to include a new roadway approach, expanded parking, installation of a prefabricated restroom on a concrete pad with ADA-accessible pathways, as well as gravel and concrete trails. The scope also features a paver patio, artificial turf, drip irrigation, shade structures, and benches.

...

Budget is to be determined

...

Proposal and desired schedules to be established post contract execution and amended to contract if required.

...

Proposal and desired schedules to be established post contract execution and amended to contract if required.

...

Proposal and desired schedules to be established post contract execution and amended to contract if required.

...

Proposal and desired schedules to be established post contract execution and amended to contract if required.

...

Not applicable at this time, or will be amended with construction contract

...

Not applicable at this time, or will be amended with construction contract

...

See Preconstruction
proposal.

PAGE 5

Chance Munns
Wendy Davis
City of Twin Falls, Parks and Recreation
136 Maxwell Ave
Twin Falls, ID 83301
(208) 736-2265
cmunns@tfid.org
wdavis@tfid.org

...

Trevor Wright - Wright Brothers
(208) 869-9260
tjwright@wbnation.com
Rob Faddick - Wright Brothers
rfaddick@wbnation.com
70 N Short Rd.
Eagle, ID 83616

...

See below

...

See below

...

Stack Rock Group and all-inclusive consultants

...

Stack Rock Group
404 S. 8th Street #300A1
Boise, ID 83702
Will Howard - CO-Founder / COO
(208) 345-0500
will@stackrockgroup.com
Kylie Gardner & Associates

PAGE 6

Trevor Wright - Owner / President
(208) 869-9260

tjwright@wbnation.com
Rob Faddick - VP of Operations
rfaddick@wbnation.com
(208) 938-6000
70 N. Short Rd.
Eagle, ID 83616

...

To be determined and discussed with Owner and CM

...

To be determined and discussed with Owner and CM

...

To be determined and discussed with Owner and CM

PAGE 9

See Pre-construction proposal.

PAGE 12

See Pre-construction proposal.

...

See Pre-construction proposal.

...

See Pre-construction proposal.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

PAGE 13

8 % Annual

...

8.5%

...

Wright Brothers will hold 8.5%

...

All changes in the scope and pricing for changes will be presented and explained with associated back up.

...

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed five percent ~~(5 %)~~ of the standard rental rate paid at the place of the Project.

...

Not applicable at this time, to be determined or amended.

...

See Pre-construction proposal. To be presented at initial budget and option review.

PAGE 14

See Exhibit A, Employee Charge out Rates. Applicable rates include; Owners, VP, PM, Super, and PE

PAGE 15

§ 7.4 Costs of Materials and Equipment Incorporated in the-Completed Construction

PAGE 18

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

PAGE 20

5%

...

Not applicable

...

Potential subcontractor retainage to be presented and approved by Owner and to be released upon project conditions prior to project completion.

...

Not applicable

PAGE 21

Not applicable

...

~~%-8~~ % Annual

PAGE 22

[-] Arbitration pursuant to Article 15 of AIA Document A201-2017

...

[X] Litigation in a court of competent jurisdiction

...

[-] Other: (*Specify*)

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§ 14.3 Insurance and Bonds - See attached Bonding letter

...

§ 14.3.1.6 Other Insurance - See attached Insurance

PAGE 25

To be determined by Owner and CM

...

.5 Building Information Modeling Exhibit, if completed: Not applicable

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Preconstruction Proposal

Wright Brothers, Twin
Falls Canyon Trail
Junction Preconstruction
Proposal

11/13/2024

3

...

Preconstruction scope & intent Proposal

...

Exhibit A -2024 Employee Charge Out Rates

...

Ruth Pierce Mayor of Twin Falls, Idaho

Trevor Wright Owner / President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:36:52 MT on 11/13/2024 under Order No. 4104244747 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



Date: Monday, December 2, 2024
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

Request to approve the Program Year 2023 Consolidated Annual Performance and Evaluations Report. (PY23 CAPER).

Time Estimate:

Approximately 15 minutes for Presentation.

Background:

This is a request to approve the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) program.

Approval Process:

After the end of every program year, the City is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER).

