



Twin Falls City Council Agenda

Monday, February 24, 2025, 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 2025 February 18, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for February 13-9, 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the 2025 Summer Solstice Youth Trio
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - d) **ACTION ITEM:** Request City Council to approve the Special Event Permit for the organizers of the Easter Egg Hunt - Optimist event.
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - e) **ACTION ITEM:** Request City Council approves the Special Event Permit for the organizers of Movies in the Park.
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - f) **ACTION ITEM:** Request to approve an FAA antenna site airport ground lease renewal with L3 Harris and authorize the mayor to sign the agreement.
By: Bill Carberry, Airport Manager
 - g) **ACTION ITEM:** Request for approval of a Final Plat for Gemini Business Park consisting of 6 lots on 78.25 (+/-) acres on property located at 3270 W 3700 N. c/o Tyler Davis-Jeffers (PZ25- 0018).
By: William Klaver, Senior City Planner
- 4) Items of Consideration
 - a) **PRESENTATION:** A presentation to recognize Water and Wastewater Collection Operator Licenses.
By: Josh Baird, Public Works Director
 - b) **ACTION ITEM:** Request to approve acceptance of a \$15,000 ITD Aeronautics airport grant offer.
By: Bill Carberry, Airport Manager
 - c) **ACTION ITEM:** Request to approve City Resolution # R-2025-001, authorizing the Mayor to sign the resolution and grant offer.
By: Bill Carberry, Airport Manager
 - d) **ACTION ITEM:** Request to award Eastland Drive Road reconstruction project to Extreme Excavation for a total project value of \$9.066 million.
By: Jesse Schuerman, Staff Engineer
 - e) **ACTION ITEM:** Shoshone Falls Grade Project Update and authorize the Engineering Department to negotiate with the contractor for incentives to finish access to the Shoshone Falls for the public earlier than contracted.
By: Troy Vitek, City Engineer
 - f) **ACTION ITEM:** A request to approve the reallocation of \$62,178.69 of remaining SLFRF funds from the Fleet remodel project and \$5,546.59 from Street Sidewalk Construction to complete landscape and sidewalk improvement.
By: Gretchen Scott, Deputy City Manager
 - g) **ACTION ITEM:** A request to authorize the use of \$150,000 from the Streetlight Reserve Fund for the installation of additional subdivision lighting.
By: Mitch Humble, Deputy City Manager

- h) **ACTION ITEM:** A request to approve the Third Addendum to the Frontier Park Joint Use and Development Agreement between the City and the College of Southern Idaho regarding a 45- year extension to the term of that agreement.
By: Mitch Humble, Deputy City Manager

- 5) General Public Input
- 6) Advisory Board Report/Announcements
- 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 Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (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, they 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 should 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 is the request 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 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, applicants 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

Tuesday, February 18, 2025, 4:30 PM

*****Special Meeting*****

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, Cherie Vollmer & Grayson Stone.

Absent: Council Members Spencer Cutler

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Police Captain Matthew Hicks, Fleet Supervisor Norm Hatke, Planning and Zoning Director Jonathan Spendlove

Mayor Pierce called the meeting to order at 4:30 PM. A quorum was present.

2) Executive Session

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

MOTION: Council Member Hawkins moved to adjourn to Executive Session 74206(1)(F) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

3) Pledge of Allegiance

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

4) Consent Calendar

MOTION: Council Member Reid 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 2025 February 10 Minutes
- b) Request to approve Accounts Payable for February 6-12, 2025.
- c) Request City Council approve the Special Event Permit for the organizers of the Magic Valley Beer Festival.
- d) Consideration of a request to approve the disposal of surplus equipment by online auction.

5) Items of Consideration

- a) Formal ceremony promoting Officer Preston Stephenson to the position of Corporal.
Police Chief Craig Kingsbury formally promoted Officer Preston Stephenson to the position of Corporal.

Mayor Pierce & Council congratulated Officer Stephenson.

- b) A request to approve the reallocation of \$62,178.69 of remaining SLFRF funds from the Fleet remodel project and \$5,546.59 from Street Sidewalk Construction to complete landscape and sidewalk improvement.

Deputy City Manager Scott requested to approve the reallocation of \$62,178.69 of remaining SLFRF funds from the Fleet remodel project and \$5,546.59 from Street Sidewalk Construction to complete landscape and sidewalk improvements.

Discussion ensued on the following:

Vice Mayor Brown: Spoke in favor of this request.

Council Member Reid: Where is the stadium project at in terms of planning? Spoke in favor of this request.

Council member Stone: Interested in knowing the estimated cost of the stadium project.

Vice Mayor Brown: Discussed the amount of pedestrian traffic at the requested location.

Mayor Pierce: Spoke about the SLFRF committee's desires. Give directions on what can be done with this request.

MOTION: Council Member Stone moved to table this request until next week. **Council Member Reid seconded the motion.** The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) A request to approve the ranking of Construction Manager/General Contractor candidates for the City Park Restroom project and authorize staff to negotiate a contract with the top-ranked firm, SuburbanCM.

Planning and Zoning Director Spendlove requested to approve the ranking of Construction Manager/General Contractor candidates for the City Park Restroom project and authorize staff to negotiate a contract with the top ranked firm, SuburbanCM.

Discussion ensued on the following: None.

MOTION: Council Member Stone moved to approve the request for the ranking of Construction Manager/General Contractor candidates for the City Park Restroom project and authorize staff to negotiate a contract with the top-ranked firm, SuburbanCM. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

6) General Public Input

7) Advisory Board Report/Announcements

Council Member Hawkins stated that this Friday, February 21, 2025, there will be a Veterans Fair from 10:00 am to 5:00 pm at the Twin Falls County West building

Vice Mayor Brown reported on the MPO and the Greater Transportation Committee meetings that were held recently.

8) Adjournment

The meeting adjourned at 05:35 PM

Amy Luna, Deputy City Clerk

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



Date: Monday February 24, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Consent Calendar

Request: Request to approve an FAA antenna site airport ground lease renewal with L3 Harris and authorize the Mayor to sign the agreement.

Background: The airport has been working with the L3 Harris to develop a lease renewal for an FAA antenna site at the airport. The lease term expires September 30, 2025. This lease renews the term until 2045. L3 Harris is a government contractor which supports the FAA's need to utilize an antenna site for aircraft tracking.

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

Budget Impact: The approval will allow the airport to receive the ground rent associated with the antenna site.

Regulatory Impact: The airport's ground lease agreements are reviewed by the City Attorney and the terms of the agreement are wide ranging in the requirements to protect the interests of both parties. The agreements are also subordinate to the federal, state, and local laws and regulations required of the airport and the tenants.

Conclusion: Staff recommends the City Council approve an FAA antenna site airport ground lease renewal with L3 Harris and authorize the Mayor to sign the agreement.

Attachments: L3 Harris antenna site airport ground lease agreement

**FIRST AMENDMENT TO LEASE
MAGIC VALLEY REGIONAL AIRPORT, ADS-B RADIO STATION SITE SV167-11**

This First Amendment ("Amendment") is made by and between **L3Harris Technologies, Inc.**, a Delaware corporation, acting solely and exclusively through its Surveillance and Automation Solutions operating division ("Lessee"), and the **City of Twin Falls, Idaho**, ("Lessor"). This amendment is effective as of the date of the last signature below ("Effective Date"). This Amendment may refer to L3Harris and the City of Twin Falls, Idaho collectively as the "Parties," or individually as a "Party."

RECITALS

WHEREAS, the original ADS-B radio station site lease agreement ("Agreement") originally dated 1 June 2013 was between the City of Twin Falls, Idaho and Exelis Inc. ("Original Lessee"); and

WHEREAS, Original Lessee merged with and into Harris Corporation effective as of December 31, 2015, and Harris Corporation changed its name to L3Harris Technologies, Inc. effective as of June 29, 2019; and

WHEREAS, the ADS-B radio station site on the leased premises is an integral part of the FAA National Airspace Systems (NAS); and

WHEREAS, the initial 18-year FAA contract term for ADS-B surveillance services with the Lessee concludes at the end of GFY 2025 with such contract services thereafter being continued by FAA extension to the current contract and/or continued under a new FAA contract; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Agreement to update the point of contact for Notice and to extend the term thereof and to otherwise modify the Agreement as expressly provided herein to accommodate services beyond GFY2025 by removing the September 30, 2025 occupancy limitation and replacing it with a limitation based on the then-current FAA contract, thereby providing assurance to the airport that the lease remains valid only if the lessee has an active contract with the FAA that is supported by the leased premises.

WHEREAS, L3Harris Technologies, Inc. has assumed the obligations of the original lease along with the obligations made in this Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party hereto, the Parties mutually agree as follows:

1. RENEWAL. Section 7 of the Agreement is deleted and replaced with the following:

This lease may be renewed from year to year at the option of Lessee upon the terms and conditions herein specified. Lessee's option shall be deemed exercised and the lease renewed each year for one (1) year unless Lessee gives Lessor thirty (30) days written notice that it will not exercise its option, before this lease or any renewal thereof expires; provided, that no renewal thereof shall extend the period of occupancy of the premises beyond September 30,

2045, or the term of the then-current FAA contract supported by the use of the premises, whichever is longer.

2. NOTICES. Section 15 of the Agreement is deleted and replaced with the following:

All notices/correspondences shall be in writing and shall be addressed as follows (or to such other address as either Party may designate from time to time by notice or correspondence to the other).

TO LESSOR: Magic Valley Regional Airport
PO BOX 1907
Twin Falls, ID 83303

TO LESSEE: L3Harris Technologies, Inc.
Attn: Jennifer Banasik
2235 Monroe Street (5th floor),
Herndon, VA 20171.
Jennifer.Banasik@L3harris.com.

3. Consideration. Section 6 of the Agreement is deleted and replaced with the following:

Lessee shall pay the Lessor a rental of One Hundred dollars (\$100.00) per month, payable monthly in advance. The rent will increase 3% annually beginning with the rental payment due for December 1, 2024.

4. The following is added to the Agreement as Section 16 entitled "Long-Term Evolution Equipment":

Notwithstanding any terms to the contrary contained in the Agreement, in the event that between the Effective Date and September 30, 2030, L3Harris desires to install certain equipment identified in Exhibit A, attached hereto, installation shall be at no additional cost and shall not be subject to any further fees contemplated in the Agreement.

5. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized officers or representatives as of the date shown below.

CITY OF TWIN FALLS, IDAHO

L3HARRIS TECHNOLOGIES, INC.

Signature: _____

Signature: Andrew Charles

Name: _____

Name: Andrew Charles

Title: _____

Title: Subcontracts Manager

Date: _____ Date: 02/10/2025

EXHIBIT A

LTE Antenna Specifications

Equipment	Dimensions and Weight
LTE Antenna (Quantity 2) Laird OC69271, or similar	Not to exceed, 9.8" x 1" x 1", 0.3 lbs (each)
LTE Coax Cable (Quantity 2)	Not to exceed, a 0.41 coax line (each)



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for Gemini Business Park consisting of 6 lots on 78.25 (+/-) acres on property located at 3270 W 3700 N. c/o Tyler Davis-Jeffers (PZ25-0018).

Time Estimate:

Consent Agenda Item

Background:

Gregg Hamman, represented by Tyler Davis-Jeffers of Summit Creek Development, has submitted an application for a Final Plat for "Gemini Business Park". This final plat consists of 6 lots on 15.632 acres (+/-).

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 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:

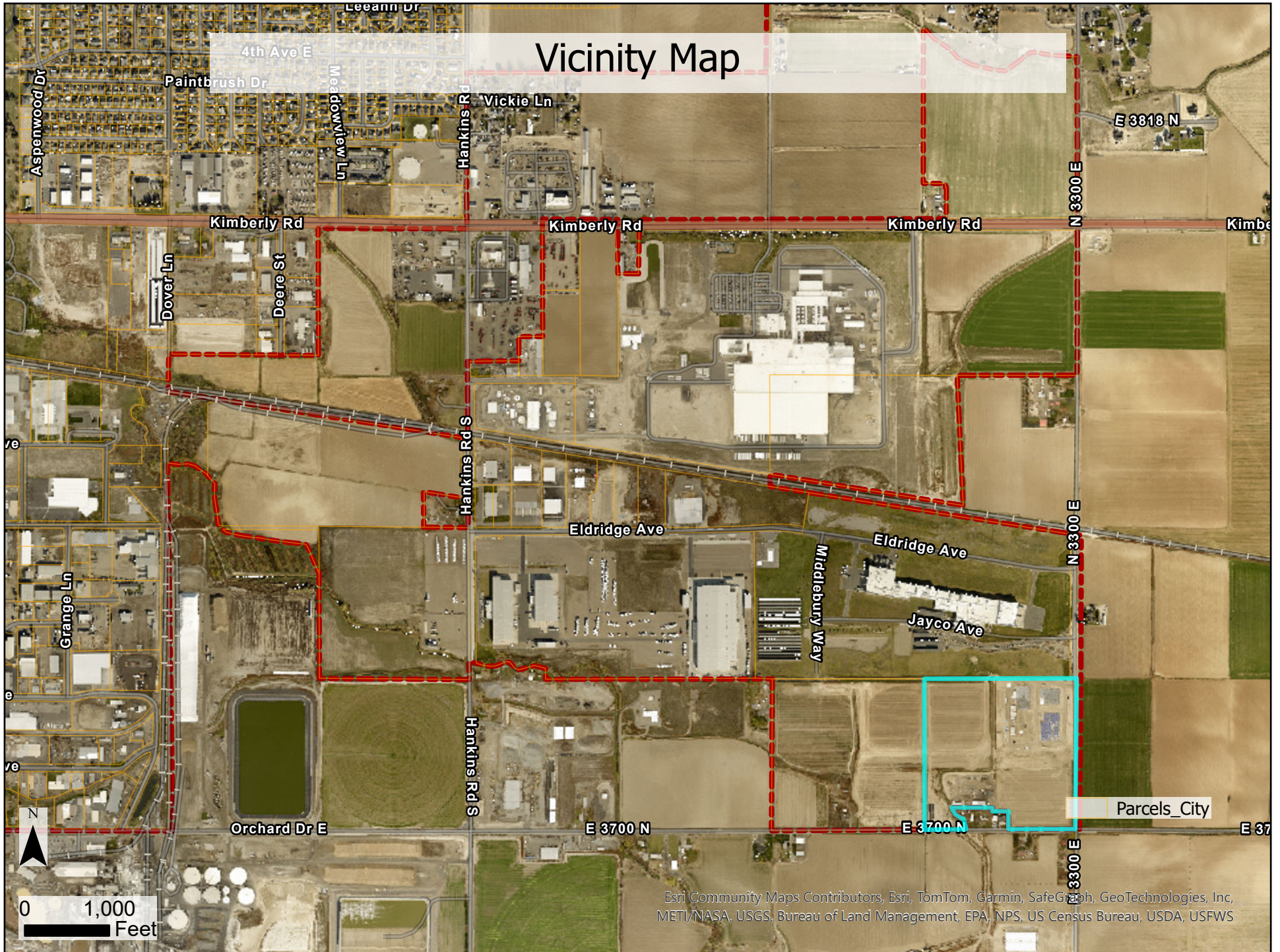
Staff recommends approval of this plat with the following condition:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards;
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 February 3, 2025; and
3. Subject to submittal of a final plat, submitted prior to the signing of the final plat, showing lot sizes.

Attachments:

1. PZ25-0018 Vicinity Map
2. PZ25-0018 Aerial Map
3. PZ25-0018 Presentation Map
4. PZ25-0018 Gemini Business Park Final Plat - Engineering Memo - February 3, 2025
5. PZ25-0018 Gemini Business Park Final Plat - Review Exhibit - February 3, 2025

Vicinity Map



Aerial Map

Middlebury Way

Jayco Ave

N 3300 E

N 3300 E

E 3700 N

E 3700 N

E 3

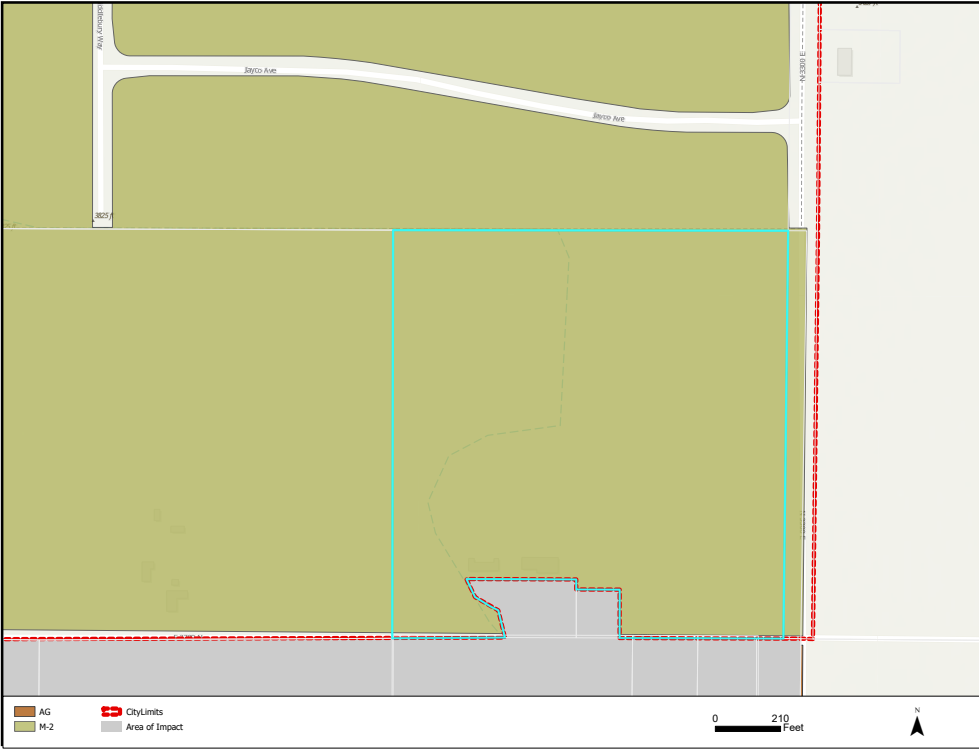
Parcels_City



0 500 Feet

Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS

ZONING MAP



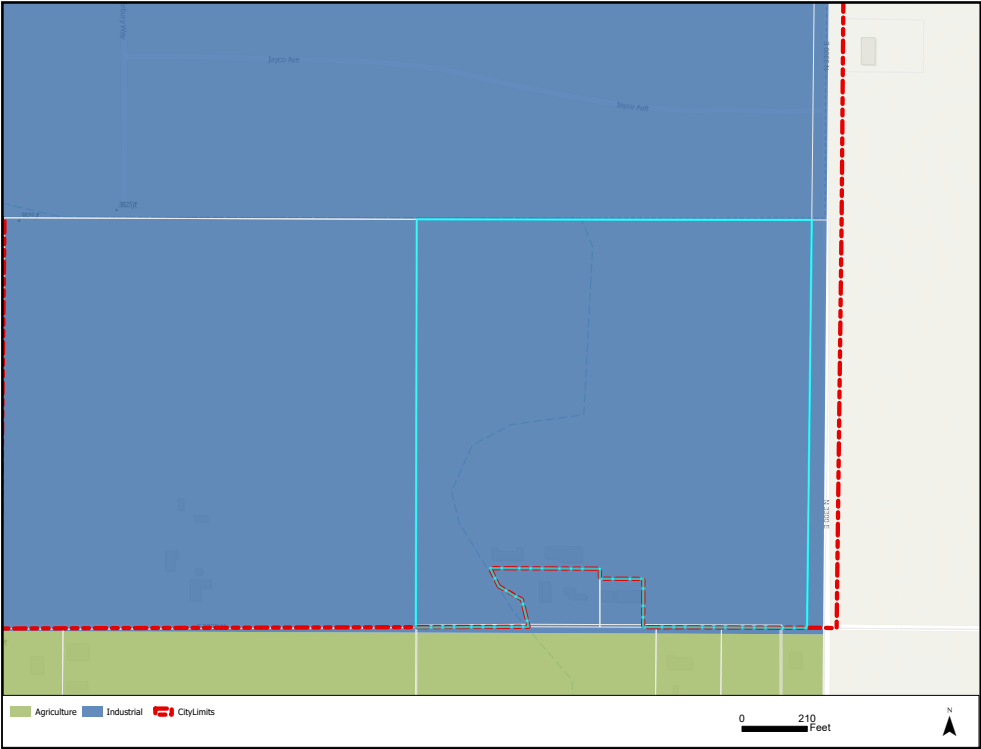
Zoning

<u>Current Zoning:</u>	M-2
<u>Current Land Use:</u>	Industrial Park
<u>Proposed Zoning:</u>	M-2
<u>Proposed Land Use:</u>	Industrial Park

Surrounding Area

<u>North:</u>	Industrial Park
<u>South:</u>	Industrial
<u>East:</u>	Agriculture
<u>West:</u>	Undeveloped

FUTURE LAND USE MAP



Regulations

Twin Falls Municipal Code Section(s) 10-12-2- 4; 10-6

Future Land Use Category

Industrial / Flex / Employment: Non-retail employment with supporting uses such as hotels, restaurants, and other retail integrated into the land use. Suitable sites have excellent access to regional roads. Adjacent to the railway.



