



Twin Falls City Council Agenda

Monday, June 23, 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) Proclamations
 - a) **PRESENTATION:** Twin Falls Transit Day
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 June 16, Minutes. By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for June 12-18, 2025. By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve an Alcohol License for 2025-2026. By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request to approve June 18, 2025, Travel Requests. By: Amy Luna, Deputy City Clerk
 - e) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Paul Walker Meet event.
By: Lou Coronado
 - f) **ACTION ITEM:** Request City Council to approve the Special Event Permit for the organizers of the Hispanic Culture Event.
By: Wendy Davis, Director of Parks and Recreation
 - g) **ACTION ITEM:** Request to approve Amended Findings of Facts and Conclusion of Law for the following:
 - PZ24-0087 - Annexation on Harrison St S (Elevate Academy)
 - PZ25-0002 - ZDC/ZDA Wendell STBy: William Klaver, Senior Planner
 - h) **ACTION ITEM:** Consider a recommendation from the Parks and Recreation Commission to accept a donation from the Twin Falls Lion's Club of a bench to be placed near Evel Knievel jump site on the Canyon Rim Trail.
By: Wendy Davis, Parks and Recreation Director
 - i) **ACTION ITEM:** Consider a recommendation from the Parks and Recreation Commission to accept a future donation from Marsha White of a park bench to be placed at NorthernRidge Park.
By: Wendy Davis, Parks and Recreation Director
 - j) **ACTION ITEM:** Consider a recommendation from the Parks and Recreation Commission to accept a donation from Beverly and Randall Cullison of a bench to be placed near Sportsman's Warehouse on the Canyon Rim Trail.
By: Wendy Davis, Parks and Recreation Director
- 5) Items of Consideration
 - a) **ACTION ITEM:** Consider a recommendation from Mayor Pierce to re-appoint Janeale Dean and Amy Westover to the Public Art Commission.
By: Wendy Davis, Parks and Recreation Director
 - b) **ACTION ITEM:** Request to re-appoint the Building Advisory committee members.
By: Matthew Long, Building Official
 - c) **ACTION ITEM:** Request to appoint Kahler Nield with EHM to the Building Advisory committee for the Engineering position.
By: Matthew Long, Building Official
 - d) **PRESENTATION:** Swearing in ceremony for two new Twin Falls Police Department police officers. It is requested that Honorable Mayor Ruth Pierce administer the Oath of Office to Sebastian Kondracki and Austin Titus.
By: Matthew Hicks, Chief of Police

- e) **PRESENTATION:** Formal ceremony promoting Terry Thueson to the position of Captain, Steven Gassert to the position of Lieutenant, Justin Hendrickson to the position of Lieutenant, Elisha Batteiger to the position of Sergeant, Preston Stephenson to the position of Sergeant, Martin Becerra to the position of Corporal, and Josh Rivers to the position of Corporal before the City Council.
By: Matthew Hicks, Chief of Police
- f) **ACTION ITEM:** A request to approve a contract with Core Construction to serve as the City's construction manager/general contractor (CM/GC) for the construction and development of Vista Bonita Park expansion project.
By: Wendy Davis, Parks and Recreation Director
- g) **ACTION ITEM:** Request for a budget amendment to use \$47,300.00 of Community Development Block Grant (CDBG) funds to pay for the 2026-2031 5-year Consolidated Plan.
By: William Klaver, Senior Planner
- 6) General Public Input
- 7) Advisory Board Report/Announcements
- 8) Public Hearings
 - a) **ACTION ITEM:** Request to approve improvement alternatives 1 and 3 from the Magic Valley Regional Airport Water System Facilities Plan.
By: Lee Glaesemann, Assistant City Engineer
- 9) Adjournment

Any person(s) needing special accommodation 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 other speakers.
3. All presenters shall remain respectful.

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

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

Public Hearing Procedures for Zoning Requests

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

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

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

Proclamation

*Recognition of Twin Falls Transit Day
July 1, 2025*

WHEREAS: the City of Twin Falls operates the Ride TFT public transit system in accordance with its goals for an accessible community; and

WHEREAS: July 1, 2025 will be the second anniversary of the launch of Ride TFT, and the end of its original planned pilot period; and

WHEREAS: Ride TFT has demonstrated a robust and ongoing need for public transit service in Twin Falls and the greater Magic Valley region, and increased public awareness of public transit and its role in a healthy, accessible, and economically thriving community.

THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim July 1, 2025, to be

Twin Falls Transit Day

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this*

*Ruth Pierce, Mayor
City of Twin Falls*

*Amy Luna
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, June 16, 2025, 5:00 PM

*****Amended Agenda (Item H & J)*****

Council Chambers

203 Main Avenue East, Twin Falls, Idaho

1) Call Meeting to Order/Confirmation of Quorum

Present: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Christopher Reid, Spencer Cutler, and Cherie Vollmer.

Absent: Council Member Grayson Stone.

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, Airport Director Bill Carberry, Environmental Manager Nathan Erickson, Assistant Public Works Director Erin Steel, Assistant to the City Manager Mandi Thompson, Public Works Director Josh Baird, Police Chief Hicks, Planning & Zoning Director Jonathan Spendlove, Senior City Planner Will Klaver,

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

2) Pledge of Allegiance

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

3) Consent Calendar

MOTION: Vice Mayor Brown moved to approve the Consent Calendar as presented. **Council Member Hawkins** 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 June 09, Minutes.
- b) Request to approve Accounts Payable for June 05-11, 2025.
- c) Request to approve June 11, 2025, Travel Requests.
- d) Request to approve 2025 April Wells Fargo Credit Card Summary.
- e) Request City Council approve the Special Event Permit for the organizers of the Family Summit event.
- f) Requesting approval to sign an addendum for the Office of Drug Policy Grant extension
- g) Request to accept the Improvement Agreement for the purpose of developing **Prosperity Hills Subdivision (Phase 1A & 1B)** public infrastructure for a future subdivision.

4) Items of Consideration

- a) Request to re-appoint Richard Brown to the Twin Falls Housing Authority to serve as a commissioner for a five-year term.

Twin Falls House Authority Director Sunny Shaw requested to reappoint Richard Brown to the Twin Falls Housing Authority to serve as a commissioner for a five-year term.

Discussion ensued as follows: None.

MOTION: Council Member Reid moved to approve the request to re-appoint Richard Brown

to the Twin Falls Housing Authority to serve as a commissioner for a five-year term. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- b) Request to appoint Tammi Harr to the Twin Falls Housing Authority to fulfill the term of Commissioner Sonius, term ending February 2029.

Twin Falls House Authority Director Sunny Shaw requested to appoint Tammi Harr to the Twin Falls Housing Authority to fulfill the term of Commissioner Sonius, term ending February 2029.

Discussion ensued as follows: None.

MOTION: Vice Mayor Brown moved to approve the request to appoint Tammi Harr to the Twin Falls Housing Authority to fulfill the term of Commissioner Sonius, term ending February 2029. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Presentation and award of Municipal Powers Outsource Grants (MPOG).

Assistant to the City Manager Thompson gave a presentation and was awarded the Municipal Powers Outsource Grants (MPOG).

Mayor Pierce recused herself from this item. Turned the meeting over to **Vice Mayor Brown**.

1. Culture for Change Foundation.

Council Member Reid: Asked for some additional information.

2. Everybody's Pantry.

3. Magic Valley Art Council

Council Member Hawkins: Asked for clarification.

4. Twin Falls Zoo

5. United Way

6. Voices Against Violence

Council Member Reid: Asked for some clarification.

7. Walker Center

Council Member Reid: Asked for some clarification.

8. Wellness Tree

9. Center for Community Health

Discussion ensued as follows:

Vice Mayor Brown: Thanked all for their submissions and explained the existing numbers.

Council Member Reid: Thanked all for their work within our community.

Council Member Hawkins: Spoke about the process.

Vice Mayor Brown: Asked for a conversation about the requests and spoke about how to proceed.

Council Member Reid: Gave some clarification on his choices.

Council Member Cutler: Gave some clarification on his choices.

Vice Mayor Brown: Gave some clarification on his choices.

Council Member Vollmer: Gave some clarification on his choices.

Council Member Hawkins: Gave some clarification on his choices.