Before approval from the City Council, the CAPER underwent a 15-day comment period. The comment period has now concluded and the Draft CAPER is attached for your review and approval. Once approved, the CAPER will be submitted to HUD for review and approval.

Budget Impact:

n/a

Regulatory Impact:

The CDBG is regulated by 24 CFR 570, which is a section of the Federal Code that deals specifically with CDBG and how it is administered.

History:

The CDBG Program was approved to be created by the City Council in October 2019. The 5 year Consolidated Plan (2020-2024) was approved by HUD in 2021 and underwent a major revision to direct resources to our downtown census tract in 2022.

With the City Budget for FY24 we have allocated ~\$900k for the City Park Bathroom project, to be funded through the CDBG Program. In early November we signed an addendum contract with Laughlin Ricks Architecture to update the building plans, and begin the process to bid the project. We anticipate the project to be bid in December with construction to happen this next spring/summer.

Analysis:

The CAPER is a report on the expenditures of the CDBG program as well as the City's involvement in the efforts to address homelessness. \$4,563.00 of CDBG funds have been expended during the 2023 program year. Attached is the report on how the funds are broken out into different categories related to the CDBG program. No comments on the CAPER were received during the public comment period.

Conclusion:

Staff Recommends approval of the 2023 Consolidated Annual Performance Report (CAPER) with the following conditions;

1. Subject to minor amendments required by Staff or the Department of Housing and Urban Development to meet federal regulations.

Attachments:

1. 2023 CAPER Draft for Publication



City of Twin Falls

2023 Consolidated Annual Performance and Evaluation Report

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
COVID-19 Response - Public Facilities and Infrastructure	Non-Housing Community Development	CDBG-CV: \$ \$399,137.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	0	0.00%	0	0	0
Program Administration	Program Administration	CDBG: \$ \$.00 CDBG-CV: \$.00	Other	Other	2	0	0.00%	1	0	0.00%
Public Facilities and Infrastructure	Non-Housing Community Development	CDBG: \$1,233,236.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	0	0.00%	2910	0	0.00%

Accomplishments – Program Year & Strategic Plan to Date – Table 1

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The PY2023 Consolidated Annual Performance and Evaluation Report (CAPER) addresses the priorities identified in the PY2022 Annual Action Plan and the PY2020-2024 Consolidated Plan. The priorities for PY2023 were identified as housing rehabilitation, homelessness prevention, repair, and construction of sidewalks in LMI neighborhoods to increase mobility, and public service activities (partners have not yet been identified). Part of identifying what was needing to be changed as part of the city's Annual Action Plans in the future has been using the CAPER to assess those needs and how money can be reallocated by creating new priorities from the PY2020-2024 Consolidated Plan. Due to the challenges that the city has faced in the original creation of the Consolidated Plan and Annual Action Plan presented in the 2020 CAPER the City had action in PY2021 to amend the Consolidated Plan and previously approved Annual Action Plans to change priorities and proposed activities. Substantial Amendments were made to remove Housing Rehabilitation and Public Services as goals and to refocus the allocation of funds towards Public Facilities and Infrastructure.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	0
Black or African American	0
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	0
Hispanic	0
Not Hispanic	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Twin Falls utilizes US Census Bureau information. Based on the 2023 estimate, Twin Falls has a population of 54,943 residents living inside of the corporate boundaries of the city (18.61 square miles). The population of the City is primarily White/Not Hispanic (76.6%), 15.1% Hispanic, 0.4% American Indian and Alaska Native alone, 8.1% two or more races, 0.8% Black or African American, and 2.5% Asian.