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: 2/3/2025

Re: Final Plat – **Gemini Business Park** – Application # 25-0018

The Engineering Department has reviewed the Final Plat for the **Gemini Business Park** Subdivision. The following review comments shall be addressed and corrected. Then a copy of the final plat shall be resubmitted for review, prior to the Mayor and City Engineer signing the final plat mylars. The Conditional Approval by the Twin Falls City Council is contingent on compliance with all applicable City and State codes.

1. The sheets are in a different order than we normally see. Please revise the sheet numbers and place them in the order that is indicated in red.
2. The "Certificate of Health District" is not the correct verbiage for this plat. This certificate shall also be on Sheet 1 (face of the plat). Please revise.
3. Under the "Certificate of County Recorder's", please add a signature line for the "Ex-Officio Recorder" signature.
4. Under the "Certificate of County Surveyor", please add "Notary Public" under the notary signature line.
5. Under the "Certificate of County Surveyor", please add "Residing At" line.
6. Please remove the word "Fee".
7. Please leave a blank line to be filled in with the name of the County Treasurer.
8. Please add a signature line for the County Treasurer signature.
9. Please remove the signature line for the Deputy Treasurer.
10. Please move the "Certificate of Surveyor" to this sheet.
11. Please create separate signature lines for the Mayor and City Clerk.
12. Please create separate signature lines for the City Engineer and Attest.
13. Please add the words, "Block 4".
14. Have the 5/8-inch bars, that are being called out, been placed for the Gemstone Drive right of way? If not, is it appropriate to call out as such?

15. Replace the word “partner” with “Managing Agent”.
16. Add “Notary Public” under the signature line.
17. Please remove plat note.
18. Please change the verbiage to “Improvement Agreement for Developers”.
19. Please change the verbiage to “Easements”.
20. Please remove this note. It is not applicable.
21. Please remove this note. This is addressed through a separate document.
22. Please provide a north arrow for the Vicinity Map.
23. Please correct the street name to “Champlin Way South”.
24. Please correct the bearing designations in red.
25. This Corner Record label is unclear. Please revise.
26. Please change this to Lot 4.
27. Lot 5 appears to have no easements to provide access. Please revise.
28. The easement designated as PUIDE will not be allowed. Combining Public and Private easements are not permitted. The 15’ PUIDE shown along the front lot lines is to be an exclusive Public Utility Easement. This easement is only for public utilities such as gas, power, cable, etc.
29. The purpose of this easement is unclear. Please clarify what this easement is for.
30. Please designate this easement as a Twin Falls Canal Company easement.
31. Staff normally sees this designated as a “calculated” point.
32. This CR number does not match the Certificate of Owners metes and bounds description. Please revise.
33. Please include the legend on this sheet.
34. It is unclear what an “SED” easement designation means. Please revise.
35. It is unclear which labels go with which easements. Please provide more clarity with your labeling.
36. General Comment – Utilizing different linetypes to designate different easements makes it difficult to determine the easement type on the sheet. Some of these linetypes will not be legible on mylar. The problem will be compounded when the mylar is scanned. For the purpose of clarity, please revise the use of linetypes to delineate different easement types.
37. General Comment – Please provide a Cross-Use Agreement that provides access across all lots. If there is not a Cross-Use Agreement, then access easements will need to be shown on the plat.
38. General Comment – Please provide a “Statement of Authority” document showing that Gregg Hamann is authorized to sign for Twins Industrial LP, a California Limited Partnership.
39. General Comment – Please provide a “Subdivision Guarantee” or “Article of Incorporation”.

If you have any questions in reference to these review comments, please contact Kristi Fehringer at 208-735-7332 or email at kfehringer@tfid.org.

Gemini Business Park

Situate in the Southeast 1/4 of the Southeast 1/4 of Section 24
Township 10 South, Range 17 East, Boise Meridian
Twin Falls County, Idaho
2025

1

Page 1:5 Agency Approvals and Recording
Page 2:4 Owners Certificate, Plat Notes, Narrative, Record Data
Page 3:1 Plat, Line & Curve Tables
Page 4:2 Water & Sanitary Sewer Easements, Line & Curve Tables
Page 5:3 Irrigation & Storm Sewer Easements, Line & Curve Tables

2

Certificate of South Central Health District

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter on file with the County Recorder or their agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

South Central Public Health District, REHS Date

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Twin Falls County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

George A Yerion, PLS9858 Date
Professional Land Surveyor

Acknowledgment

State of Idaho
County of Twin Falls

On this day of , 2025 before me, the undersigned, a Notary Public in and of said State, personally appeared George A Yerion, identified to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

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

4

My commission expires

5

Approval of City Council

The foregoing plat was duly accepted and approved by the City Council of Twins Falls, Idaho,

at their regular meeting on the day of , 2025

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.

Twin Falls City Engineer PE# 12 Attest Date

Certificate of County Recorder's

State of Idaho
County of Twin Falls

I hereby certify that this instrument was filed for record at the request of Twins Industrial LP

at minutes past o'clock m., on this day of , 2025,

in Book of Plats at Pages thru ,

as Instrument Number

Kristina Glascock
Ex-officio recorder

3

By Deputy Recorder

Fee: 6

7

Certificate of County Treasurer

I, the undersigned, County Treasurer in and for County of Twin Falls, State of 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 (30) days only.

Becky Peterson
County Treasurer

8

9

Deputy Treasurer Date



RECEIVED

DEC 04 2024

CITY OF TWIN FALLS
ENGINEERING DEPT

FOX Land Surveys

680 S. Progress Avenue #2B
Meridian, ID 83642 - (208)-342-7957

ACAD DWG.GS020-06D-FPph1.dwg DR.DR CK.CK PLOT SCALE: 1" = 1'
SCALE: DATE: 11/21/2024 SHEET 15 OF 5

1

Gemini Business Park

2025

Certificate of Owners

Known all by men these presents that the undersigned are the owners of the real parcel of land herein described as follows:
A parcel of land situate in the SE1/4 of the SE1/4 in Section 24, Township 10 South, Range 17 East, Boise Meridian, City of Twin Falls, Twin Falls County, Idaho, *more particularly described as follows:*

COMMENCING at the South 1/4 corner of Section 24 as described in Corner Record Instrument No. 2013-016594, thence South 89°58'13" East, 2,644.67 feet to the Southeast corner of Section 24 as described in Corner Record Instrument No. 2013-013595, thence North 00°27'03" East, 1,318.04 feet to the Northeast corner of the SE1/4 of the SE1/4 monumented by a set 5/8-inch bar with Aluminum Cap PLS8575, thence North 89°54'50" West, 58.00 feet to the Southeast corner of Lot Four of Jayco Subdivision, as recorded in the official records of Twin Falls County as Instrument No. 2007-023302 monumented by a found 5/8-inch bar with cap PLS10110 and the **POINT OF BEGINNING**;

Thence parallel with and 58.00 feet westerly of the easterly boundary of the SE1/4 of the SE1/4, South 00°27'03" West, 696.01 feet to the southerly right of way for Gemstone Drive monumented by a set 5/8-inch bar with cap PLS8575;

Thence along said right of way, North 44°43'54" West, 14.10 feet to a set 5/8-inch bar with cap PLS8575;

Thence continuing along said right of way, North 89°54'50" West, 1,108.22 feet to a set 5/8-inch bar with cap PLS8575;

Thence North 20°53'42" West, 83.54 feet to the northerly right of way for Gemstone Drive monumented by a set 5/8-inch bar with cap PLS8575;

Thence North 00°05'10" East, 608.00 feet to the northerly boundary of the SE1/4 of the SE1/4 and the southerly boundary of said Jayco Subdivision monumented by a set 5/8-inch bar with cap PLS8575;

Thence along said boundaries, South 89°54'50" East, 1,152.50 feet to the **POINT OF BEGINNING**.

Containing 18.090 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat. The streets shown are hereby dedicated to the use of the public and the easements as shown on this plat are not dedicated to the public, however, the right to use said easements is hereby perpetually reserved for the uses specifically depicted on the plat, and any other purposes designated heron, and no permanent structures are to be erected within the lines of said easements. Pursuant to Idaho code 50-1334, all lots within this plat will be eligible to receive water service from the City of Twin Falls, and the City of Twin Falls, has agreed in writing to serve all of the lots within this subdivision.

Twins Industrial LP, a California Limited Partnership

Gregg Hamann
Its: Managing Agent

Acknowledgment

State of Idaho
County of Twin Falls

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and of said state, personally appeared Gregg Hamann, known or identified to me to be the ~~partner~~ in the limited partnership of Twins Industrial LP, a California Limited Partnership, that executed the foregoing instrument, and acknowledge to me that he executed the same in said Partnership name.

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

My commission expires: _____

Plat Notes

- Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the re-subdivision.
- Minimum building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Twin Falls, Idaho.
- No lots shall be reduced in size without prior approval from the health authority and the City of Twin Falls.
- Reference is made to the public health letter on file with Twin Falls County Recorder regarding additional restrictions.
- This development is subject to the City of Twin Falls **Improvement Development Agreement** recorded with the county.
- ~~Common utility lines easement~~ **Easements** shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public and private utilities, pressurized & gravity irrigation, power, cable television, communication/data, appurtenances thereof, and lot drainage.
- Direct lot access to Chaplin Road must be approved by Twin Falls Highway District.
- This development is governed by the Covenants, Conditions, and Restrictions as recorded with the county.
- This development recognizes Idaho Code Title 22-4503, Right to Farm, which states; "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- This development recognizes Idaho Code Title 22-2407, Noxious Weeds, landowner and citizen duties. (1) It shall be the duty and responsibility of all landowners to control noxious weeds on their land and property, in accordance with this chapter and with rules promulgated by the director. (2) The cost of controlling noxious weeds shall be the obligation of the landowner.
- This development recognizes Idaho Code 50-1304(2)(1), there are no existing interstate natural gas transmission pipelines and /or interstate petroleum products pipelines within 1000-feet of the subdivision boundary.
- Irrigation water has been provided from the Twin Falls Canal Company (TFCC) in compliance with Idaho Code 31-3805(1)(b)(i). All lots within this subdivision will be entitled to irrigation water rights, and will be obligated for assessments from the TFCC.

References

Warranty Deed Inst. No. 2021-014772
Easement Deed Inst. No. 2024-003419
Jayco Subdivision Inst. No. 2007-023302, Book 21, Page 46
ROS Inst. No. 2018-012371
ROS Inst. No. 2019-006751

Surveyors Narrative

The purpose of this survey is to subdivide a portion of the Southeast 1/4 of the Southeast 1/4 of Section 24 at the owners request. Monuments found at the center south 1/16, south 1/16, south 1/4, and southeast corner of section 24 where found and held to establish the boundary.

Certificate of Surveyor

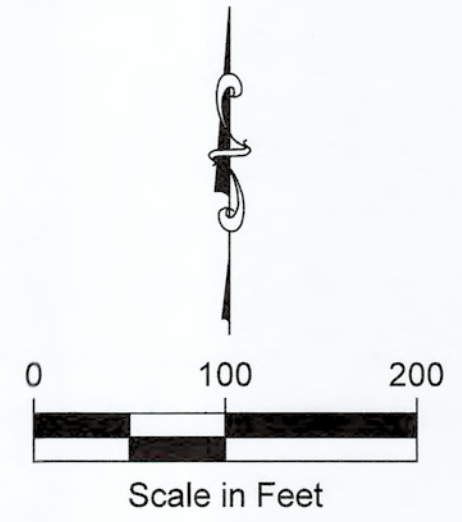
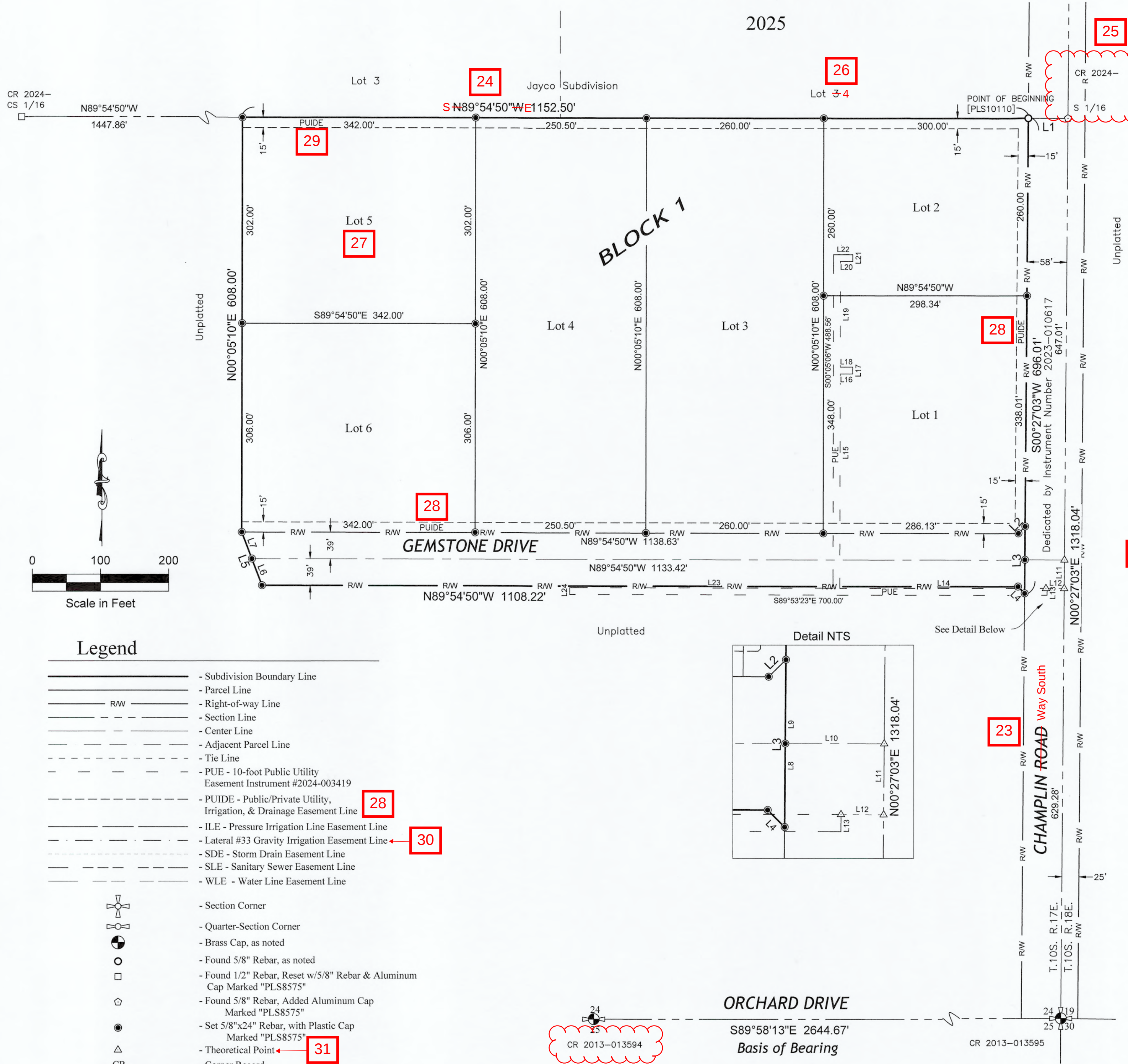
I, Ronald M. Hodge, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho and that this plat of Gemini Business Park Subdivision, as described in the Certificate of Owners and depicted on the attached plat, was drawn from an actual survey made on the ground under my direct supervision, accurately represents the points platted thereon and, is in conformity with the State of Idaho Codes relating to Plats and Surveys.