Council Member Cutler: Gave some clarification on his choices.

MOTION: Council Member Reid moved to approve the following recipients of the Municipal Powers Outsource Grants (MPOG): Culture for Change Foundation - \$10,000 Center for Community Health - \$10,000 Magic Valley Arts Council - \$9,700 Victims Against Violence - \$10,000 Wellness Tree Clinic - \$9,990. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voting in favor of the motion, 5 to 0 with **Mayor Pierce** abstaining.

Vice Mayor Brown thanked Mrs. Thompson for the presentations.

- d) Request to authorize the mayor to sign an amendment to the City & County Airport Agreement

Airport Manager Carberry requested to authorize the mayor to sign an amendment to the City & County Airport Agreement.

Discussion ensued as follows:

Council Member Reid: Thanked the parties for their work on this agreement amendment.

MOTION: Council Member Reid moved to approve the request to authorize the mayor to sign an amendment to the City & County Airport Agreement. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- e) Request to authorize the mayor to sign three (3) grant applications for FAA airport capital improvement project funding.

Airport Manager Carberry requested to authorize the mayor to sign three (3) grant applications for FAA airport capital improvement project funding.

- The Runway Enviro Assessment & 30% Design Project – \$624,593.00
- Design for the Terminal Access Improvement Project - \$331,550.00
- The N.W. Aircraft Parking Ramp Design & Rehab. - \$1,852,818.00

Discussion ensued as follows: None.

MOTION: Council Member Hawkins moved to approve the request to authorize the mayor to sign three (3) grant applications for FAA airport capital improvement project funding. Council Member Vollmer seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- f) Request to Reject Bids for the Airport's FAA N.W. Ramp Rehabilitation Project and Re-bid the Project. Airport Manager Carberry requested to Reject Bids for the Airport's FAA N.W. Ramp Rehabilitation Project and Re-bid the Project.

Discussion ensued as follows: None.

MOTION: Council Member Reid moved to approve the request to reject Bids for the Airport's FAA N.W. Ramp Rehabilitation Project and Re-bid the Project. Vice Mayor Brown seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- g) City staff requests that the Council approve the use of wastewater reserve funds, not to exceed \$527,318, to fund the installation of new heat exchangers, crack sealing of the east digester, and other related equipment replacement associated with the digesters and boilers. Environmental Manager Erickson requested that the Council approve the use of wastewater reserve funds, not to exceed \$527,318, to fund the installation of new heat exchangers, crack sealing of the east digester, and other related equipment replacement associated with the digesters and boilers.

Discussion ensued as follows: None.

MOTION: Vice Mayor Brown moved to approve the request to approve the use of wastewater reserve funds, not to exceed \$527,318, to fund the installation of new heat exchangers, crack sealing of the east digester and other related equipment replacement associated with the digesters and boilers. Council Member Vollmer seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- h) Approval of Resolution 2025-010, a Resolution of the City of Twin Falls declaring a state of emergency in the City of Twin Falls in accordance with Idaho Code 46-1011 because of a water transmission main break at the intersection of Blue Lakes Boulevard and Highland Avenue.

Assistant Public Works Director Steel Requested **Resolution 2025-010**, a Resolution of the City Council of the City of Twin Falls declaring a state of emergency in the City of Twin Falls in accordance with Idaho Code 46-1011 because of a water transmission main break at the intersection of Blue Lakes Boulevard and Highland Avenue.

Discussion ensued as follows: None.

MOTION: Council Member Vollmer moved to approve the request to approve **Resolution 2025-010**, a Resolution of the City Council of the City of Twin Falls declaring a state of emergency in the City of Twin Falls in accordance with Idaho Code 46-1011 because of a water transmission main break at the intersection of Blue Lakes Boulevard and Highland Avenue. Council Member Hawkins seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- i) Request to use \$155,310 from water reserves to fund the emergency road repair of Blue Lakes Boulevard South and authorize the mayor to sign the contract with Idaho Materials & Construction.

Assistant Public Works Director Steel requested to use \$155,310 from water reserves to fund the emergency road repair of Blue Lakes Boulevard South and authorize the mayor to sign the contract with Idaho Materials & Construction.