The City of Twin Falls has a policy that does not allow for any form of discrimination in the provision of its services, hiring practices, or procurement on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	341,417	4,564
Other	public - federal	399,137	0

Table 3 - Resources Made Available

Narrative

CDBG Funds were expended to address the administrative burden of the program and personnel training.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
CDBG Area Benefit	65		
Citywide	35		

Table 4 – Identify the geographic distribution and location of investments

Narrative

At the end of PY2023, the total funds drawn were \$164,082.00. The City of Twin Falls accepted CDBG entitlement status in late 2019 and immediately contracted with a consulting firm to create all the necessary planning documents in January 2020. The timeline for this work, especially citizen participation, was severely impacted by COVID-19, stay-at-home orders, travel restrictions, and restrictions gathering in public spaces. As a result, the planning documents were not complete and approved until July 2020, delaying the implementation of PY2020 and PY2021 activities. Since the beginning of PY 2022 the City of Twin Falls has begun to be create a program that is workable with the amount of funding and staff support that has been assigned. In PY2022 and PY2023, the City has taken a look at what would be the best way to implement the activities found in the Consolidated Plan. This resulted in the proposed amendments to the Consolidated Plan and the amendment of previous yearly action plans including PY2023. Substantial Amendments were made to remove Housing Rehabilitation and Public Services as goals and to refocus the allocation of funds towards Public Facilities and Infrastructure.

The City Park Project will allow for an updated public bathroom, an all access playground, an outdoor learning space and plaza located between the City Library and City Park, hands free pickup area for the library, and new and improved sidewalks and ADA accessible ramps around the park.

Regarding Other Category:

CV-COVID activities were approved along the same timeline as the CDBG funds, and therefore subject to the same delays in implementation.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City plans to leverage funds with city-funded projects and CDBG applications to address and support the community needs identified in the Consolidated Plan. The City encourages partnerships when addressing and supporting community needs. Projects and activities that help fill the gap and allow housing and service agencies to access additional funds are considered when prioritizing projects.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Substantial Amendments were made to remove Housing Rehabilitation and Public Services as goals and to refocus the

allocation of funds towards Public Facilities and Infrastructure. There were no activities started or completed in this area.

Discuss how these outcomes will impact future annual action plans.

The City will rollover the entirety of the PY2023 funds, which will impact the amount of funds that is required to be spent in the next two action plans (increased funding). Substantial Amendments were made to remove Housing Rehabilitation and Public Services as goals and to refocus the allocation of funds towards Public Facilities and Infrastructure.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

The City will collaborate with nonprofit organizations utilizing program funds to address affordable housing issues in Twin Falls. Due to the delay in submitting and approving the Consolidated Plan and Annual Action Plan, there were no activities started or completed in this area.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City participates in a monthly Homeless Coalition meeting, where non-profit organizations, shelter, and housing agencies that have a vested interest in homelessness gather to discuss current needs and existing efforts. In future years, the City plans to coordinate efforts and CDBG funding through this organization to help work towards addressing homelessness in our area. The City has helped the Homeless Coalition (particularly representatives with the Valley House) navigate the various levels of local land use policies by providing consultation and advice on the creation of a warming center for homeless individuals. In January 2024, two Planning and Zoning staff participated in the PIT count, in conjunction with the Homeless Coalition and South-Central Housing Authority. Meal gift cards were distributed to the individuals who participated in the survey.

A warming center has been set up at a local church for the winter months. The warming center operates from November – February on nights when the forecasted temperature drops below 32 degrees Fahrenheit (increased from 29 degrees Fahrenheit in previous years).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City attended and participated in (8) local monthly Homelessness Coalition, and subcommittee meetings to better understand and support the efforts of the various agencies and organizations addressing emergency shelter and transitional housing needs of homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City provides a supporting role in the coordination efforts to prevent discharge immediately resulting in homelessness by participating in (8) monthly meetings of the Region 4 Homeless Coalition, the City is able to partner, collaborate and refer to community agencies and organizations where homelessness and issues surrounding homelessness is a concern.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Through coordinating and collaborating with local agencies and organizations, who have the staff resources, and experience to address chronically homeless clients and their circumstances, the City has gained a better understanding of the need for veterans and their families.

During PY2023 the City advocated for and participated in a poverty simulation for local and groups in an effort to bring attention to the issues that homeless persons often experience in their homelessness. This simulation had over 50 participants.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City completed their 2020 Analysis of Impediments to Fair Housing Choice with input provided from nonprofit community service providers. The majority of input was provided by members of Region 4 Homeless Coalition.

The City of Twin Falls recognizes the need for affordable housing and the role that Region 4 Coalition provides at the local level.