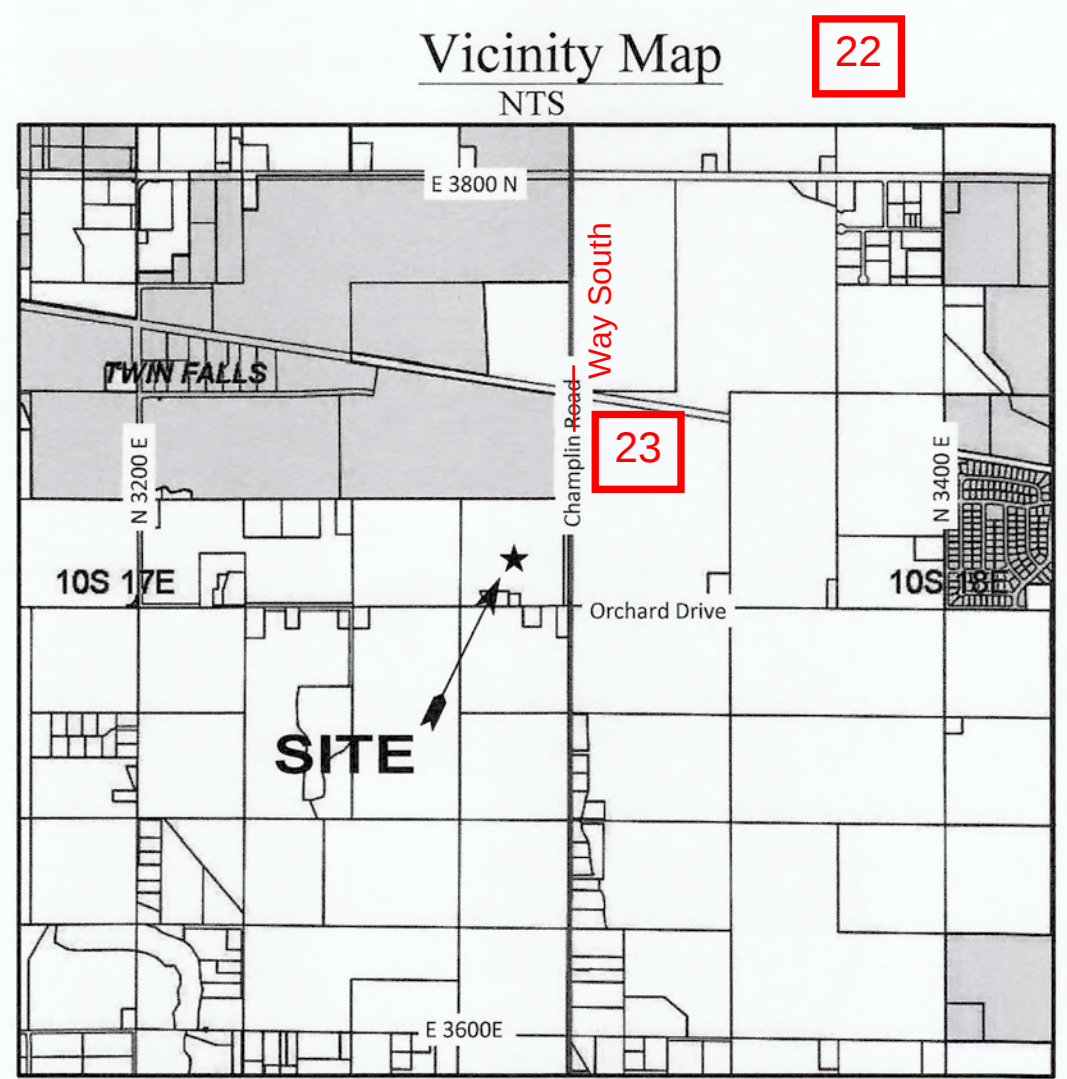
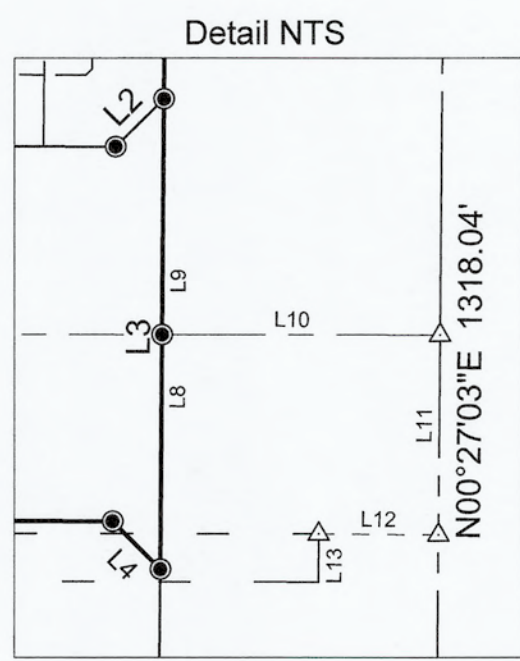
FOX Land Surveys			
680 S. Progress Avenue #2B Meridian, ID 83642 - (208)-342-7957			
ACAD DWG.GS020-06D-FPph1.dwg	DR.BJF	CK.RMH	PLOT SCALE: 1" = 1'
SCALE:	DATE: 11/21/2024	SHEET 4 OF 5	

Gemini Business Park

2025



- Legend**
- Subdivision Boundary Line
 - Parcel Line
 - Right-of-way Line
 - Section Line
 - Center Line
 - Adjacent Parcel Line
 - Tie Line
 - PUE - 10-foot Public Utility Easement Instrument #2024-003419
 - PUIDE - Public/Private Utility, Irrigation, & Drainage Easement Line
 - ILE - Pressure Irrigation Line Easement Line
 - Lateral #33 Gravity Irrigation Easement Line
 - SDE - Storm Drain Easement Line
 - SLE - Sanitary Sewer Easement Line
 - WLE - Water Line Easement Line
 - Section Corner
 - Quarter-Section Corner
 - Brass Cap, as noted
 - Found 5/8" Rebar, as noted
 - Found 1/2" Rebar, Reset w/5/8" Rebar & Aluminum Cap Marked "PLS8575"
 - Found 5/8" Rebar, Added Aluminum Cap Marked "PLS8575"
 - Set 5/8"x24" Rebar, with Plastic Cap Marked "PLS8575"
 - Theoretical Point
 - Corner Record



LINE TABLE			PUE LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N 89° 54' 50" E	58.00'	L11	S00° 27' 03" W	41.75'
L2	S45° 16' 06" W	14.19'	L12	N89° 32' 57" W	25.00'
L3	S00° 27' 03" W	98.00'	L13	N00° 27' 03" E	10.00'
L4	N44° 43' 54" W	14.10'	L14	N89° 53' 23" W	304.12'
L5	N 62° 0' 53' 42" E	83.54'	L15	N00° 05' 06" E	313.98'
L6	N20° 53' 42" W	41.77'	L16	S89° 54' 54" E	18.31'
L7	N20° 53' 42" W	41.77'	L17	N00° 05' 06" E	10.00'
L8	S00° 27' 03" W	49.00'	L18	N89° 54' 54" W	18.31'
L9	S00° 27' 03" W	49.00'	L19	N00° 05' 06" E	154.58'
L10	S89° 54' 50" E	58.00'	L20	S89° 54' 54" E	18.31'
			L21	N00° 05' 06" E	10.00'
			L22	N89° 54' 54" W	28.31'
			L23	N89° 53' 23" W	385.94'
			L24	S00° 05' 06" W	10.00'

Basis of Bearing
The Basis of Bearing for this survey was established by GPS observations, projected to the Idaho plane coordinate system, NAD 83 datum, Central Zone. All bearings shown are on grid azimuth and all distances shown are at datum. Refer to the drawing for the specific line and monuments used.



FOX Land Surveys
680 S. Progress Avenue #2B
Meridian, ID 83642 - (208)-342-7957

ACAD DWG.GS020-06D-FFph1.dwg	DR.BJF	CK.RHM	PLOT SCALE: 1" = 1'
SCALE: 1" = 100'	DATE: 11/20/2024	SHEET 31 OF 5	

Gemini Business Park

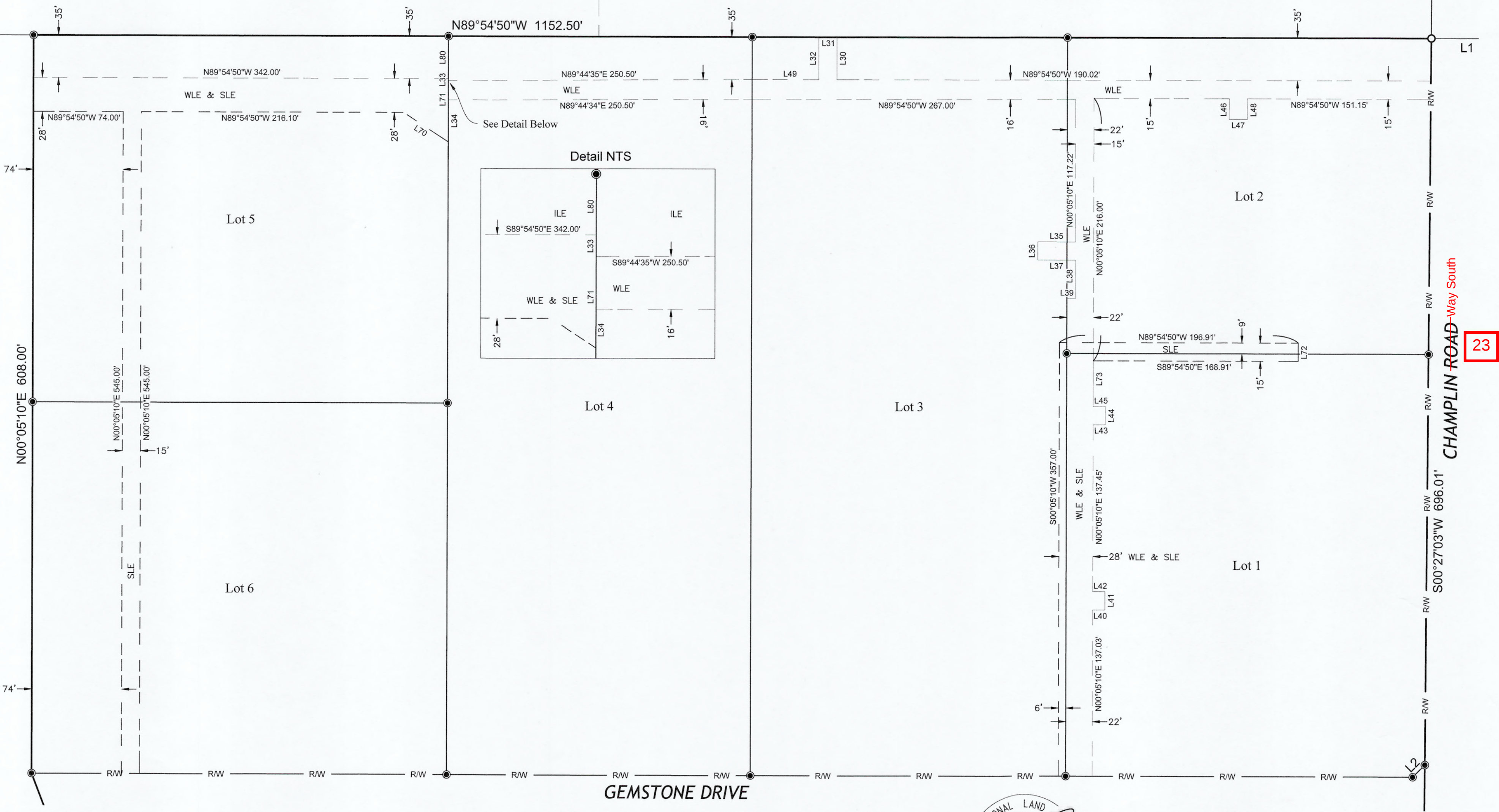
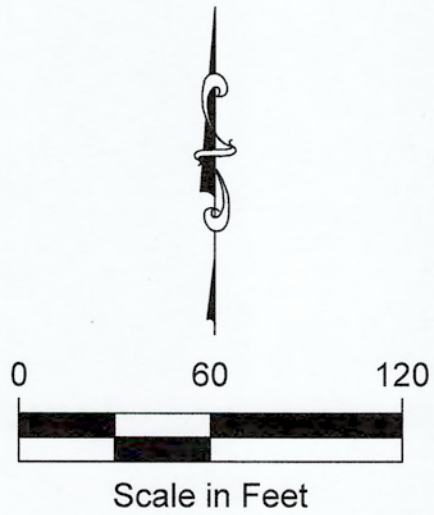
2025

WLE Line Table		
Line #	Length	Direction
L30	35.00	N0°01'23"W
L31	15.00	N89°54'50"W
L32	35.00	N0°01'17"W
L33	1.36	N0°05'10"E
L34	34.64	N0°05'10"E
L35	31.00	N89°54'50"W
L36	15.00	N0°05'10"E
L37	31.00	N89°54'50"W
L38	31.71	N0°05'10"E
L39	7.00	N89°55'04"W

WLE Line Table		
Line #	Length	Direction
L40	10.00	N89°54'50"W
L41	15.00	N0°05'10"E
L42	10.00	N89°54'50"W
L43	10.00	N89°25'44"E
L44	15.00	N0°05'10"E
L45	10.00	N89°25'44"E
L46	17.00	N0°05'10"E
L47	15.00	N89°54'50"W
L48	17.00	N0°05'10"E
L49	54.98	N89°54'50"W

SLE Line Table		
Line #	Length	Direction
L70	44.08	N56°44'55"W
L71	50.62	S0°05'10"W
L72	15.00	N0°05'10"E
L73	37.52	N0°05'10"E

Line Table		
Line #	Length	Direction
L80	35.00	N0°05'10"E



FOX Land Surveys
680 S. Progress Avenue #2B
Meridian, ID 83642 - (208)-342-7957

ACAD DWG.GS020-06D-FPph1.dwg	DR.BJF	CK.RHM	PLOT SCALE: 1" = 1'
SCALE: 1" = 60'	DATE: 11/20/2024	SHEET 42 OF 5	

Gemini Business Park

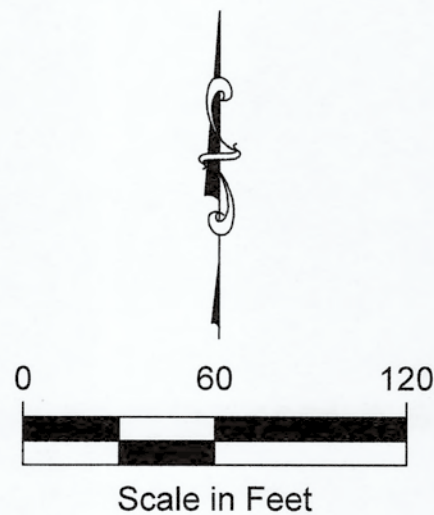
2025

ILE Line Table		
Line #	Length	Direction
L50	28.19	N44°43'54"W
L51	19.00	N0°27'03"E
L52	19.00	N0°05'10"E
L53	19.00	N0°05'10"E
L54	19.00	N0°05'10"E
L55	19.00	N0°05'10"E
L56	1.92	N89°51'16"W
L57	19.87	N44°43'54"W
L58	20.00	N0°05'10"E

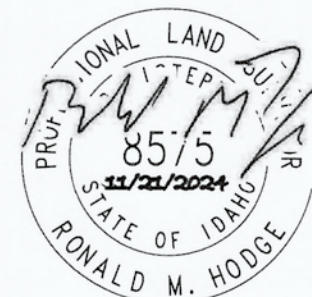
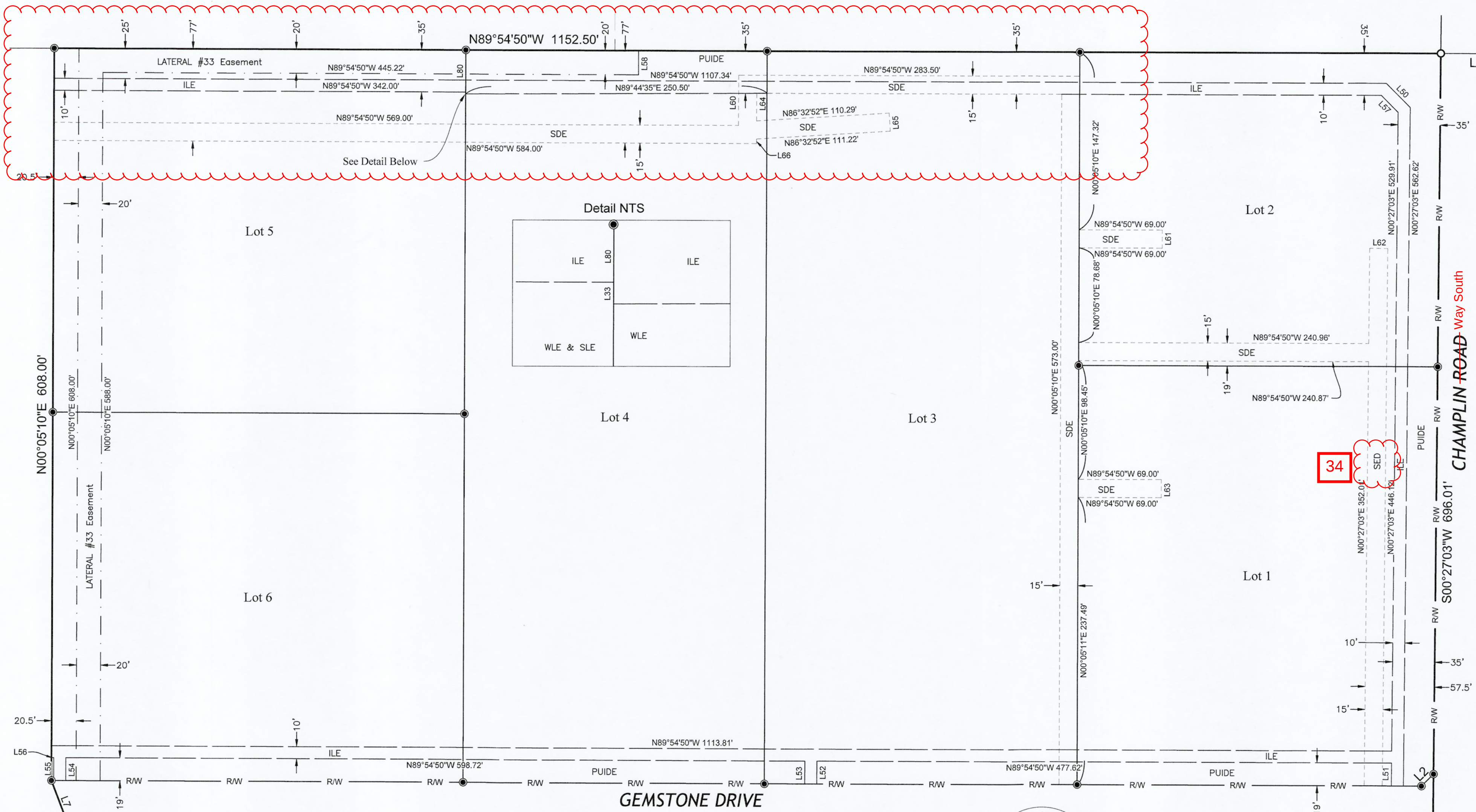
SDE Line Table		
Line #	Length	Direction
L60	41.59	N0°05'10"E
L61	15.00	N0°05'10"E
L62	15.00	N89°32'57"W
L63	15.00	N0°05'10"E
L64	22.59	N0°05'10"E
L65	15.00	N3°27'08"W
L66	3.81	N0°05'10"E

Line Table		
Line #	Length	Direction
L80	35.00	N0°05'10"E

35



33



FOX Land Surveys
680 S. Progress Avenue #2B
Meridian, ID 83642 - (208)-342-7957

ACAD DWG.GS020-06D-FPph1.dwg | DR.BJF | CK.RHM | PLOT SCALE: 1" = 1'

SCALE: 1" = 60' | DATE: 11/20/2024 | SHEET 53 OF 5



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Josh Baird, Public Works Director

PRESENTATION

Request:

A presentation to recognize Water and Wastewater Collection Operator Licenses.