Discussion ensued as follows: None.

MOTION: Vice Mayor Brown moved to approve the request to use \$155,310 from water reserves to fund the emergency road repair of Blue Lakes Boulevard South and authorize the mayor to sign the contract with Idaho Materials & Construction. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- j) A request to use \$31,029 of Fiscal Year 2025 contingency funds to hire a surveyor, to hire an architect, and for the City Band's 120th season.

Deputy City Manager Humble requested to use \$31,029 of Fiscal Year 2025 contingency funds to hire a surveyor, to hire an architect, and for the City Band's 120th season.

- EHM Engineering - Plat - \$17,190 (City portion)
- Laughlin Ricks Architecture - Storage Space Design - \$10,000
- Twin Falls Municipal Band - Price increase - \$3,839

Discussion ensued as follows: None.

MOTION: Vice Mayor Brown moved to approve the request to use \$31,029 of Fiscal Year 2025 contingency funds to hire a surveyor, to hire an architect, and for the City Band's 120th season. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

5) General Public Input

6) Advisory Board Report/Announcements

Council Member Cutler reported about the Library Board.

City Manager Rothweiler announced that the city would be sponsoring the fireworks show again this year. Spoke about the fireworks rules and reminded all that the City of Twin Falls will be closed on Thursday, June 19th, 2025.

7) Public Hearings

- a) Request for a Zoning District Change/Zoning Development Agreement from R-2 to R-4 ZDA on property located at 807 Wendell St. c/o Sid Lezamiz (PZ25-0002)

City Planner Klaver requested a Zoning District Change/Zoning Development Agreement from R-2 to R-4 ZDA on property located at 807 Wendell St. c/o Sid Lezamiz (PZ25-0002).

Discussion ensued as follows:

Mayor Pierce: Asked for some clarification.

Council Member Vollmer: Asked for clarification on the parking.

Council Member Reid: Asked for additional information.

Council Member Vollmer: Asked about sidewalks. The applicant spoke about the request.

Public Hearing Opened: 7:02 pm

Mark Quilisey spoke against this request.

Marty Pole spoke against this request.

The applicant addressed the citizens' concerns.

Public Hearing Closed: 7:12 pm

Discussion ensued as follows:

Council Member Cutler: Spoke in favor of this request.

Council Member Vollmer: Asked for clarification on the parking and the drainage.

Vice Mayor Brown: Asked for clarification on the canal.

MOTION: Council Member Reid moved to approve the request for a Zoning District Change/Zoning Development Agreement from R-2 to R-4 ZDA on property located at 807 Wendell St. c/o Sid Lezamiz (PZ25-0002) as presented with the presented recommendations. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

8) Executive Session

- a) Request to adjourn 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 Reid moved to approve the request to convene to Executive Session pursuant to Idaho Code § 74-206(1)(f). **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

9) Adjournment

Adjourned into Executive Session at 7:21 PM. Regular meeting adjourned at 7:33 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No. Ext): (530) 477-6521	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549		
	Grass Valley CA 95945	INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Company	NAIC # 35378
INSURED		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			3DS5476-M4893059	09/13/2025 12:01 AM	09/14/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire) \$ 1,000,000
	Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Deductible \$ 1,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Attendance: 300, Event Type: Car Show - Static(Parked) Only. Static Car Show - No moving vehicles or live music performances;

CERTIFICATE HOLDER**CANCELLATION**

Lighthouse Christian School City of Twinfalls 960 Eastland Dr Twin Falls ID 83301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Lighthouse Christian School
City of Twinfalls
960 Eastland Dr
Twin Falls, ID 83301

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

free spectator parking

spectator entrance

free spectator parking
free spectator parking

• • • • • cones

general admission
parking

general admission
parking

general admission
parking

general admission
parking

general admission
parking

general admission
parking

general admission
parking

vendor

vendor

food truck

vendor

closed off to
avoid interference
with traffic

vendor

vendor

vendor

vendor

bounce
house

music

main
booth
raffle

VIP parking

portable
toilets

vehicle event
entrance

Light
Christian

9th Ave E

Eastland Dr

Eastland Dr



Date: Monday, June 23, 2025, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

Request:

Request City Council to approve the Special Event Permit for the organizers of the Paul Walker Meet event.