The City of Twin Falls has continued the efforts to address the need for housing at the low, moderate and entry level market rates. Our efforts to completely rewrite our the zoning code to allow for accessory dwelling units in all zoning districts has continued with public input and work sessions with our Planning Commission. The implementation of these new regulations is expected in the year 2025.

The City will continue to allow zoning ordinances for lot sizes of a minimum of 4,000 square feet and allow varying from this minimum size through a public hearing process. We also eliminated lot width requirements within all zoning districts within the City. With these allowances, we are able to encourage greater diversity in the types of housing units constructed and converted.

The City has and will continue to allow for Attached Single dwelling units (Townhomes) in 4 of the 5 residential zoning districts as well as allowing duplexes in 4 of the 5 residential zones within the City.

The City has already eliminated zoning requirements and restrictions when converting any hotel/motel type development into residential apartments. As well as lowering the parking space requirements for these conversions, thus making conversions more attainable and cost effective.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Actions taken to provide assistance to troubled PHAs

None at this time

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Twin Falls completed the 2020 Analysis of Impediments to Fair Housing Choice with input from nonprofit service providers, members of the Homelessness Coalition, local school district and area agencies that serve the homeless. The input gained through this process provided valuable knowledge of the need for affordable housing and the impact city efforts in comprehensive planning and management of new development can have.

The City of Twin Falls has made great strides in beginning to take actions to remove or ameliorate negative effects of policies and ordinances that serve as barriers to affordable housing in regard to zoning ordinances. This has begun with a complete rewrite of the zoning code to allow for accessory dwelling units as a conditional use. The City will continue to allow zoning ordinances for lot sizes of a minimum of 4,000 square feet and allow no maximum size within its standard zones. By allowing no maximum, or width requirements within a standard zone, the City is able to encourage greater diversity in the types of housing units constructed. In addition, the City will continue to allow for Single Attached dwelling units in 4 of the 5 residential zoning districts.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Twin Falls worked with public and private agencies to better understand the obstacles in meeting underserved needs. Actions include attending (8) monthly Region 4 Homeless Coalition and subcommittee meetings and participation in the annual Point in Time Count. In addition, the City created a Diversity and Inclusion Committee in 2019 that is meant to advise the City Manager on ways in which to serve the needs of the underserved.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

None at this time.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

None at this time.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City supported the efforts of developing institutional structure by coordinating with local agencies and various units of local government in the development of the Five Year CDBG Consolidated Plan and PY2020 Annual Action Plan. The City recognized and encouraged local coordination in the Region 4 Homeless Coalition meetings to exchange information, make referrals, increase awareness, and coordinate participation in local events.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Twin Falls has and will continue to participate in the Region 4 Homeless Coalition to enhance coordination between public and private housing and social service agencies.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Twin Falls has and will continue to participate in the Region 4 Homeless Coalition to enhance coordination between public and private housing and social service agencies. In addition, the City works with local homeless shelters, Community Action Partnership, the Twin Falls Housing Authority, and other community organizations that strive to prevent and reduce homelessness. The City took an active role in participating in the PIT Count in 2022 and will continue to take an active role in future PIT Counts. The City is also working to ensure an accurate count by converting the process to be able to be done online so that surveys can be done almost instantaneously with accurate locations shown. The City took an active role in the PIT count in January 2024 to better determine the current homeless population in Twin Falls.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City is in the process of developing policies and procedures for the furtherance of the plan. These will assist the City in staying in compliance with the requirements of the program in the coming program years.

The City created a Workout Plan to address not being in compliance with the spending requirements of having no more than 1.5% of the current grant amount in the Line of Credit for three years in a row. The Workout Plan outlines how the City will address project and financial management of the CDBG grant for the next program year.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Twin Falls follows its Citizen Participation Plan to provide citizens with reasonable notice and an opportunity to comment on performance reports. For program year 2022, opportunities to comment were made through the announcement and advertisement of the upcoming public hearing for the 2022 Program year CAPER. The CAPER was presented on December 2, 2024, to the Mayor, City Council and Citizens and input was encouraged throughout the comment period.

No public comments were made during the 15-day comment period.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

No changes were made during the program year.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.