Time Estimate:

The presentation should take about 10 minutes.

Background:

Licensure

Idaho Administrative Code (54-2401 through 54-2414) requires drinking water and wastewater system management to protect the health, safety, and welfare of the public. One of the tenets of this management system is to ensure that all water and wastewater operating personnel are licensed.

Minimum standards of competency and qualifications have been set through a licensure program consisting of 4 major classifications ranging from Class I through Class IV, administered by the Idaho Division of Occupational and Professional Licenses (DOPL). The Board of Drinking Water and Wastewater Professionals issues several different types of licenses, including the following: Drinking Water Distribution, Drinking Water Treatment, Wastewater Treatment, Wastewater Collection, and Backflow Assembly Tester.

Each water or wastewater system requires a Responsible Charge Operator to hold a valid license at a class equal to or greater than the water or wastewater system they operate. We currently operate a Class IV Wastewater Collection and Class IV Water Distribution system with City personnel. Jacobs operates the Wastewater Treatment system and are providing qualified personnel through our contract with them.

Since we operate in the highest classification, we need operators with licenses matching those classifications. In our system, we require Superintendents for the Wastewater Collection and Water Departments to be licensed Class IV Operators and they are considered Responsible Charge Operators.

Each class of licensure requires experience, education, and passing a class specific examination. In order to give an idea of how long it takes to become licensed, this is a brief explanation of the requirements for each class:

Class I: high school diploma or GED, 1 year experience, pass the Class I exam,

Class II: high school diploma or GED, 3 years experience, pass the Class II exam,

Class III: high school diploma or GED and 2 years post-high school education, 4 years experience, pass the Class III exam,

Class IV: high school diploma or GED and 4 years post-high school education, 4 years experience, pass the Class IV exam.

There are substitutions which allow an applicant to substitute education for experience, experience for education, or experience for experience. However, typically, it takes 7 years to become a Class IV operator with no post-high school education.

After receiving a license, annual continuing education is required.

With that high level of classification, we need future leaders in the Public Works teams to achieve these higher license classifications to help with succession planning, in order to keep our City supervised by highly trained professionals.

As such, we are pleased to celebrate the following City employees who have received new licenses:

Water Department:

Distribution

Taylor Koontz - Class I

TJ Ruiz - Class II

Masyn Malmstrom - Class II

Masyn Malmstrom - Class III

Treatment

Austin Allen - Class I

TJ Ruiz - Class I

Wastewater Collections Department

Jim Ferguson - Class II

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

We would like to congratulate these individuals on a job well done and recognize them for their achievements and advancement.

Attachments:

None



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

- 1) Request to approve acceptance of a \$15,000 ITD Aeronautics airport grant offer.
- 2) Request to approve City Resolution # R-2025-001 authorizing the Mayor to sign the resolution and grant offer.

Background: The Idaho Transportation Dept. Division of Aeronautics, through its Idaho Airport Aid program, is offering this \$15,000 grant to help assist with the local match requirement for airport FAA capital improvements.

Approval Process: A majority vote of the Council is needed to approve the request. The City Council is required to ratify the Grant Agreement and the City Resolution. This can be done as individual motions by the Council.

Budget Impact: The approval will allow for participation from ITD with our local FAA grant match requirements.

Regulatory Impact: The grant offer will be subject to the standard assurances associated with State Division of Aeronautics grant agreements.

Conclusion:

*Staff recommends that the City Council- motion to approve acceptance of the ITD Aeronautics \$15,000 airport grant offer.

*Staff recommends the City Council- motion to approve City Resolution # R-2025-001 and authorize the Mayor to sign the resolution.

The Council will need to ratify both the Grant Agreement and City Resolution, authorizing the Mayor to sign both. This can be done as individual motions by the Council.

Attachments: ITD Airport Grant Offer; City Resolution

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Twin Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Twin Falls-Joslin Field-Magic Valley Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: GA Apron Expansion

FS Program Number: F258TWF

Project Number: AIP055

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$15,000.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be \$15,000.00.
2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least to match STATE participation in said project.
2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.
14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
 18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
 19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01
 20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
 21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.
 22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320
 23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
- C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
- D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
- E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 4/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

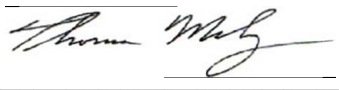
Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.
2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.
4. SPONSOR shall report project completion date and request final inspection and payment.
5. STATE may participate in the final inspection and shall sign off the project as completed.
6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
Thomas Mahoney, Administrator

ATTEST:

Amy Luna, Deputy City Clerk

I, Amy Luna, Deputy City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

Amy Luma, Deputy City Clerk

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2025.

By: _____
Ruth Pierce, Mayor

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Twin Falls, Idaho
Held on _____, 2025.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Twin Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$15,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F258TWF, Project number: AIP055 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Be it resolved by the Mayor and City Council of City of Twin Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$15,000.00, for the purpose of obtaining State Aid under FS Program Number: F258TWF, Project Number: AIP055 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Sec. 2. That the Mayor of the City of Twin Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this _____ day of _____, 2025.

_ Ruth Pierce, Mayor



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request:

- 1) Request to approve acceptance of a \$15,000 ITD Aeronautics airport grant offer.
- 2) Request to approve City Resolution # R-2025-001 authorizing the Mayor to sign the resolution and grant offer.

Background: The Idaho Transportation Dept. Division of Aeronautics, through its Idaho Airport Aid program, is offering this \$15,000 grant to help assist with the local match requirement for airport FAA capital improvements.

Approval Process: A majority vote of the Council is needed to approve the request. The City Council is required to ratify the Grant Agreement and the City Resolution. This can be done as individual motions by the Council.

Budget Impact: The approval will allow for participation from ITD with our local FAA grant match requirements.

Regulatory Impact: The grant offer will be subject to the standard assurances associated with State Division of Aeronautics grant agreements.

Conclusion:

*Staff recommends that the City Council- motion to approve acceptance of the ITD Aeronautics \$15,000 airport grant offer.

*Staff recommends the City Council- motion to approve City Resolution # R-2025-001 and authorize the Mayor to sign the resolution.

The Council will need to ratify both the Grant Agreement and City Resolution, authorizing the Mayor to sign both. This can be done as individual motions by the Council.

Attachments: ITD Airport Grant Offer; City Resolution

GRANT AGREEMENT
IDAHO AIRPORT AID PROGRAM
STATE FISCAL YEAR-26

TO: City of Twin Falls, Idaho
(Hereinafter referred to as the "SPONSOR")

FROM: The State of Idaho, acting through the IDAHO TRANSPORTATION DEPARTMENT, DIVISION OF
AERONAUTICS
(Hereinafter referred to as the "STATE")

WHEREAS, the SPONSOR has submitted to the STATE an application for assistance from the Idaho Airport Aid Program for development of the Twin Falls-Joslin Field-Magic Valley Regional Airport, together with the planning proposal or plans and specifications for the project. The STATE approved the application and it is hereby incorporated herein and made a part thereof:

WHEREAS, the Idaho Transportation Board has approved a project for development of the airport consisting of the following described airport development:

Project Description: GA Apron Expansion

FS Program Number: F258TWF

Project Number: AIP055

NOW THEREFORE, for carrying out the provisions of the Uniform State Aeronautics Department Act; Title 21 of the Idaho Code, as amended, and in consideration of the SPONSOR acceptance of this offer, as hereinafter provided, the STATE hereby agrees to pay, as its share of the costs incurred in accomplishing the project, not more than a lump sum amount of \$15,000.

This Grant incorporates the following terms and conditions:

A. The STATE affirms that:

1. The maximum obligation of the STATE payable under this Grant shall be \$15,000.00.
2. This grant expires on June 30, 2027 and the STATE shall have no further obligation after that date.

B. The SPONSOR shall:

1. Certify the availability of at least to match STATE participation in said project.
2. The Airport Sponsor agrees to comply with the regulations relative to non-discrimination in State assisted programs of the Idaho Transportation Department.
3. Diligently and expeditiously complete this project by June 30, 2027 and likewise pursue appropriate measures as may be agreed upon by the SPONSOR and the STATE to remedy project delays, including but not limited to litigation or condemnation.

4. Carry out and complete the project in accordance with the plans, specifications, and property map, incorporated herein, as they may be revised or modified, with approval of the STATE.
5. Competitively bid all contracts for construction involved in this project in accordance with bidding procedures outlined in Idaho Statute Title 67, Chapter 28 of the Idaho Code and Title 2 CFR part 200 and provide solicitation documentation to the STATE.
6. In connection with the acquisition of real property for the project, secure at least two written appraisals by licensed appraisers and not pay in excess of the highest appraisal without the written consent of the STATE or except as directed by a court of competent jurisdiction after a contested trial and a judgment not resulting from agreement between the parties.
7. No State funds will be paid to the SPONSOR in any case until it certifies in writing that it has funds available and will spend at least the amount designated for this project in the Grant Agreement, solely for the project in question.
8. The SPONSOR agrees to hold said airport open to the flying public for the useful life of the facilities developed under this project.
9. The SPONSOR shall grant no exclusive use or operating agreements, to any person, company, or corporation for the use of the airport by any person providing or intending to provide aeronautical services to the public. Failure to abide by such agreement shall automatically obligate the immediate and full return of all State of Idaho money expended on behalf of the project to the State of Idaho.
10. Agrees to fulfill the FAA assurances applicable to this project and follow the requirements in 49 USC 471 Airport Development. (Only applies to FAA funded projects)
11. Agrees to follow and include applicable FAA required contract terms to any associated contracts granted in association with this grant. (Only applies to FAA funded projects)
12. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.
13. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport.
14. SPONSOR must develop the airport in accordance with current design standards as set forth by the FAA for airport receiving FAA funding or by the Division of Aeronautics for non-federally funded airports.
15. SPONSOR cannot allow any activity or action on the airport that would interfere with its use for airport purposes.
16. SPONSOR must allow all types, kinds, and classes of aeronautical activities use the airport. This includes such activities as parachute jumping and ultralight vehicles. One possible reason for not allowing an aeronautical activity on the airport is if it cannot be conducted

safely. The final safety determination is the responsibility of the Idaho Division of Aeronautics. FAA funded airports shall abide by FAA guidance as depicted in the FAA grant assurance 22.

17. SPONSOR must allow people to service their own aircraft according to all applicable Federal Aviation Regulations (FARs). IDAPA 39.04.01
 18. All revenue generated on the airport by the Sponsor will be used for airport purposes only.
 19. SPONSOR should have a master plan or an airport or heliport layout plan to be eligible for participation in the allocation program. The plan must be accepted by the Division of Aeronautics. IDAPA 39.04.01
 20. SPONSOR will have proof of ownership or lease of all land upon which any project is proposed in order to protect the investment of public funds.
 21. SPONSOR will maintain a fee and rental structure for services and facilities at the airport, which will make the airport as self-sustaining as possible taking into account such factors as the volume of traffic and economy of collection. The Division of Aeronautics can provide assistance with establishing the structure base.
 22. SPONSOR is required to make selection for professional engineering or construction management pursuant to Idaho Code Title 54 and will provide evidence of based selection to the Division of Aeronautics. Idaho Code 67-2320
 23. SPONSOR will have compatible land use and height zoning for the airport to prevent incompatible land uses and the creation or establishment of structures or objects of natural growth, which would constitute hazards or obstructions to aircraft operating to, from, on, or in the vicinity of the subject airport. Idaho Statute 67-6508q
- C. The allowable costs of the project shall not include any costs determined by the STATE to be ineligible.
- D. The STATE reserves the right to amend or withdraw this offer at any time prior to its acceptance by the SPONSOR.
- E. This offer shall expire and the STATE shall not be obligated to pay any part of the costs of the project unless the final agreement has been accepted by the SPONSOR on or before 4/1/2025 or such subsequent date as may be prescribed in writing by the STATE.

Except for those projects receiving both State and Federal Aid (submit copies of FAA Application and Agreement), the following inspection schedule, and reporting system is required:

F. Inspection Schedule and Reporting System:

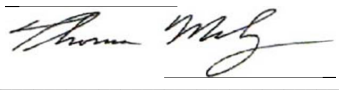
Inspection Schedule and Reporting System will vary for each project. The SPONSOR must make reports and be subject to inspections on the following schedule:

1. SPONSOR shall report project commencement date.
2. SPONSOR shall make quarterly reports during construction.

3. SPONSOR shall receive approval prior to any change in the scope of the project.
4. SPONSOR shall report project completion date and request final inspection and payment.
5. STATE may participate in the final inspection and shall sign off the project as completed.
6. STATE may arrange for audit of account in accordance with regularly scheduled audit program.

The execution of this instrument by the SPONSOR and ratification and adoption of the project application incorporated herein provides proof of the Sponsors commitment, as hereinafter provided. Said offer and acceptance shall comprise allocation agreement, constituting the obligation and rights of the State of Idaho and the SPONSOR with respect to the accomplishment of the project and the operation and the maintenance of the airport. Such allocation agreement shall become effective upon the SPONSOR acceptance of this offer and shall remain in full force and effect throughout the useful life of the facilities developed under the project but in any event not to exceed twenty (20) years from the date of acceptance.

STATE OF IDAHO, ITD
Division of Aeronautics

By: 
Thomas Mahoney, Administrator

ATTEST:

Amy Luna, Deputy City Clerk

I, Amy Luna, Deputy City Clerk do hereby certify that the foregoing is a full, true, and correct copy of Resolution No. _____ adopted at a regular meeting of the City Council held on the _____ day of _____, 2025, and that the same is now in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the City, this _____ day of _____, 2025.

Amy Luma, Deputy City Clerk

ACCEPTANCE

THE SPONSOR DOES HEREBY RATIFY AND ADOPT ALL STATEMENTS, representations, warranties, covenants, and agreements contained in the project application and incorporated materials referred to in the foregoing offer and does hereby accept said offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this _____ day of _____, 2025.

By: _____
Ruth Pierce, Mayor

City Resolution

Exact from the minutes of a regular meeting
of the City Council of City of Twin Falls, Idaho
Held on _____, 2025.

Councilman _____, introduced the following Resolution, was read in full, considered, and adopted:

Resolution number _____ of City of Twin Falls, Idaho accepting the Grant Offer of the State of Idaho through the Idaho Transportation Department, Division of Aeronautics, in the maximum amount of \$15,000.00 to be used under the Idaho Airport Aid Program, FS Program number: F258TWF, Project number: AIP055 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Be it resolved by the Mayor and City Council of City of Twin Falls, Idaho (herein referred to as the City as follows:

Sec. 1. That the City shall accept the Grant Offer of the State of Idaho in the amount of \$15,000.00, for the purpose of obtaining State Aid under FS Program Number: F258TWF, Project Number: AIP055 in the development of the Twin Falls-Joslin Field-Magic Valley Regional Airport; and

Sec. 2. That the Mayor of the City of Twin Falls City Council is hereby authorized and directed to sign the statement of Acceptance of said Grant Offer (entitled Acceptance) on behalf of the City, the City Clerk is hereby authorized and directed to attest the signature of the Mayor and to impress the official seal of the City on the aforesaid statement of Acceptance; and

Sec. 3. A true copy of the Grant Agreement referred to herein be attached hereto and made a part thereof.

Passed by the City Council and approved by the Mayor this _____ day of _____, 2025.

_ Ruth Pierce, Mayor



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Jesse Schuerman, staff engineer

ACTION ITEM

Request:

Request to award Eastland Drive road reconstruction project to Extreme Excavation for a total project value of \$9.066 million.

Time Estimate:

5 minutes

Background:

Staff has been to Council several times in the past regarding this Eastland road construction work. The City was awarded \$8.3 million to pay for the Eastland roadwork within a Strategic Initiative grant to fund this work. After receiving the grant we realized the waterline needed to be upgraded to current standards before we resurface the road. Staff worked with Finance, Public Works, and Water Department to budget for any cost overruns on the grant award to complete the water line construction.

We recently awarded the irrigation portion, phase 1, scheduled to be completed in early March. This award will be the final phase of the project on Eastland, and includes concrete pavement construction, road widening, sidewalk construction, and upgrading the waterline to current standards between Addison and Filer on Eastland Drive.

On February 13th, we opened bids for the work. Attached is a bid tab showing the four bids submitted with a comparison to the engineers' estimate. The lowest qualified bidder was Extreme Excavation with approximately a \$7.9 million dollar bid.

Engineering Staff would like an additional budget authority to help with contingency for change orders, and construction engineering and inspection costs to support the work by Extreme. Therefore, to accommodate a 10% contingency and a 5% construction engineering and inspection cost, the total project value is \$9.066 million. Within your packet is a detailed cost breakdown of the bid and the contingencies.

Also within your packet is the construction agreement. Staff requests that Mayor and Council will authorize the City Engineer Troy Vitek, to sign the Construction Agreement and to issue a Notice of Award to Extreme Excavation.

Approval Process:

By Majority vote of the Council

Budget Impact:

\$9.066 million

Regulatory Impact:

none

History:**Analysis:****Conclusion:**

Request to authorize Troy Vitek to sign the Construction Agreement and issue a notice of award to Extreme Excavation for the total project value of \$9.066 million.