Time Estimate:

Staff is requests that this item be placed on the Consent Calendar.

Background:

Isabel Leon, on behalf of the Paul Walker Meet, has submitted a special events application requesting to hold the Paul Walker Meet Car Show. The car show will be held on September 13, 2025, from 2 p.m. to 10 p.m.

The car show will be held at the Lighthouse Christian School, located at 960 Eastland Dr. They will have amplified sound in the form of recorded music and announcements of trophy winners.

Leon says this is a family-friendly event, all are welcome to come out and enjoy all the nice-looking cars that will be on display. They will have a bounce house for the kids to enjoy.

A portion of the proceeds will be going to St. Luke's Health Foundation. There will be several food and merchandise vendors on site for spectators attending the event.

Approval Process:

Consent of the Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

(A) Intends to broadcast amplified sound or generate unusual noise.

Budget Impact:

There is no budget impact.

Regulatory Impact:

N/A

Conclusion:

This Special Events Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.



Special Event Application

Event Application

The City of Twin Falls recognizes the importance of hosting special events in our community. Each year the City of Twin Falls receives in excess of one hundred (100) special event applications. This application sets forth the minimum requirements for holding a special event inside the City, however additional items may be required by the Twin Falls City Special Events Coordinator or other Twin Falls City departments.

*All Special Event Applications must be completed and submitted to the City of Twin Falls no less than forty-five (45) days prior to hosting an event.

*A non-refundable application fee of twenty-five dollars (\$25) is required at the time of application submission. Applications with unpaid fees will not be reviewed for approval.

Questions: Contact the Twin Falls Police Department Special Events Sergeant at (208)735-7200.

Questionnaire and Good Faith Estimate

Name of Event *	Paul Walker Meet		
Event Start Date *	09/13/2025		
	02:00:00 PM		
Event End Date *	9/13/2025		
	10:00:00 PM		
Location of Event *	Light House Christian School		
Name of Organizer *	Isabel Leon		
Organizer Contact *	Angel Leon		
Business Phone *	(208)749-6942		
Cell Phone *	(208)749-6942		
Email Address *	isabel12castaneda@gmail.com		
Mailing Address *	Street Address		
	125 10th ave W		
	Address Line 2		
	Apt E6		
	City	State / Province / Region	
	Twin Falls	ID	
	Postal / Zip Code	Country	
	83301	USA	
Estimated Attendance *	☒ Less than 500 attendees		
	☐ 500 or more attendees		

Basis for Attendance Estimate

We have 112 available parking spots. assuming everyone will bring 1-2 passengers, that would put us at 224. We are in the works of having a big influencer come to the event, numbers could vary.

*

Will Alcohol be sold, served or consumed at your event?

☐ Yes ☒ No

(Alcohol permits and/or catering permits may apply.)

*

Will you use a City Park or any portion of a City of Twin Falls walking trail?

☐ Yes ☒ No

(Additional permits required by the Department of Parks and Recreation.)

*

Will there be tents or structures utilized at your event?

☒ Yes ☐ No

(A fire inspection may be required from the Fire Department.)

Description of tents or structures *

10x10 pop up tents

*

Will your event include pyrotechnics or fireworks?

☐ Yes ☒ No

(Fire permit required from the Fire Department.)

*

Will there be amplified sound at your event?

☒ Yes ☐ No

*

Will your event require any street closures?

☐ Yes ☒ No

*

Will there be any inflatables, such as bounce houses, at your event?

☒ Yes ☐ No

Description of inflatables *

bounce with me bounce house

*

Will your event generate any type of waste (trash plan)?

☒ Yes ☐ No

*

Will your event utilize signs, banners, flags, etc.?

☒ Yes ☐ No

(Sign permit may be required from Planning and Zoning.)

Special event applicants, promoters and sponsors whose special event requires the use of extraordinary City resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those extraordinary resources as determined by the Special Events Coordinator. Full payment for said extraordinary resources shall be required no later than sixty (60) days following the conclusion of the special event.

Signature of Event Organizer

By my signature, I hereby acknowledge my understanding of the aforementioned requirement concerning the payment for extraordinary resources and application fee.