Attachments:

1. 23016_Eastland Dr Addison Ave to Filer Ave PSE Cost Estimate_20250129 with Actual bid costs
2. 23016_Eastland Dr, Addison Ave to Filer Ave Roadway Bid Results_20250213
3. 23016_Eastland Dr, Addison Ave to Falls Ave Agreement 20250219

CITY OF TWIN FALLS
EASTLAND DRIVE, ADDISON AVENUE TO FILER AVENUE
PROJECT NO. 23016
PS&E DESIGN SUBMITTAL COST ESTIMATE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
0201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	\$125,000.00	\$125,000.00
0202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	18,064	CY	\$22.00	\$397,408.00
0202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	1,500	CY	\$40.00	\$60,000.00
0403.4.1.A.1	HYDRANT	1	EA	\$11,000.00	\$11,000.00
0404.4.1.A.1	WATER SERVICE CONNECTION	3	EA	\$4,800.00	\$14,400.00
0705.4.1.A.1	PORTLAND CEMENT CONCRETE PAVEMENT - CLASS 4000A THICKNESS 12"	30,086	SY	\$110.00	\$3,309,460.00
0706.4.1.A.5	STANDARD 6" VERTICAL CURB AND GUTTER	5,569	LF	\$24.00	\$133,656.00
0706.4.1.B.3	CONCRETE VALLEY GUTTERS, TYPE TFSO-708	4,658	SF	\$32.00	\$149,056.00
0706.4.1.E.1	CONCRETE SIDEWALKS, 4" THICKNESS	1,747	SY	\$43.00	\$75,121.00
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	463	SY	\$75.00	\$34,725.00
0706.4.1.G.1	CONCRETE REPAIR	138	SY	\$50.00	\$6,900.00
0706.4.1.H.1.A.A	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712A, A	4	EA	\$2,200.00	\$8,800.00
0706.4.1.H.1.C.C4	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712C, C4	3	EA	\$2,200.00	\$6,600.00
0706.4.1.H.1.D.C3	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712D, C3	10	EA	\$2,200.00	\$22,000.00
0706.4.1.H.1.G.G	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712G, G	13	EA	\$2,200.00	\$28,600.00
0802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	13,389	TON	\$45.00	\$602,505.00
0810.4.1.A.1	PLANT MIX PAVEMENT - SUPERPAVE SP-3	203	TON	\$85.00	\$17,255.00
1001.4.2.A.1	STAGING AREA	1	LS	\$25,000.00	\$25,000.00
1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$5,000.00	\$10,000.00
1006.4.1.C.1	INLET PROTECTION	20	EA	\$125.00	\$2,500.00
1102.4.1.B.1	RELOCATE STREET LIGHT	1	EA	\$5,000.00	\$5,000.00
1102.4.1.E.1	CONDUIT, SIZE 1 1/4"	10,206	LF	\$9.00	\$91,854.00
1102.4.1.F.1	POLYMER CONCRETE JUNCTION BOX W/ RISER	5	EA	\$1,600.00	\$8,000.00
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	850	SF	\$13.00	\$11,050.00
1103.4.1.C.1.B	TRAFFIC CONTROL BARRICADES, TYPE II	20	EA	\$200.00	\$4,000.00
1103.4.1.C.1.C	TRAFFIC CONTROL BARRICADES, TYPE III	8	EA	\$300.00	\$2,400.00
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	250	EA	\$25.00	\$6,250.00
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	800	EA	\$20.00	\$16,000.00
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	500	MH	\$50.00	\$25,000.00
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	1,200	MH	\$55.00	\$66,000.00
1104.4.1.A.1	PAINTED PAVEMENT MARKINGS	4,736	SF	\$5.00	\$23,680.00
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	1,110	SF	\$8.00	\$8,880.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$609,859.80	\$609,859.80
2020.4.1.F.1	REFERENCE AND RESET MONUMENTS	1	EA	\$2,500.00	\$2,500.00
2030.4.1.C.1	VALVE BOX, TYPE WATER, ADJUST TO GRADE	4	EA	\$1,200.00	\$4,800.00
2030.4.1.D.1.B	MISCELLANEOUS UTILITY, ADJUST TO GRADE, TYPE SEWER	6	EA	\$1,200.00	\$7,200.00
2050.4.1.C.1	SUBGRADE PREPARATION GEOTEXTILE	374	SY	\$8.00	\$2,992.00
SP 02020	GRAVEL REPAIR	135	SY	\$50.00	\$6,750.00
SP 09000	CONSTRUCTION SURVEY	1	LS	\$120,000.00	\$120,000.00
SP 11000	FIBER OPTIC MANHOLE	5	EA	\$3,500.00	\$17,500.00
SP 11001	PTZ CAMERA SYSTEM - EASTLAND AND ADDISON	1	LS	\$15,000.00	\$15,000.00
SP 11002	PTZ CAMERA SYSTEM - EASTLAND AND FILER	1	LS	\$25,000.00	\$25,000.00
SP 11003	PTZ CAMERA SYSTEM - EASTLAND AND FALLS	1	LS	\$25,000.00	\$25,000.00
SP 11551	PEDESTRIAN TEMPORARY TRAFFIC CONTROL PLAN	25,000	CA	\$1.00	\$25,000.00
SP 20010	RELOCATE ROADSIDE SIGN	14	EA	\$300.00	\$4,200.00
SP 29902	REMOVE AND RESET EXISTING BLOCK WALL	80	SF	\$35.00	\$2,800.00
SP 32000	MISCELLANEOUS SITE WORK	100,000	CA	\$1.00	\$100,000.00
SSP 06012	FUEL ESCALATION CLAUSE	10,000	CA	\$1.00	\$10,000.00
SSP 06013	STORM WATER MANAGEMENT PLAN PREPARATION & APPROVAL	1	LS	\$25,000.00	\$25,000.00
SSP 07005	EXTRUDED CONCRETE CURB	191	LF	\$34.00	\$6,494.00
SSP 08105	TEMPORARY PAVING	1,500	SY	\$18.00	\$27,000.00
SSP 08125	ASPHALT REPAIR - OTHER	414	SY	\$52.00	\$21,528.00
SSP 10001	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND ADDISON	1	LS	\$10,000.00	\$10,000.00
SSP 10002	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FILER	1	LS	\$10,000.00	\$10,000.00
SSP 10003	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FALLS	1	LS	\$10,000.00	\$10,000.00
SSP 11002	PORTABLE CHANGEABLE MESSAGE SIGN	480	DAY	\$150.00	\$72,000.00
SSP 11008	PORTABLE FLOOD LIGHTS	100	HR	\$20.00	\$2,000.00
SSP 11450	TEMPORARY PAVEMENT MARKINGS	1	LS	\$10,000.00	\$10,000.00
SSP 20003	TEMPORARY CONSTRUCTION FENCING	2,000	LF	\$3.00	\$6,000.00
SSP 20009B	REMOVE AND REPLACE FENCE TYPE - WIRE FENCE HEIGHT (4-FT)	87	LF	\$80.00	\$6,960.00
SSP 20009C	REMOVE AND REPLACE FENCE TYPE - WELDED PIPE FENCE HEIGHT (3-FT)	40	LF	\$100.00	\$4,000.00
SSP 20113	CONCRETE BLOCK RETAINING WALL	476	SF	\$35.00	\$16,660.00
SSP 25050	4" TOPSPOIL	1,090	SY	\$15.00	\$16,350.00
SSP 25080	REMOVE AND RESET MAILBOX	13	EA	\$350.00	\$4,550.00
SSP 29064	SOD REPAIR	1,090	SY	\$9.00	\$9,810.00
SSP 29067A	REPAIR LANDSCAPING	1	LS	\$80,000.00	\$80,000.00
SSP 29090	TRIM TREE	7	EA	\$500.00	\$3,500.00
SSP 29101	REMOVE AND RESET SPRINKLER SYSTEM	7,264	LF	\$11.00	\$79,904.00

Extreme Excavations Bid Cost with
separated Contingency and Admin \$

CONSTRUCTION COST	\$6,708,457.80	\$7,882,943.25
DOMESTIC WATERLINE CONSTRUCTION COST	\$1,010,995.00	
5% CONSTRUCTION ADMIN ASSISTANCE	\$385,972.64	\$394,147.16
10% CONTINGENCY	\$771,945.28	\$788,909.59

PS&E DESIGN COST ESTIMATE	TOTAL	\$8,877,370.72
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\$9,066,000.00

CITY OF TWIN FALLS
EASTLAND DRIVE, ADDISON AVENUE TO FILER AVENUE
PROJECT NO. 23016
PS&E DESIGN SUBMITTAL COST ESTIMATE

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1104.4.1.A.1	PAINTED PAVEMENT MARKINGS	4,736	SF	\$5.00	\$23,680.00
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	1,110	SF	\$8.00	\$8,880.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$609,859.80	\$609,859.80
2020.4.1.F.1	REFERENCE AND RESET MONUMENTS	1	EA	\$2,500.00	\$2,500.00
2030.4.1.C.1	VALVE BOX, TYPE WATER, ADJUST TO GRADE	4	EA	\$1,200.00	\$4,800.00
2030.4.1.D.1.B	MISCELLANEOUS UTILITY, ADJUST TO GRADE, TYPE SEWER	6	EA	\$1,200.00	\$7,200.00
2050.4.1.C.1	SUBGRADE PREPARATION GEOTEXTILE	374	SY	\$8.00	\$2,992.00
SP 02020	GRAVEL REPAIR	135	SY	\$50.00	\$6,750.00
SP 09000	CONSTRUCTION SURVEY	1	LS	\$120,000.00	\$120,000.00
SP 11000	FIBER OPTIC MANHOLE	5	EA	\$3,500.00	\$17,500.00
SP 11001	PTZ CAMERA SYSTEM - EASTLAND AND ADDISON	1	LS	\$15,000.00	\$15,000.00
SP 11002	PTZ CAMERA SYSTEM - EASTLAND AND FILER	1	LS	\$25,000.00	\$25,000.00
SP 11003	PTZ CAMERA SYSTEM - EASTLAND AND FALLS	1	LS	\$25,000.00	\$25,000.00
SP 11551	PEDESTRIAN TEMPORARY TRAFFIC CONTROL PLAN	25,000	CA	\$1.00	\$25,000.00
SP 20010	RELOCATE ROADSIDE SIGN	14	EA	\$300.00	\$4,200.00
SP 29902	REMOVE AND RESET EXISTING BLOCK WALL	80	SF	\$35.00	\$2,800.00
SP 32000	MISCELLANEOUS SITE WORK	100,000	CA	\$1.00	\$100,000.00
SSP 06012	FUEL ESCALATION CLAUSE	10,000	CA	\$1.00	\$10,000.00
SSP 06013	STORM WATER MANAGEMENT PLAN PREPARATION & APPROVAL	1	LS	\$25,000.00	\$25,000.00
SSP 07005	EXTRUDED CONCRETE CURB	191	LF	\$34.00	\$6,494.00
SSP 08105	TEMPORARY PAVING	1,500	SY	\$18.00	\$27,000.00
SSP 08125	ASPHALT REPAIR - OTHER	414	SY	\$52.00	\$21,528.00
SSP 10001	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND ADDISON	1	LS	\$10,000.00	\$10,000.00
SSP 10002	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FILER	1	LS	\$10,000.00	\$10,000.00
SSP 10003	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FALLS	1	LS	\$10,000.00	\$10,000.00
SSP 11002	PORTABLE CHANGEABLE MESSAGE SIGN	480	DAY	\$150.00	\$72,000.00
SSP 11008	PORTABLE FLOOD LIGHTS	100	HR	\$20.00	\$2,000.00
SSP 11450	TEMPORARY PAVEMENT MARKINGS	1	LS	\$10,000.00	\$10,000.00
SSP 20003	TEMPORARY CONSTRUCTION FENCING	2,000	LF	\$3.00	\$6,000.00
SSP 20009B	REMOVE AND REPLACE FENCE TYPE - WIRE FENCE HEIGHT (4-FT)	87	LF	\$80.00	\$6,960.00
SSP 20009C	REMOVE AND REPLACE FENCE TYPE - WELDED PIPE FENCE HEIGHT (3-FT)	40	LF	\$100.00	\$4,000.00
SSP 20113	CONCRETE BLOCK RETAINING WALL	476	SF	\$35.00	\$16,660.00
SSP 25050	4" TOPSPOIL	1,090	SY	\$15.00	\$16,350.00
SSP 25080	REMOVE AND RESET MAILBOX	13	EA	\$350.00	\$4,550.00
SSP 29064	SOD REPAIR	1,090	SY	\$9.00	\$9,810.00
SSP 29067A	REPAIR LANDSCAPING	1	LS	\$80,000.00	\$80,000.00
SSP 29090	TRIM TREE	7	EA	\$500.00	\$3,500.00
SSP 29101	REMOVE AND RESET SPRINKLER SYSTEM	7,264	LF	\$11.00	\$79,904.00

CONSTRUCTION COST	\$6,708,457.80
DOMESTIC WATERLINE CONSTRUCTION COST	\$1,010,995.00
5% CONSTRUCTION ADMIN ASSISTANCE	\$385,972.64
10% CONTINGENCY	\$771,945.28

PS&E DESIGN COST ESTIMATE	TOTAL	\$8,877,370.72
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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Twin Falls ("Owner") and
Extreme Excavation, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Full-depth reconstruction of Eastland Drive with rigid concrete pavement between the intersections of Addison Ave to Filer Ave. Installation of ADA compliant pedestrian ramps along the corridor, the replacement of curb and gutter as needed, and installation of new sidewalk as needed.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Eastland Dr, Addison Ave to Falls Ave**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Precision Engineering, LLC, Joel Grounds, P.E.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **"Engineer"**

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **February 6, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **February 20, 2026**.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$1000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1000** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Bid Schedule 1					
Spec. Payment Reference	Item Description	Est. Qty.	Unit	Unit Price	Price
0201.4.1.C.1	REMOVAL OF OBSTRUCTIONS	1	LS	130,000.00	\$130,000.00
0202.4.1.A.1	EXCAVATION (PLAN QUANTITY)	18064	CY	\$19.00	\$343,216.00
0202.4.5.A.1	UNSUITABLE MATERIAL EXCAVATION	1500	CY	\$55.00	\$82,500.00
0403.4.1.A.1	HYDRANT	1	EA	\$8,284.00	\$8,284.00
0404.4.1.A.1	WATER SERVICE CONNECTION	3	EA	\$5,750.00	\$17,250.00
0705.4.1.A.1	PORTLAND CEMENT CONCRETE PAVEMENT - CLASS 4000A THICKNESS 12"	30086	SY	\$132.00	\$3,971,352.00
0706.4.1.A.5	STANDARD 6" VERTICAL CURB AND GUTTER	5569	LF	\$39.40	\$219,418.60
0706.4.1.B.3	CONCRETE VALLEY GUTTERS, TYPE TFSD-708	4658	SF	\$28.50	\$132,753.00
0706.4.1.E.1	CONCRETE SIDEWALKS, 4" THICKNESS	1747	SY	\$77.00	\$134,519.00
0706.4.1.F.1	CONCRETE DRIVEWAY APPROACH	463	SY	\$102.00	\$47,226.00
0706.4.1.G.1	CONCRETE REPAIR	138	SY	\$132.00	\$18,216.00
0706.4.1.H.1.A.A	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712A, A	4	EA	\$3,300.00	\$13,200.00
0706.4.1.H.1.C.C4	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712C, C4	3	EA	\$4,000.00	\$12,000.00
0706.4.1.H.1.D.C3	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712D, C3	10	EA	\$4,000.00	\$40,000.00

0706.4.1.H.1.G.G	PEDESTRIAN RAMP W/DETECTABLE WARNING DOMES, TYPE SD-712G, G	13	EA	\$4,000.00	\$52,000.00
0802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (PLAN QUANTITY)	13389	TON	\$23.25	\$311,294.25
0810.4.1.A.1	PLANT MIX PAVEMENT - SUPERPAVE SP-3	203	TON	\$355.00	\$72,065.00
1001.4.2.A.1	STAGING AREA	1	LS	\$49,600.00	\$49,600.00
1001.4.2.B.1	STABILIZED CONSTRUCTION ENTRANCE	2	EA	\$1,250.00	\$2,500.00
1006.4.1.C.1	INLET PROTECTION	20	EA	\$500.00	\$10,000.00
1102.4.1.B.1	RELOCATE STREET LIGHT	1	EA	\$10,604.00	\$10,604.00
1102.4.1.E.1	CONDUIT, SIZE 1 1/4"	10206	LF	\$9.00	\$91,854.00
1102.4.1.F.1	POLYMER CONCRETE JUNCTION BOX W/RISER	5	EA	\$3,095.00	\$15,475.00
1103.4.1.B.1	TRAFFIC CONTROL SIGNS	850	SF	\$10.00	\$8,500.00
1103.4.1.C.1.B	TRAFFIC CONTROL BARRICADES, TYPE II	20	EA	\$17.00	\$340.00
1103.4.1.C.1.C	TRAFFIC CONTROL BARRICADES, TYPE III	8	EA	\$133.00	\$1,064.00
1103.4.1.D.1	TRAFFIC CONTROL DRUMS	250	EA	\$22.00	\$5,500.00
1103.4.1.H.1	PORTABLE TUBULAR MARKERS	800	EA	\$14.00	\$11,200.00
1103.4.1.I.1	TRAFFIC CONTROL FLAGGERS	500	MH	\$58.00	\$29,000.00
1103.4.1.J.1	TRAFFIC CONTROL MAINTENANCE	1200	MH	\$58.00	\$69,600.00
1104.4.1.A.1	PAINTED PAVEMENT MARKINGS	4736	SF	\$0.90	\$4,262.40
1104.4.1.B.1	THERMOPLASTIC PAVEMENT MARKINGS	1110	SF	\$15.20	\$16,872.00
2010.4.1.A.1	MOBILIZATION	1	LS	389,743.00	\$389,743.00
2020.4.1.F.1	REFERENCE AND RESET MONUMENTS	1	EA	\$1,500.00	\$1,500.00
2030.4.1.C.1	VALVE BOX, TYPE WATER, ADJUST TO GRADE	4	EA	\$450.00	\$1,800.00
2030.4.1.D.1.B	MISCELLANEOUS UTILITY, ADJUST TO GRADE, TYPE SEWER	6	EA	\$950.00	\$5,700.00
2050.4.1.C.1	SUBGRADE PREPARATION GEOTEXTILE	374	SY	\$3.00	\$1,122.00
SP 02020	GRAVEL REPAIR	135	SY	\$30.00	\$4,050.00
SP 09000	CONSTRUCTION SURVEY	1	LS	\$30,360.00	\$30,360.00
SP 11000	FIBER OPTIC MANHOLE	5	EA	\$5,955.00	\$29,775.00
SP 11001	PTZ CAMERA SYSTEM - EASTLAND AND ADDISON	1	LS	\$12,067.00	\$12,067.00
SP 11002	PTZ CAMERA SYSTEM - EASTLAND AND FILER	1	LS	\$11,682.00	\$11,682.00
SP 11003	PTZ CAMERA SYSTEM - EASTLAND AND FALLS	1	LS	\$12,573.00	\$12,573.00
SP 11551	PEDESTRIAN TEMPORARY TRAFFIC CONTROL PLAN	1	CA	\$25,000.00	\$25,000.00
SP 20010	RELOCATE ROADSIDE SIGN	14	EA	\$550.00	\$7,700.00
SP 29902	REMOVE AND RESET EXISTING BLOCK WALL	80	SF	\$182.00	\$14,560.00
SP 32000	MISCELLANEOUS SITE WORK	1	CA	\$100,000.00	\$100,000.00
SSP 06012	FUEL ESCALATION CLAUSE	1	CA	\$10,000.00	\$10,000.00
SSP 06013	STORM WATER MANAGEMENT PLAN PREPARATION & APPROVAL	1	LS	\$110,581.00	\$110,581.00
SSP 07005	EXTRUDED CONCRETE CURB	191	LF	\$103.00	\$19,673.00
SSP 08105	TEMPORARY PAVING	1500	SY	\$35.00	\$52,500.00

SSP 08125	ASPHALT REPAIR - OTHER	414	SY	\$41.00	\$16,974.00
SSP 10001	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND ADDISON	1	LS	\$29,859.00	\$29,859.00
SSP 10002	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FILER	1	LS	\$29,859.00	\$29,859.00
SSP 10003	TEMPORARY TRAFFIC SIGNAL - EASTLAND AND FALLS	1	LS	\$29,859.00	\$29,859.00
SSP 11002	PORTABLE CHANGEABLE MESSAGE SIGN	480	DAY	\$68.00	\$32,640.00
SSP 11008	PORTABLE FLOOD LIGHTS	100	HR	\$3.00	\$300.00
SSP 11450	TEMPORARY PAVEMENT MARKINGS	1	LS	\$3,500.00	\$3,500.00
SSP 20003	TEMPORARY CONSTRUCTION FENCING	2000	LF	\$7.20	\$14,400.00
SSP 20009B	REMOVE AND REPLACE FENCE TYPE - WIRE FENCE HEIGHT (4-FT)	87	LF	\$36.00	\$3,132.00
SSP 20009C	REMOVE AND REPLACE FENCE TYPE - WELDED PIPE FENCE HEIGHT (3-FT)	40	LF	\$155.00	\$6,200.00
SSP 20113	CONCRETE BLOCK RETAINING WALL	476	SF	\$73.00	\$34,748.00
SSP 25050	4" TOPSOIL	1090	SY	\$17.00	\$18,530.00
SSP 25080	REMOVE AND RESET MAILBOX	13	EA	\$350.00	\$4,550.00
SSP 29064	SOD REPAIR	1090	SY	\$21.00	\$22,890.00
SSP 29067A	REPAIR LANDSCAPING	1	LS	\$39,820.00	\$39,820.00
SSP 29090	TRIM TREE	7	EA	\$688.00	\$4,816.00
SSP 29101	REMOVE AND RESET SPRINKLER SYSTEM	7264	LF	\$9.00	\$65,376.00
Bid Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$7,129,504.25

Bid Schedule 2					
Spec. Payment Reference	Item Description	Est. Qty.	Unit	Unit Price	Price
401.4.1.A.1	Water Main Pipe - Size 8" - Type C900 DR 25	30	LF	\$200.00	\$6,000.00
401.4.1.A.1	Water Main Pipe - Size 10" - Type C900 DR 25	55	LF	\$200.00	\$11,000.00
401.4.1.A.1	Water Main Pipe - Size 12" - Type C900 DR 25	4185	LF	\$106.00	\$443,610.00
401.4.1.B.1	Water Main Fitting - Size 6" Gate Valve	2	EA	\$1,427.00	\$2,854.00
401.4.1.B.1	Water Main Fitting - Size 8" Gate Valve	1	EA	\$2,080.00	\$2,080.00
401.4.1.B.1	Water Main Fitting - Size 10" Gate Valve	1	EA	\$2,946.00	\$2,946.00
401.4.1.B.1	Water Main Fitting - Size 12" Gate Valve	22	EA	\$3,470.00	\$76,340.00
401.4.1.B.1	Water Main Fitting - Size 6" - 11.25° Elbow	1	EA	\$626.00	\$626.00
401.4.1.B.1	Water Main Fitting - Size 6" - 45° Elbow	10	EA	\$2,244.00	\$22,440.00
401.4.1.B.1	Water Main Fitting - Size 8" - 45° Elbow	2	EA	\$631.00	\$1,262.00
401.4.1.B.1	Water Main Fitting - Size 10" - 45° Elbow	4	EA	\$822.00	\$3,288.00
401.4.1.B.1	Water Main Fitting - Size 10" - 90° Elbow	1	EA	\$956.00	\$956.00
401.4.1.B.1	Water Main Fitting - Size 12" - 45° Elbow	2	EA	\$845.00	\$1,690.00
401.4.1.B.1	Water Main Fitting - Size 12" - 90° Elbow	1	EA	\$1,162.00	\$1,162.00
401.4.1.B.1	Water Main Fitting - Size 12" x 10" Reducer	3	EA	\$3,012.00	\$9,036.00
401.4.1.B.1	Water Main Fitting - Size 12" x 6" Reducer	4	EA	\$939.00	\$3,756.00
401.4.1.B.1	Water Main Fitting - Size 12" Cross	1	EA	\$2,243.00	\$2,243.00
401.4.1.B.1	Water Main Fitting - Size 6" x 6" x 6" Tee	1	EA	\$710.00	\$710.00

401.4.1.B.1	Water Main Fitting - Size 10" x 10" x 10" Tee	1	EA	\$1,714.00	\$1,714.00
401.4.1.B.1	Water Main Fitting - Size 12" x 12" x 6" Tee	4	EA	\$1,305.00	\$5,220.00
401.4.1.B.1	Water Main Fitting - Size 12" x 12" x 8" Tee	1	EA	\$1,552.00	\$1,552.00
401.4.1.B.1	Water Main Fitting - Size 12" x 12" x 12" Tee	4	EA	\$1,792.00	\$7,168.00
403.4.1.A.1	New Fire Hydrant	4	EA	\$8,284.00	\$33,136.00
404.4.1.A.1	New Water Service Connection	6	EA	\$3,550.00	\$21,300.00
404.4.1.B.1	Reconnect Water Service Connection	29	EA	\$3,150.00	\$91,350.00
Bid Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$753,439.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **5th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion

or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **5** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of 51 sheets with each sheet bearing the following general title: **Eastland Dr, Addison Ave to Falls Ave**
7. Addenda (numbers 1 to 1 , inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. **N/A**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following

representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
10. The Contractor is an appropriately licensed public works contractor per Idaho Cod Section 54-1902.
11. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this

Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are ISPWC Division 100, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 25, 2025 (which is the Effective Date of the Contract).

Owner:

City of Twin Falls
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Troy Vitek
(typed or printed)

Title: City engineer
(typed or printed)

Attest: _____
(individual's signature)

Title: City Engineer
(typed or printed)

Address for giving notices:

203 Main Ave. W

Twin Falls, ID. 83301

Designated Representative:

Name: Troy Vitek
(typed or printed)

Title: City Engineer
(typed or printed)

Address:

203 Main Ave. W

Twin Falls, ID. 83301

Phone: 208-735-7273

Email: tvitek@tfid.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Extreme Excavation, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Jake Claridge
(typed or printed)

Title: Secretary
(typed or printed)

(If a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Secretary
(typed or printed)

Address for giving notices:

405 E 300 S

Jerome, ID. 83338

Designated Representative:

Name: Jake Claridge
(typed or printed)

Title: Secretary
(typed or printed)

Address:

405 E 300 S

Jerome, ID. 83338

Phone: 208-544-7625

Email: jake@exexinc.com

License No.: RCE-3345

PWC-C-16975-Unlimited
(where applicable)

State: Idaho

NOTICE TO PROCEED

Owner: City of Twin Falls Owner's Project No.: 23016
Engineer: Precision Engineering, LLC Engineer's Project No.: 23016
Contractor: Extreme Excavation, Inc. Contractor's Project No.: _____
Project: Eastland Dr, Addison Ave to Falls Ave
Contract Name: Eastland Dr, Addison Ave to Falls Ave
Effective Date of Contract: February 25, 2025

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on 02/25/2025 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is February 6, 2026 and
the date by which readiness for final payment must be achieved is February 20, 2026.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of Twin Falls
By (signature): _____
Name (printed): Troy Vitek
Title: City Engineer
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND

Contractor Name: Extreme Excavation, Inc. Address <i>(principal place of business)</i> : 405 E 300 S Jerome, ID. 83338	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Twin Falls Mailing address <i>(principal place of business)</i> : 203 Main Avenue East, PO Box 1907 Twin Falls, Idaho 83303	Contract Description <i>(name and location)</i> : Eastland Dr, Addison Ave to Falls Ave Twin Falls, Idaho Contract Price: \$7,882,943.25 Effective Date of Contract: 02/25/2025
Bond Bond Amount: Date of Bond: <i>(Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Extreme Excavation, Inc.	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: <u> Jake Claridge </u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u> Secretary </u>	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: <u> Jake Claridge </u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u> Secretary </u>	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with

said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

WARRANTY BOND

Contractor Name: Extreme Excavation, Inc. Address <i>(principal place of business)</i> : 405 E 300 S Jerome, ID. 83338	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Twin Falls Address <i>(principal place of business)</i> : 203 Main Avenue East, PO Box 1907 Twin Falls, Idaho 83303	Construction Contract Description <i>(name and location)</i> : Eastland Dr, Addison Ave to Falls Ave Twin Falls, Idaho Contract Price: \$7,882,943.25 Effective Date of Contract: 02/25/2025 Contract's Date of Substantial Completion: 02/06/2026
Bond Bond Amount: _____ Date of Bond: _____ Modifications to this Bond form: ☐ None ☐ See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 3 years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Extreme Excavation, Inc.	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: <u>Jake Claridge</u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u>Secretary</u>	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: <u>Jake Claridge</u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u>Secretary</u>	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
1. Modifications to this Bond are as follows: **"None"**

PAYMENT BOND

Contractor Name: Extreme Excavation, Inc. Address <i>(principal place of business)</i> : 405 E 300 S Jerome, ID. 83338	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Twin Falls Mailing address <i>(principal place of business)</i> : 203 Main Avenue East, PO Box 1907 Twin Falls, Idaho 83303	Contract Description <i>(name and location)</i> : Eastland Dr, Addison Ave to Falls Ave Twin Falls, Id. Contract Price: \$7,882,943.25 Effective Date of Contract: 02/25/2025
Bond Bond Amount: Date of Bond: <i>(Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Extreme Excavation, Inc.	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: <u> Jake Claridge </u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u> Secretary </u>	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: <u> Jake Claridge </u> <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: <u> Secretary </u>	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

2. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
3. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
4. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
5. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
6. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 6.1. Claimants who do not have a direct contract with the Contractor
 - 6.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 6.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 6.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
7. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
8. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 8.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 8.2. Pay or arrange for payment of any undisputed amounts.
 - 8.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

9. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
10. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
11. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
12. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
13. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
14. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
15. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
16. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
17. Definitions
 - 17.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 17.1.1. The name of the Claimant;
 - 17.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 17.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 17.1.4. A brief description of the labor, materials, or equipment furnished;

- 17.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 17.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 17.1.7. The total amount of previous payments received by the Claimant; and
 - 17.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 17.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 17.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 17.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 17.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
18. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
19. Modifications to this Bond are as follows: **"None"**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Twin Falls Owner's Project No.: 23016
Engineer: Precision Engineering, LLC Engineer's Project No.: 23016
Contractor: Extreme Excavation, Inc. Contractor's Project No.: _____
Project: Eastland Dr, Addison Ave to Falls Ave
Contract Name: Eastland Dr, Addison Ave to Falls Ave

This ☐ Preliminary ☐ Final Certificate of Substantial Completion applies to:

☐ All Work ☐ The following specified portions of the Work:

Date of Substantial Completion: _____

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: ☐ None ☐ As follows:

Amendments to Contractor's Responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement ISPWC Division 100, Standard General Conditions of the Construction Contract. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner Shall Furnish up to 2 printed or hard copies of the Drawings and Project Manual and one set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Before Starting Construction

SC-2.03 Add Paragraph 2.03.B as follows:

- B. Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to the Owner (or Engineer) the following:
 - 1. WH-5 Public Works Contract Report in conformance with Idaho Code Sections 54-1904A and 63-3624(g), and
 - 2. Affidavit of Payment of Securement of all taxes in conformance with Title 63, Chapter 15 Idaho Code.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Reference Points*

SC-4.03.A Add the following to the end of the paragraph:

At the discretion of the Owner, any stakes or benchmarks that are carelessly or willfully destroyed or disturbed by the Contractor or the Contractor's subcontractor will be replaced by the Owner the cost thereof charged to the Contractor.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

No reports or exploration and tests of subsurface conditions have been prepared or conducted for this site

5.06 *Hazardous Environmental Conditions*

No reports or drawings have been prepared for Hazardous Environmental Conditions at the site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
Employer's Liability	
Each accident	\$
Each employee	\$
Policy limit	\$1,000,000
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- E. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$1,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be between **8:00 a.m. and 6:00 p.m. Monday thru Saturday. Work shall not be conducted on Sundays and holidays. Contractor shall obtain Engineer's permission prior to performing operations at any time other than regular working hours.**
2. Owner's legal holidays are **New Year's Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, Christmas Day.**

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of **Idaho** and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

No Supplementary Conditions in this Article.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
 - a. if the Bid price of a particular item of Unit Price Work amounts to **25** percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than **25** percent from the estimated quantity of such item indicated in the Agreement; and
 - b. if there is no corresponding adjustment with respect to any other item of work; and
 - c. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an

2020 ISPWC 00800

Exhibit C—Geotechnical Baseline Report Supplement to the Supplementary Conditions
Modified from EJCDC® C-800 Supplementary Conditions of the Construction Contract

adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variation in the quantity of Unit Price Work performed.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

No Supplementary Conditions in this Article.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer , City Engineer

ACTION ITEM

Request:

Shoshone Falls Grade Project Update, and authorize the Engineering Department to negotiate with the contractor for incentives to finish access to the Shoshone Falls for the general public earlier than contracted.

Time Estimate:

Staff Estimates 5 to 10 minutes to update the council on the progress

Background:

Shoshone Falls Grade Reconstruction project was previously bid and awarded to RS Jobber. The project is proceeding and Engineering wanted to update the council on the progress. The project is contracted to obtain substantial completion on May 22nd. In an attempt to provide earlier access to the Falls for the touring public for the spring runoff flows, Engineering would like to negotiate with the contractor to see if incentives would be an opportunity to open access earlier for the public.

Approval Process:

Majority vote of City Council is needed to allow the City Engineer to negotiate incentives.

Budget Impact:

The project is currently on budget with minor change orders expected. Engineering reserved contingency funds for unforeseen items during construction. As the project has proceeded, the contingency funds are still mostly in place and Engineering would like to negotiate with the contractor to see if they would be willing to open access to the Falls to the general public earlier than contracted in exchange for an incentive to prioritize and expedite that work.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff Recommends Council authorize the City Engineer to negotiate incentives with RS Jobber for early completion of Shoshone Falls Grade access to the Falls.

Attachments:

None



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Gretchen Scott, Deputy City Manager

ACTION ITEM

Request:

A request to approve the reallocation of \$62,178.69 of remaining SLFRF funds from the Fleet remodel project and \$5,546.59 from Street Sidewalk Construction to complete a landscape and sidewalk improvement.

Time Estimate:

15 minutes

Background:

On March 13, 2023 the City Council allocated \$1.5 million of the SLFRF funds to remodel the Fleet maintenance building. The project was completed successfully and as fiscal year 2024 closed the Finance team was able to identify a balance of the original amount of SLFRF funds that have not been spent. I would like to request approval from the Council to reallocate those funds to a landscape project at the same site.

Based on the March 2023 meeting and decisions, the assumption after the SLFRF voting process was that any remaining funds would be allocated to the Stadium Blvd project. A 2019 estimate and overview of the project is included in the packet. This was created as part of the sidewalk masterplan. The Stadium Blvd project was ranked in the middle of the projects, design has not been budgeted.

The request before you today is to ask 1) if our assumption is correct? and 2) if not, would the Council consider an alternative allocation? Budget Coordinator, Mathew Farnes, has confirmed a total of \$62,178.69 remaining of the \$1.5 million allocated. These funds accumulated from unspent FF&E as well as \$60,825.06 returned from the CM/GC contractor Peterson Brothers' Construction of unused contingency.

The request is to reallocate \$62,178.69 in SLFRF funds to a landscape project in front of the Street department and at the rear of the maintenance buildings located at 152 6th Ave W. A picture of the location and a landscape plan is included in the agenda packet. When the building remodel project was proposed, the landscape was not included in the discussion. The plan that Parks Superintendent Chance Munns developed came after the SLFRF allocations were made. The proposed project involves transforming grass areas at 152 6th Ave W, in front of the Street department and the maintenance building, with low-maintenance ground cover, shrubbery, and trees. The quotes for the project are between \$41,195 - \$43,520. The Street department has committed to doing the ground prep work which further reduces the costs by approximately \$9,000.

Currently, our building property that borders 6th Ave W is the only section on that block that does not have a sidewalk. We have two quotes to construct ADA-compliant sidewalks; \$35,050 and \$44,751.28 respectively. Staff would like to construct this sidewalk as part of the project. To do so, staff is requesting an additional \$5,546.59 from the sidewalk construction budget be allocated to the project.

To complete this project, several departments have committed resources to ensure its success. Implementation involves the Street department removing old sod and preparing the site, the Water department relocating the water line and meter, and the Parks department handling backflow and irrigation control installations. Landscape and concrete contractors will be used for the materials and construction. Engineering, Planning and Zoning have reviewed the design. The building remodel did not trigger any requirement for the work to be completed. This is an initiative to improve the site, reduce the Park department maintenance load, improve walkability, and enhance the general esthetics of the area.

Approval Process:

A simple majority (50% +1) of the council present.

Budget Impact:

\$1,500,000 - the approved SLFRF budget for the shop remodel project.

\$1,010,049.93 - Funds allocated for the approved CM/CG contract amount

\$369,000 - Funds re-allocated for the Splashpad and Sunway Soccer Complex repair

\$56,172.47 - Funds spent for fixtures, furniture, and equipment in the new offices

\$2,598.91 - Miscellaneous costs allocated to the project

\$62,178.69 remaining

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

This project enhances city aesthetics, aligns with strategic goals for a walkable community, and supports sustainable maintenance practices. Its approval will complete infrastructure improvements in line with maintaining functional public spaces. I would recommend approval to reallocate \$62,178.69 of SLFRF funds and \$5,546.59 from sidewalk construction to this project.