Isabel Leon

Event Summary

Event Categories: *

Check all that apply.

- | | | |
|--|---|---|
| ☐ Athletic/Recreation | ☐ Exhibits/Misc. | ☐ Run/Walk/Race |
| ☐ Concert/Performance | ☐ Farmers/Outdoor Market | ☐ Special Attraction |
| ☐ Carnival/Fair | ☐ Parade | ☐ Dance |
| ☐ Festival | ☒ Other | |
| | car/charity Event | |

Location *

- ☐ Public Property
☒ Private Property

Set-Up *

9/13/2025
11:00:00 AM

Event Starts *

9/13/2025
02:00:00 PM

Event Ends *

9/13/2025
09:00:00 PM

Dismantle *

9/13/2025
10:00:00 PM

**Please provide a detailed description of the event and activities.
Lack of info may delay this process.**

Summary *

The Paul walker meet is a yearly event where families and local car enthusiast gather in remembrance of Paul walker. At this event, tickets for a raffle, drinks, accessories, and other goodies are sold to raise money to donate to a cause. Last year's event we were able to donate to the twin falls people 4 pets animal shelter. At this event, we have local businesses and vendor come out to help build up attendance. we want this to be an everyone event, so a bounce house is provided for the kids as well. Our raffles consist of detailing kids, car accessories and professional photo sessions. we also do a raffle for the kids consisting of Lego packs, cast cars, and toys. We have music playing but kept at an appropriate level. Last year's event was a learning experience. This year, we will have up to 10 people monitoring the event. we will have a vehicle/driver registration form that will need to be filled days prior to the event to be allowed to park on Light house School property. in this form, there are terms they are to agree too, as well as pay for admission. Besides a parking fee, the event itself is free and welcome to the public. to ensure parking is available for the public, we wil have an area set for spectators <https://form.jotform.com/250715729136055>

Event Details

Entertainment

Will there be entertainment at your event? *

☒ Yes ☐ No

Entertainment

☒ Live Music

☐ Recorded Music

☐ Video

☐ Other Live Stage

☐ Other

Number of Bands

Type of Amplification one speaker

Amplification Start Time 02:00:00 PM

Amplification End Time 10:00:00 PM

As an event organizer, you must be certain that all event-related activities comply with Twin Falls City Ordinance 6-2-3. A Police Officer who determines the level of noise from your event is offensive to others may require you to lower or discontinue the noise.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

food waste, plastic bottles, aluminum cans. all of this will be disposed of in light house school main dumpster

*

Have you contracted for additional trash receptacles and/or dumpsters?

☐ Yes ☒ No

*

Have you arranged for portable toilets?

☒ Yes ☐ No

Name of contracted company

Number of trash receptacles

Size of trash receptacles

Name of person in charge of trash *

Isabel Leon

Phone Number for person in charge of trash *

2087496942

**Number of staff
handling trash *** 10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

Security/Event Services

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

Have you spoken with the Special Events Coordinator regarding security?

☐ Yes ☒ No

Have you contracted with any private security or law enforcement agency to provide your security?

☐ Yes ☒ No

Does your plan involve a lost child booth?

☐ Yes ☒ No

Does your plan involve a first aid station staffed with trained personnel?

☐ Yes ☒ No

**Number of staff
working the event** 0

**Number of volunteers
working the event** 10

Event Map

Event organizers are required to submit a detailed aerial map of the proposed event location. This map must include, but is not limited to, the locations of all of the following:

1. Stages or platforms
2. All temporary structures (tents, booths, cooking areas, etc.)
3. Beer gardens and/or locations where alcohol will be dispensed
4. Additional trash receptacles, dumpsters and portable toilets
5. Emergency services (lost child booth, security, first aid, etc.)
6. Fences/Barricades used to block any street or entrance access
7. Firework launch locations (if applicable)
8. All vehicles and trailers
9. Parking for the event (may require an additional parking plan)
10. Generators

Upload Map free spectator parking.jpg

218.62KB

Insurance and Indemnification

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

Upload Insurance Information

Screenshot_31-3-2025_225510_mail.google.com.jpeg

64.51KB

Notification Requirement

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

Additional Information

Additional items may be required at the discretion of the City of Twin Falls and/or the Special Events Coordinator. Additional fees may pertain to these items.