Attachments:

1. Shop landscape
2. City Shop Landscape NOV 2024
3. Twin Falls City Building- Webb
4. Windsor estimate_1125
5. Twin Falls Fleet Maintenance Building proposal 11142024
6. Shop Sidewalk Estimate
7. Side walk quote 2

CITY OF TWIN FALLS

2020 SIDEWALK MASTER PLAN



LOCATION #5 STADIUM DR

MADRONA ST N TO WEST OF EASTLAND DR

IMPROVEMENT RANKING = 10

PURPOSE

PROVIDE APPROXIMATELY A QUARTER MILE OF SIDEWALK COMPLETING A SAFE PEDESTRIAN ROUTE TO TWIN FALLS HIGH SCHOOL, SAWTOOTH ELEMENTARY SCHOOL, THE CITY POOL, AND CASCADE PARK

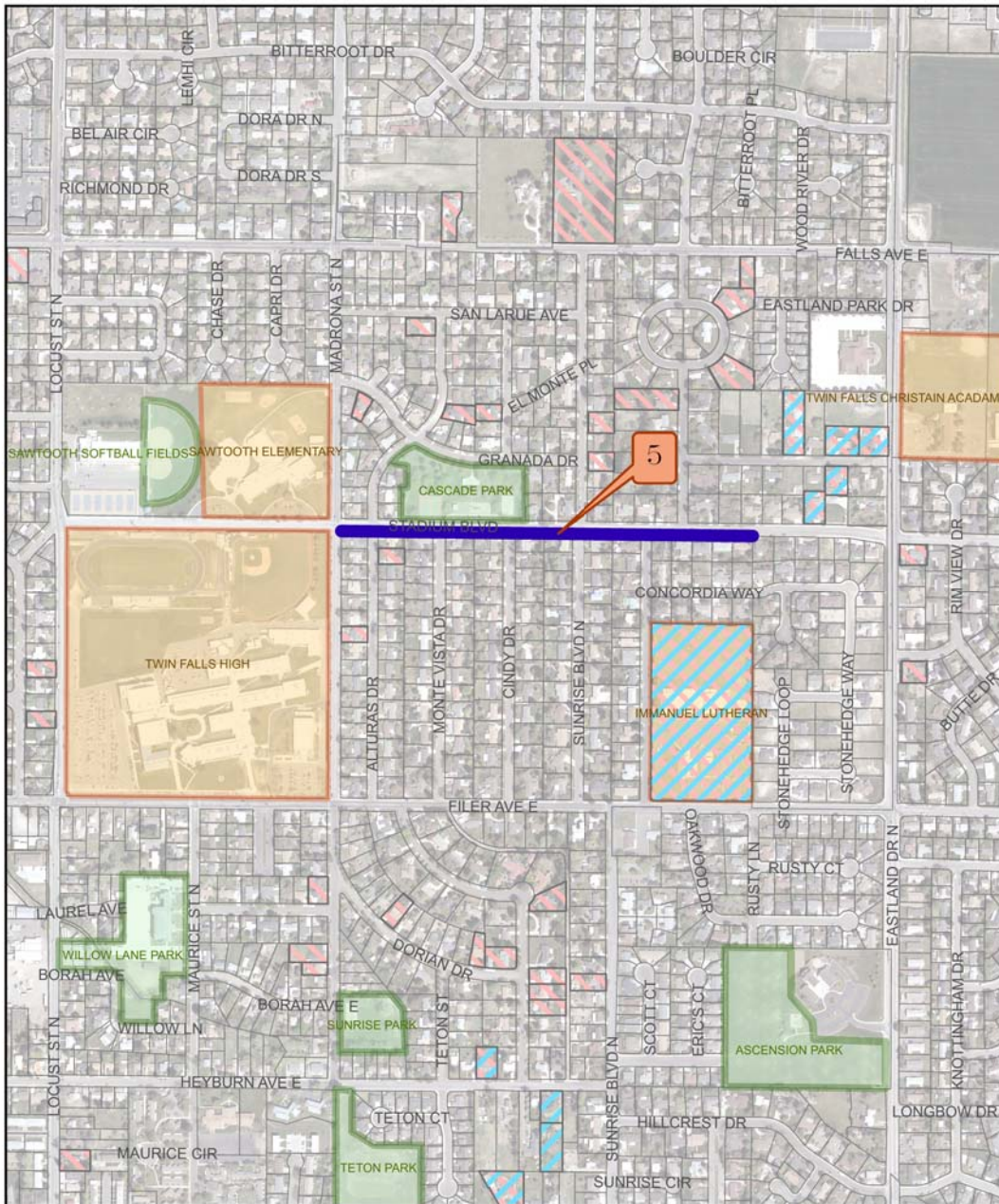
REQUIRED IMPROVEMENTS

- * 1770' OF SIDEWALK
- * 260' OF CURB/GUTTER NEEDED
- * 3 VALLEY GUTTERS TO BE REPLACED
- * 11 ADA RAMP TO BE ADDED
- * TREE REMOVAL
- * STREET LIGHTING TO BE RELOCATED
- * MTP DEVIATION NEEDED TO MATCH EXISTING SIDEWALK

ESTIMATED COST \$575,000.0

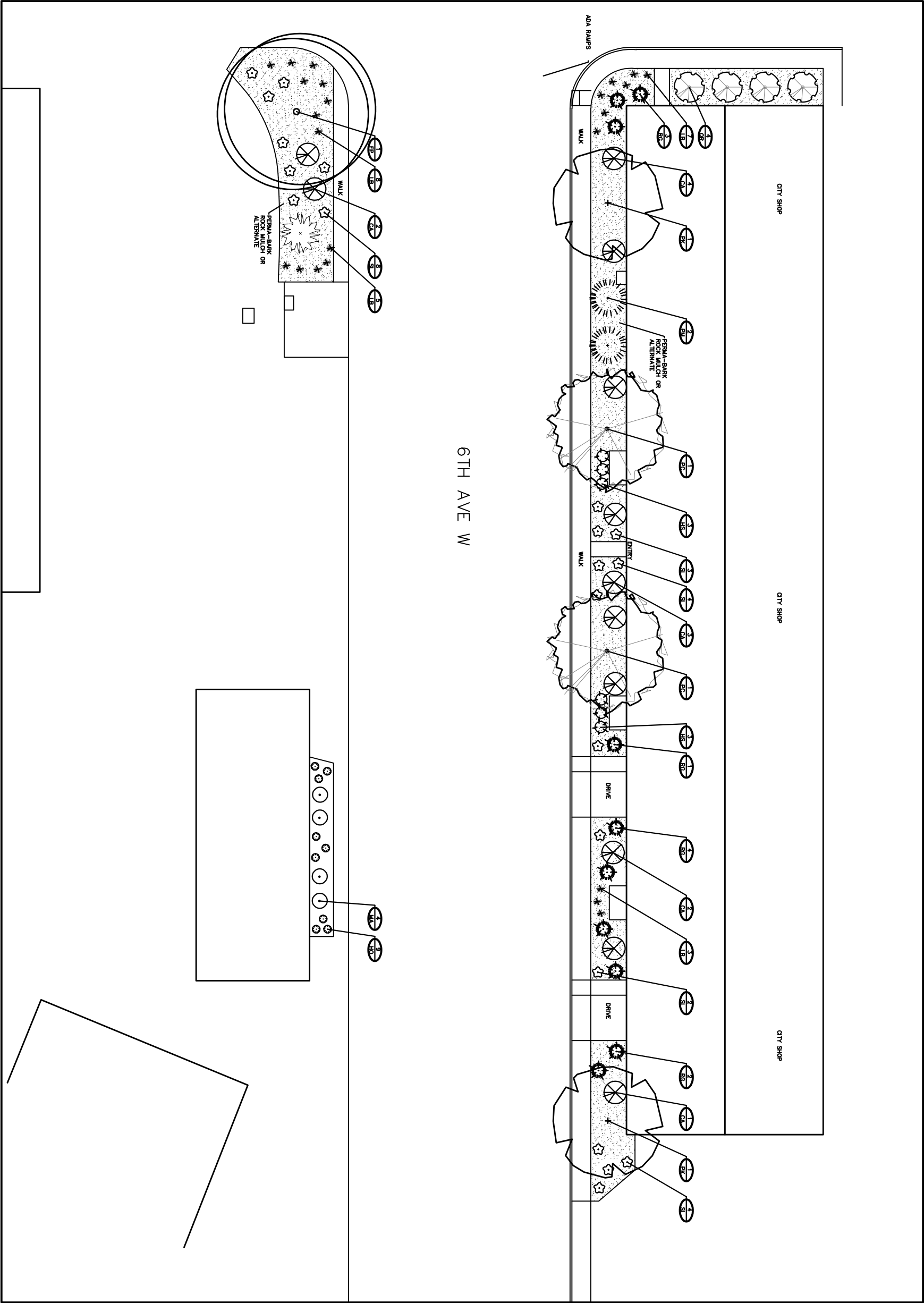
*COSTS INCLUDE CONSTRUCTION, ENGINEERING DESIGN/SURVEY (10%), CE&I (10%), AND CONTINGENCY (30%).

*COST DOES NOT INCLUDE RIGHT OF WAY ACQUISITION.





City Shop Plant List		
Symbol	Plant Name	
QR	Upright English Oak	4
PK	Kwanzan Cherry	2
PC	Prairiefire Crabapple	2
FP	European Beech	1
PM	Mugo Pine	2
CA	Red Twig Dogwood	12
RG	Ravenna Grass/Pampas	10
LB	Little Bluestem	23
HS	Blue Oat Grass	6
SL	Midnight Salvia	21
MA	Oregon Grape	4



Webb Landscape, Inc.
2285 Addison Ave E
Twin Falls, ID 83301



Office: 208-726-4927
Fax: 208-726-4767
www.webbland.com

ESTIMATE

To: Twin Falls City- City Shop
Address: 152 6th Ave. West, Twin Falls
Billing Info:

Date: November 18, 2024
Phone: 208-308-5725
Email: gscott@tfid.org
[Gretchen Scott](#)

Re: City Shop roadside renovation
Plan Set Date:

111	SITE PREPARATION: Removal of sod	subtotal	8,400.00
314	GRAVEL INSTALLED: Mountain Quartz Install	subtotal	16,250.00
500's	IRRIGATION INSTALLED: Adding new drip lines*	subtotal	5,950.00
602	PLANT MATERIAL INSTALLED: Planting trees and shrubs	subtotal	8,925.00
113	SANITARY FACILITIES	subtotal	150.00
114	DETAIL FINISH WORK & CLEAN UP	subtotal	1,520.00

*THE ESTIMATE FOR THE IRRIGATION IS UNDER THE
ASSUMPTION THAT ALL EXISTING VALVES WILL BE
USED AND IN GOOD, WORKING ORDER.

Thank You,
Cameron Lloyd
Project Manager

JOB TOTAL, ESTIMATED: \$ 41,195.00

Date: November 18, 2024

To: Twin Falls City- City Shop

Re: City Shop roadside renovation
Plan Set Date:

0
JOB TOTAL, ESTIMATED: \$ 41,195.00

OUR COMMITMENT:

- ▶ Webb maintains the integrity of our brand through accountability for our projects with an emphasis on quality, efficiency, industry best practices and a mindful stewardship of environmental conservation.
- ▶ Webb is committed to our client relationships. We will not be party to dishonesty, distortion, or the misrepresentation of our brand.
- ▶ Webb strives to maintain a positive working relationship with every client by providing the highest level of comprehensive, year round service while sustaining the long term value for your property.

WEBB LANDSCAPE CONTRACT:

WARRANTIES & INCLUSIONS:

- ▶ 3 year Limited Warranty on all hardscape projects
- ▶ First Season Limited Warranty on all plant material
- ▶ First year irrigation system adjustments and repairs
- ▶ One tree & shrub fertilization for all new plantings at time of installation

GENERAL TERMS & POLICIES:

- ▶ Prices reflect the 2024 work season.
- ▶ Estimates are subject to change or cancellation after the end of the current growing season.
- ▶ Winter weather conditions may increase costs.
- ▶ This is a cost estimate based on information and/or plans provided to Webb.
- ▶ Any engineering, permitting, HOA approvals or subcontracted work not listed on this estimate is considered the responsibility of the contracting party.
- ▶ Final costs may vary according to on site changes, actual quantities installed and unknowns such as unforeseen underground conditions/situations.
- ▶ Final billing shall be imposed upon actual quantities used and labor to install.
- ▶ **Due to market conditions, material costs are likely to vary and are subject to change without notice**
- ▶ **Product warranties do not apply to items sourced or supplied by homeowners or agents other than Webb Landscape, Inc.**
- ▶ **No warranty on Douglas Fir, Subalpine Fir, Vanderwolf Pine, all annuals and all perennials.**
- ▶ **First season limited warranty is defined as starting April 1st, ending November 1st.**
- ▶ **The plant warranty only covers the replacement plant material and does not cover labor, equipment, trash or other incidentals**
- ▶ **A deposit of one-third of the estimate total is due prior to the start of the project.**
- ▶ **Invoicing will be submitted on a monthly basis as work progresses.**
- ▶ **A 1.5% monthly finance charge shall be imposed on any portion of account not paid within 30 days of each billing.**

“Limited hardscape warranty” is defined as: Original size and type of material. This warranty is not subject to “acts of God” or conditions outside of Webb’s control. Including but not limited to floods, fires, vandalism, lightning, earthquakes.

“Limited plant warranty” is defined as: Original size and type of material. The warranty only covers a one time replacement per plant. This warranty is not subject to “acts of God” or conditions outside of Webb’s control. Including but not limited to floods, fires, vandalism, lightning, deer/elk/rodent damage, diseases or insects that have no controls or cures. It is not intended to cover healthy plants that are perceived as unacceptable due to conditions that may have affected their foliar appearance on a temporary or seasonal basis (e.g. insect damage, leaf spot fungus, hail damage, wind damage, snow loads, graze damage, etc.). Webb will set up proper watering for grow-in of new installs at the time of completion. Changes to that schedule can and will void all warranties should the plant material not survive the grow-in period due to a lack of water. Properties and projects not maintained by Webb during the initial grow-in season may void limited plant warranty.

ACCEPTANCE:

The pricing, specifications and conditions are satisfactory and accepted.
 Webb Landscape, Inc. is hereby authorized to perform the work as specified.
 Payments shall be made as outlined above.

Responsible Party

Date

Windsor's Nursery

#PWC-C-17529-B-4 / #RCE12767

3796 N. 3386 E.

Kimberly, Idaho 83341

208-734-2481

info@windsorsnursery.com | windsorsnursery.com



RECIPIENT:

City of Twin Falls, TF Park and Recreation

P.O. Box 1907

Twin Falls, ID 83303

SERVICE ADDRESS:

136 Maxwell Ave

Twin Falls, Idaho 83301

Estimate #1125

Sent on

11/27/2024

Description

City Shop Landscape

Total

\$41,875.28

Product/Service	Description	Qty.	Unit Price	Total
Plant Material	plant materials as drawn. exact size TBD but most trees 2" and shrubs 2-5 gallon size.	1	\$4,485.00	\$4,485.00
Planting Fee	Planting of trees/shrubs. Fish compost, root stimulator and granule seasonal fertilizers applied to each plant to give it the best start in its new home. A one year guarantee on plant material as long as there is adequate watering and care provided by you the owner. NO GUARANTEE for fungus, insects or frost/winter damage.	1	\$3,860.00	\$3,860.00*
Rock Forever Bark 1"	Rock to be placed over weed barrier in landscape beds	68	\$128.46	\$8,735.28
Spreading of Rock	Delivery and spreading of rock in landscape beds	1	\$3,650.00	\$3,650.00*
Weed Barrier Installed (sq.ft.)	Pro 5 weed barrier installed over soil to provide separation of the rock mulch and the soils	1	\$3,860.00	\$3,860.00*
Irrigation Material	Drip materials and filters to make driplines run throughout the entire beds. It is assumed that all the existing lawn is watered by spray heads. That could be converted to driplines with filters on the valves. New pipe feeders would most likely need to be run to feed the points of connection to the drip lines and all drip would be a pre-emitter type drip line	1	\$3,585.00	\$3,585.00
Irrigation Labor	Installing 1.25 and 1.0" drip line feeders in after drip filters attached to valves and manifold that exist for the current lawn sprinklers Installing all-new drip lines around the plants and trees	1	\$4,500.00	\$4,500.00*
Site Work	Excavators and dump trucks remove all existing sod and overburden to get the finished grade to 2-3 inches below the existing concrete. this will allow for 2-3 inches of rock mulch to be placed over the weed barrier and not be spilling onto the concrete	1	\$9,200.00	\$9,200.00*

Windsor's Nursery

#PWC-C-17529-B-4 / #RCE12767

3796 N. 3386 E.

Kimberly, Idaho 83341

208-734-2481

info@windsorsnursery.com | windsorsnursery.com



Total

\$41,875.28

Due to the volatility in the market place, our prices are subject to change prior to approval of project. If this happens we will inform you of the changes prior to starting the project. Quotes are only good for 30 days.

* Non-taxable

Signature: _____ **Date:** _____

PROPOSAL AND SALES CONTRACT FOR LANDSCAPE CONSTRUCTION SERVICES

Submitted To

Gretchen Scott
City of Twin Falls
203 Main Ave East, PO Box 1097
Twin Falls, ID 83303

Project

Fleet Maintenance Building
152 6th Ave West
Twin Falls, ID 83301
Proposal Date: November 14, 2024
Landscape Remodel

Scope

We propose to furnish the following scope of work to complete Fleet Maintenance Building.

Landscape & Irrigation Remodel

1. Mobilize equipment and materials to jobsite.
2. Placement of a portable toilet per location agreed upon with owner.
3. Daily and final cleanup of jobsite.
4. Remove and disposal of all site debris caused by the construction process.
5. Complete traffic control. (Does not include permits if required).
6. Remove the existing sod and dispose of off site.
7. Cut the existing grade to 3" below top of concrete.
8. Modify the existing irrigation system downstream of the existing valves.
 - a. Install drip control zone kits downstream of existing valves.
 - b. Remove existing sprinkler heads and cap swing joints as needed.
 - c. Use existing lateral lines and install stub ups for the drip irrigation system.
 - d. Install Rainbird drip line rings around each shrub and tree.
9. Install trees, shrubs, and perennials as per design concept.
10. Plants to be planted using premium soil building compost, mycorrhizal treatment, and root stimulating fertilizer.
11. Exact varieties and locations may vary from the design concepts due to size and availability restrictions.
12. Install Silver & Gold rock mulch approx. 3" deep over landscape fabric.

<u>Description</u>	<u>Unit</u>	<u>Quantity</u>
Sod Cut/Removal	sq. ft.	12,740.00
Irrigation Install - Drip Zone (No Valve - Retrofit existing)	each	3.00
Quercus robur 'Crimson Spire'	#25	4.00
Prunus serrulata 'Kwanzan'	#25	2.00
Malus 'Prairiefire'	#25	2.00
Fagus sylvatica	#25	1.00
Pinus mugo 'Pumilio'	#2	2.00
Cornus sericea 'Flaviramea'	#5	12.00
Saccharum ravennae	#1	10.00
Schizachyrium scoparium 'Little Bluestem'	#1	23.00
Helictotrichon sempervirens	#1	6.00
Salvia 'Midnight'	#1	21.00
Mahonia aquifolium 'Compacta'	#2	4.00
Silver & Gold Stone	sq. ft.	12,740.00
Traffic Control	LS	1.00

Landscape & Irrigation Remodel

1. Mobilize equipment and materials to jobsite.
2. Placement of a portable toilet per location agreed upon with owner.
3. Daily and final cleanup of jobsite.
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9. Install trees, shrubs, and perennials as per design concept.
10. Plants to be planted using premium soil building compost, mycorrhizal treatment, and root stimulating fertilizer.
11. Exact varieties and locations may vary from the design concepts due to size and availability restrictions.
12. Install Silver & Gold rock mulch approx. 3" deep over landscape fabric.

Description**Unit****Quantity****Subtotal Landscape & Irrigation Remodel****\$43,520.95****Total Project****\$43,520.95**

By: _____ Accepted: _____
Micheal Metcalf, Landscape Architect _____ Date _____
Kimberly Nurseries LLC _____ Gretchen Scott _____ Date _____

REG CONTRACTING

341 FILER AVE W
TWIN FALLS, ID 83301 USA
+12082128505
regcontracting@gmail.com

Estimate**ADDRESS**

City of Twin Falls
203 Main St East
PO Box 1907
Twin Falls, ID 83303-1907 USA

SHIP TO

City of Twin Falls
203 Main St East
PO Box 1907
Twin Falls, ID 83303-1907 USA

ESTIMATE #

1038

DATE

01/22/2025

P.O. NUMBER

TF Waste Water Building

SALES REP

RG

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	614-015A	Sidewalk / Gravel (SY)	255	85.69	21,850.95
	0470	ADA Sidewalk Ramps / Gravel (EA)	2	4,800.00	9,600.00
	614-020A	Driveway / Gravel (SY)	44.50	125.85	5,600.33
	201.4.1.E.2	Removal of Curb & Gutter / Driveways (LS)	1	5,000.00	5,000.00
	615-257A	Curb and Gutter / Gravel (LF)	100	27.00	2,700.00

* No Excavation -

* Gravel / Compaction / Testing included

TOTAL**\$44,751.28**

Accepted By

Accepted Date



STANLEY ASSOCIATES

GENERAL CONTRACTOR

P.O. BOX 1719, TWIN FALLS, IDAHO 83303

Ph. 208-734-0455

Fax 208-734-7841

E-mail Quotation

TO: Bud Stradley, Mark Thomson DATE: 1/31/2025
CO: 152 6th Ave West
EMAIL: bstradley@tfid.org, mthomson@tfid.org
FROM: Jim Reeves

RE: City Sidewalk upgrade

COMMENTS:

Stanley Associates proposes the following to demo existing approaches.
Prep, pour and Finish 5" of 4000 psi concrete over 2503sqft area.
Work includes 443lf of side walk, 1 pedestrian ramp and 3 approaches.
Remove and replace 2 overhead door slabs and one door stoop
10 curb cut backs to make approaches ada compliant.

Materials/Labor	\$	35,050.00
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Total	\$	35,050.00
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Work excludes All permits, excavation of existing sod and sub material in landscape area

Please be advised that our bid is valid for 30 days from the date of this quotation due to recent increases in material costs.
We appreciate your understanding and look forward to your prompt response.

Accepted By: _____ **Date:** _____

Idaho Contractor's License #RCE1267 • Idaho Public Works License #14120-AAA-3 • Oregon License #134710 •
Washington License #STANLAI981B4 • California License #773562 • Nevada License #0052239 •
Arizona License #ROC329310 • Utah License #11847327-5501



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to authorize the use of \$150,000 from the Streetlight Reserve Fund for the installation of additional subdivision lighting.

Time Estimate:

The request should take about five minutes.

Background:

The City recently amended our development standards to require a developer to install street lighting at the time of subdivision development. Until this change, the City was responsible for installing street lighting in new subdivisions. While the Code change has been made, the City is still responsible for the street lighting in all those subdivisions that already had a preliminary plat in place prior to the change in Code. So, while there is an end in sight, the City will still need to install subdivision lighting in multiple incoming subdivisions. Typically, a developer will submit a request for street lighting installation once they have completed the street construction within their developments. The City will then pay Idaho Power to install the standard wood pole, cobra head style street lighting along the newly constructed streets.

Each year, the City budgets around \$75,000 for new subdivision street lighting. Some years, that budget amount is enough, and other years it is not. This year, FY 2025, we have received more subdivision requests than we expected, and the City has spent all the \$75,000 in the first four months of the fiscal year. Our Engineering Department staff have reviewed the potential incoming subdivision requests that could still happen before October and are estimating that an additional \$150,000 of subdivision street lighting requests could be submitted.

The City regularly collects electric franchise fees from Idaho Power. These fees are paid to the City for the right to use City rights-of-way for electric infrastructure. A portion of the electric franchise fees collected is used to install lighting along the streets within the City's rights-of-way, creating a Streetlight Fund. Over the years, this fund has built up a reserve of around \$500,000. This fund is limited to the installation of street lighting. Due to the backlog of requests for subdivision street lighting, staff recommends that the Council authorize the use of up to \$150,000 from the Streetlight Reserve Fund for the installation of additional subdivision street lighting.

Approval Process:

A simple majority vote of the Council is needed to approve this request.

Budget Impact:

The FY 2025 budget included \$75,000 for the installation of new subdivision street lighting. Approval of this request will authorize up to an additional \$150,000 from the Streetlight Reserve Fund for this purpose. The reserve fund currently has around a \$500,000 balance.

Regulatory Impact:

If the Council approves this request, City staff will continue to install street lighting in new subdivisions, spending up to an additional \$150,000 in that effort.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council authorize the use of up to \$150,000 from the Streetlight Reserve Fund for the installation of additional subdivision street lighting.

Attachments:

None



Date: Monday, February 24, 2025
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to approve the Third Addendum to the Frontier Park Joint Use and Development Agreement between the City and the College of Southern Idaho regarding a 45-year extension to the term of that agreement.

Time Estimate:

The presentation should take about five minutes.

Background:

In 1976, the City and the College of Southern Idaho (CSI) entered into a Joint Use and Development Agreement that resulted in the development of the City's Frontier Park and CSI's Walker Field. Frontier Park has been an important piece of the City's park infrastructure ever since. Today, Frontier Park is as busy and popular as ever with its pickleball courts and youth baseball fields. A few years ago, the Rotary Club approached the City with a partnership request to update the restrooms in the park. It is a much-needed improvement, and the City agreed to participate. The length of the agreement between the City and CSI regarding this park has less than 50 years left on it. Since the City and the Rotary Club are making improvements that will likely outlive the remaining time of the agreement, the City approached CSI leadership with a request to extend the term of the agreement, allowing City residents the continued use of the park throughout its expected functional life span. CSI leadership agreed to a 45-year extension to the agreement. An addendum to the original 1976 agreement was prepared to do just that. The CSI Board approved the agreement at their February 18th meeting. Staff recommends that the Council approve the attached addendum as well.

Approval Process:

A simple majority vote of the Council is needed to approve the request.

Budget Impact:

There is no significant budget impact associated with this request.

Regulatory Impact:

If the Council approves the request, the Mayor will be able to execute the agreement, and the City will be able to enjoy the use of Frontier Park for the next 95 years.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Third Addendum to the Frontier Park Joint Use and Development Agreement between the City and CSI as presented.

Attachments:

1. City & CSI - Third Addendum to Joint Use & Development Agreement - 2-25
2. City & CSI - Joint Use and Development Agreement for Frontier Park - Original 1976 and First Addendum 1984

THIRD ADDENDUM TO
JOINT USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the COLLEGE OF SOUTHERN IDAHO, hereinafter "College," and the City of Twin Falls, Idaho, hereinafter "City."

WHEREAS the College and City entered into a Joint Use and Development Agreement on the 25th day of June, 1976, to which agreement this Agreement is added; and

WHEREAS, the City and College are desirous to extend the term of the Joint Use and Development Agreement beyond the term initially established;

WITNESSETH: for and in consideration of the mutual promises and covenants hereinafter contained, the College and the City agree to amend the Joint Use and Development Agreement dated the 25th day of June, 1976 as follows:

VI.

College and City agree that this Agreement shall continue until the date of June 25, 2120, unless otherwise terminated by the parties hereto by mutual agreement in writing.

CITY OF TWIN FALLS, IDAHO

By: _____
Ruth Pierce, Mayor

ATTEST:

COLLEGE OF SOUTHERN IDAHO,
JUNIOR COLLEGE DISTRICT

By: _____

ATTEST:

File - College of Southern Idaho

*File
Twin Falls*

Postage	Date	# of pages
Fax Note R7873		
To	Jerry Meyerhofer	
Fax#		
From	Tom Courtney	
Phone#		

JOINT USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, Made and entered into this 25 day of June, 1976, by and between the COLLEGE OF SOUTHERN IDAHO, JUNIOR COLLEGE DISTRICT, hereinafter called "COLLEGE", and THE CITY OF TWIN FALLS, a municipal corporation, by and through its City Council, and its Parks and Recreation Department, hereinafter called "CITY",

WHEREAS, College and City are desirous of entering into a certain Agreement whereby lands owned by said College can be developed by City for the joint benefit of the parties hereto and the public at large; and,

WHEREAS, College is desirous of further enhancing the good will of the community wherein it is located; and,

WHEREAS, Federal financial assistance is needed for the completion of this joint project; and,

WHEREAS, the program under which Federal financial assistance is available gives first preference to proposals that benefit the general public as opposed to those proposals which benefit only a segment of the public; and,

WHEREAS, City will be required to enter into a legal agreement with the State of Idaho covering the terms of the Land and Water Conservation Fund Program; and,

WHEREAS, an Agreement that does not benefit the general public at large may result in a demand for the return of the Federal funds involved in the intended project and the termination of future financial assistance for similar programs requested by City;

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter contained College and City agree as follows:

I.

That the College is the owner of approximately 24.82 acres of land situated in Twin Falls County, State of Idaho, adjacent to the College campus, more particularly described as follows:

A parcel of land in the S½W½SE¼ Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and being more specifically described as follows:

Commencing at the Quarter Corner common to Sections 4 and 9, Township 10 South, Range 17 East, Boise Meridian;

THENCE along the South boundary said Section 4 a distance of 365.48 feet on a bearing of South 88°59'36" East;

THENCE a distance of 50.00 feet on a bearing of North 0°54'00" East to the REAL POINT OF BEGINNING;

THENCE from this REAL POINT OF BEGINNING a distance of 813.37 feet on a bearing of North 0°54'00" East;

THENCE a distance of 4.52 feet on a bearing of South 88°59'36" East;

THENCE a distance of 583.12 feet on a bearing of North 0°54'00" East;

THENCE a distance of 459.94 feet on a bearing of South 82°34'49" East;

THENCE a distance of 122.24 feet on a bearing of South 0°45'31" West;

THENCE a distance of 514.28 feet on a bearing of South 55°12'50" East;

THENCE a distance of 60.05 feet on a bearing of South 89°14'09" East;

THENCE a distance of 657.19 feet on a bearing of South 1°02' West;

THENCE a distance of 293.00 feet on a bearing of North 88°59'36" West;

THENCE a distance of 100.00 feet on a bearing of South 1°02' West;

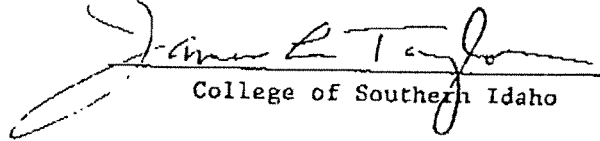
THENCE a distance of 116.37 feet on a bearing of South 52°00'44" East;

THENCE a distance of 110.00 feet on a bearing of South 1°02' West;

THENCE a distance of 746.58 feet on a bearing of North 88°59'36" West to the REAL POINT OF BEGINNING.

DESCRIPTION AMENDED JANUARY 20, 1977.

APPROVED:


College of Southern Idaho


City Mgr.
City of Twin Falls

I.

That the College is the owner of approximately 23.40 acres of land situate in Twin Falls County, State of Idaho, adjacent to the College campus, more particularly described as follows:

A parcel of land in the S $\frac{1}{4}$ N $\frac{1}{4}$ SE $\frac{1}{4}$ Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and being more specifically described as follows:

Commencing at the Quarter Corner common to Sections 4 and 9, Township 10 South, Range 17 East, Boise Meridian;

THENCE along the South boundary said Section 4 a distance of 365.48 feet on a bearing of South 88°59'36" East;

THENCE a distance of 50.00 feet on a bearing of North 0°54'00" East to the REAL POINT OF BEGINNING;

THENCE from this REAL POINT OF BEGINNING a distance of 813.37 feet on a bearing of North 0°54'00" East;

THENCE a distance of 4.52 feet on a bearing of South 88°59'36" East;

THENCE a distance of 427.82 feet on a bearing of North 0°54'00" East;

THENCE a distance of 427.26 feet on a bearing of South 89°14'09" East;

THENCE a distance of 550.48 feet on a bearing of South 55°12'50" East;

THENCE a distance of 60.00 feet on a bearing of South 89°14'09" East;

THENCE a distance of 657.19 feet on a bearing of South 1°02' West;

THENCE a distance of 293.00 feet on a bearing of North 88°59'36" West;

THENCE a distance of 100.00 feet on a bearing of South 1°02' West;

THENCE a distance of 116.36 feet on a bearing of South 52°00'44" East;

THENCE a distance of 110.00 feet on a bearing of South 1°02' West;

THENCE a distance of 746.58 feet on a bearing of North 88°59'36" West to the REAL POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 23.40
ACRES.

II.

That the College and City are desirous of developing
a park on said described premises and for that reason enter
into this Agreement.

III.

That City with its funds and certain Federal funds, here-
by agrees to undertake the development and maintenance of the
park and recreation area on said premises. Such development
shall include a baseball diamond and other recreation facilities
as the City may desire.

IV.

City agrees that it will undertake the development and
continuing maintenance of said premises during the period of this
Agreement.

V.

College agrees that the City will have free and complete
use of the entire premises from the first day of January of
each year through the last day of December of each year during
the terms of this Agreement and City agrees that College will
have first priority use of the baseball diamond only from the
first day of September of each year through the last day of
May of each year during the terms of this Agreement. City agrees
to maintain the premises each and every month during the term
of this Agreement.

VI.

College agrees that for a period of ninety-nine (99)
years, this Agreement shall continue unless otherwise terminated
by the parties hereto by mutual agreement in writing.

VII.

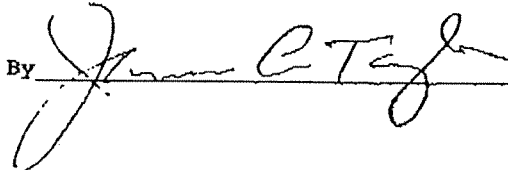
City agrees to indemnify and hold harmless the College
from any claims or causes of action which might arise during

the development or use of said premises by the City for City sponsored recreation programs only. College agrees to hold City harmless from any claim or action arising as a result of injury to any person caused through the negligence of College, its agents or employees, during any College sponsored use of the facilities herein referenced. City agrees to hold College harmless from any claim or action arising as a result of injury to any person caused through the negligence of City, its agents or employees, during any City sponsored use of the facilities herein referenced.

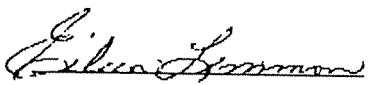
City agrees to hold College harmless from all other claims or actions arising as a result of any injury caused any person at all other times due to the negligence of City, its agents or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

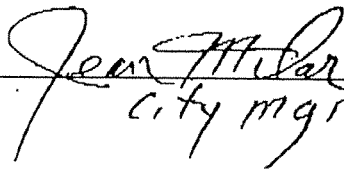
COLLEGE OF SOUTHERN IDAHO,
JUNIOR COLLEGE DISTRICT

By 

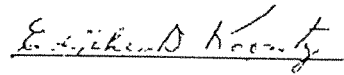
ATTEST:



CITY OF TWIN FALLS

By  city mgr

ATTEST:



A parcel of land in the S¹/₄W¹/₄SE¹/₄ Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and being more specifically described as follows:

Commencing at the Quarter Corner common to Sections 4 and 9, Township 10 South, Range 17 East, Boise Meridian;

THENCE along the South boundary said Section 4 a distance of 365.48 feet on a bearing of South 88°59'36" East;

THENCE a distance of 50.00 feet on a bearing of North 0°54'00" East to the REAL POINT OF BEGINNING;

THENCE from this REAL POINT OF BEGINNING a distance of 604.73 feet on a bearing of North 0°54'00" East;

THENCE a distance of 859.00 feet on a bearing of South 52°00'44" East;

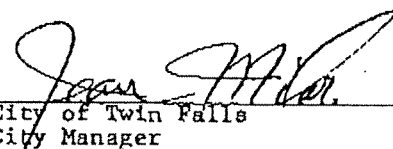
THENCE a distance of 88.00 feet on a bearing of South 1°02'00" West;

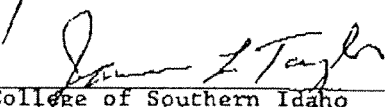
THENCE a distance of 685.03 feet on a bearing of North 88°59'36" West to the REAL POINT OF BEGINNING.

The above described parcel of land shall contain a Group Shelter, Parking, Restroom Facilities and Picnic Facilities.

Any future development shall be mutually agreed upon by the City of Twin Falls and The College of Southern Idaho.

February 7, 1977


City of Twin Falls
City Manager


College of Southern Idaho

CITY OF TWIN FALLS



P.O. Box 309

TWIN FALLS, IDAHO

23 - June - 1976

Dr. James L. Taylor
College of Southern Idaho
P.O. Box 1238
Twin Falls, Idaho 83301

Dear Dr. Taylor:

Enclosed are three copies of the Joint Use and Development Agreement that we have recently discussed.

You will note the changes in Sections VI and VII as we agreed and by your acceptance and signed agreement below on this letter, the City and College further agree that Section V shall read to include all other facilities that pertain to College sponsored uses and is not restricted to use of the baseball diamond only.

If acceptable, please sign all copies, keep one copy of this letter and one of the Agreement and return all others to this office for processing with the State Department of Parks and Recreation.

Sincerely,

Jeann Milar
Mr. Jeann Milar
City Manager

JM/jh
enclosures

Accepted and Agreed

James L. Taylor
College of Southern Idaho

Edith L. Lamm

ADDENDUM
TO
JOINT USE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of July, 1984, by and between the COLLEGE OF SOUTHERN IDAHO, JUNIOR COLLEGE DISTRICT, hereinafter called "COLLEGE", and THE CITY OF TWIN FALLS, a municipal corporation, by and through its City Council, and its Parks and Recreation Department, hereinafter called "CITY",

WHEREAS, the College and City entered into a Joint Use and Development Agreement on the 25th day of June, 1976, to which agreement this agreement is added; and,

WHEREAS, the College is desirous of establishing the six acres of land located west of Frontier Field Road as permanent open space; and,

WHEREAS, the College is desirous of maintaining said six acre area.

WITNESSETH:

For and in consideration of the mutual promises and covenants hereinafter contained, College and City agree to amend that Joint Use and Development Agreement dated the 25th day of June, 1976, as follows:

I.

That the six acres of land located west of Frontier Field Road shall be established as permanent open space. That six acre parcel contains a group shelter, parking, restroom facilities, and picnic facilities. That parcel is further described as follows:

A parcel of land in the S $\frac{1}{4}$ W $\frac{1}{4}$ SE $\frac{1}{4}$ Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, and being more specifically described as follows:

Commencing at the Quarter Corner common to Sections 4 and 9, Township 10 South, Range 17 East, Boise Meridian;

THENCE along the South boundary of said Section 4 a distance of 365.48 feet on a bearing of South 88°59'36" East;

THENCE a distance of 50.00 feet on a bearing of North 0°54'00" East to the REAL POINT OF BEGINNING;

THENCE from this REAL POINT OF BEGINNING a distance of 604.73 feet on a bearing of North 0°54'00" East;

THENCE a distance of 859.00 feet on a bearing of South 52°00'44" East;

THENCE a distance of 88.00 feet on a bearing of South 1°02'00" West;

THENCE a distance of 685.03 feet on a bearing of North 88°59'36" West to the REAL POINT OF BEGINNING.

II.

That any additional construction on said six acre parcel shall require the mutual agreement of both the College and City.

III.

That City shall continue its use of the group shelter, parking, restroom facilities and picnic facilities.

IV.

That College shall maintain said six acre parcel described above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF TWIN FALLS, IDAHO

By Ernie Peterson
Mayor

ATTEST:

James Chandler

COLLEGE OF SOUTHERN IDAHO,
JUNIOR COLLEGE DISTRICT

By Donald R. Meyerhoff

ATTEST:

Karl L. Black