Sign and Banner Permits

The Twin Falls Planning and Zoning Department, pursuant to City Code 10-09-03, may require sign and banner permits.

Twin Falls P&Z: (208)735-7267.

Building Department Permits/Electrical Permits

Building Department permits may be required for your event from the Twin Falls Building Department. Use of electricity supplied by the City of Twin Falls may require an electrical permit.

Twin Falls Building Department: (208)735-7238.

PLEASE NOTE: Due to the varying duration limits of permits (i.e. catering, electrical, building, etc.), all permits must be approved and submitted no less than two (2) weeks prior to the special event.

Affidavit of Application

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

Application Signature

A handwritten signature in black ink, appearing to read "L. M. L.", is displayed on a light gray rectangular background.

Application Date * 03/31/2025

Committee Review

Police Comments

Fire Comments Approved

IT Comments approved

Parks Comments private property event. Does not impact city parks or trails

Building Safety Provide access to building restrooms or provide standard and accessible porta potties for estimated occupant load.

**Planning and Zoning
Comments** No P&Z issues

**Engineering
Comments** None



Council Agenda Information

Review

Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

Streets

Streets Recommends *

- ☐ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Streets *

Engineering

Engineering Recommends *

- ☒ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Engineering *

Planning and Zoning

Planning and Zoning Recommends *

- ☒ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Planning and Zoning *

Electrical



Electrical Recommends *

- ☒ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Electrical *

Police



Police Recommends *

- ☐ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Police *

Fire



Fire Recommends *

- ☐ Permit this application as is.
- ☒ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Fire *

Mobile Food Vendors shall have their 2025 yellow fire inspection decal conspicuously posted in public view. Any temporary structure/tent that is larger than 400 SF shall have a tent permit through the TFFD.

Parks



Parks Recommends *

- ☐ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Parks *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1
2	Park Fees Paid - Invoice 217259	\$0.00	0

Total Due*

\$25.00

Special Event Departments*

Which departments should be asked to review this application?

- ☒ Streets
 ☒ Engineering
 ☒ Planning and Zoning
- ☒ Electrical
 ☒ Police
 ☒ Fire
- ☒ Parks

Reviewer Name*

Stacy McClintock

Initial Questions

Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street?*

- ☒ Yes
 ☐ No

Type of Event*

Please select all that apply

- ☐ Car Show
 ☐ Carnival/Fair
 ☐ Dance
- ☐ Concert/Performance
 ☐ Exhibits/Miscellaneous
 ☒ Festival
- ☐ Parade
 ☐ Picnic/Family Gathering
 ☐ Pool Reservation
- ☐ Run/Walk/Race
 ☐ Special Attraction
 ☐ Street Fair
- ☐ Tournament (Sport Field/Court)
 ☐ Other

Estimated Number of Attendees*

400

50+ requires permission
 250+ requires waste plan
 500+ is a special event

Will there be amplified or unusual sound at your event?*

- ☒ Yes
 ☐ No

Will your event impact or require any street closure?*

- ☐ Yes
 ☒ No

Will alcohol be sold or served publicly at your event?*

- ☒ Yes
 ☐ No

Will there be tents, canopies, or other temporary structures? (includes inflatables)*

- ☐ Yes
 ☒ No

Will there be vendors selling goods or services at this event (including lessons or paid activities)? *

☒ Yes ☐ No

Will you be driving vehicles into the park or parking on the grass or in the park? *

☒ Yes ☐ No

Will your event require access to or use of the park after hours? (before 6am or after 11pm) *

☐ Yes ☒ No

Will you be camping overnight in any park facility? *

☐ Yes ☒ No

Will you be operating any type of motorized vehicle on any of the trail system? *

☐ Yes ☒ No

Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? *

☐ Yes ☒ No

Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? *

☐ Yes ☒ No

Will you have horses or other animals at the event? (other than dogs) *

☐ Yes ☒ No

Will there be hot air balloon(s)? *

☐ Yes ☒ No

Do you plan to scuba dive in designated swim area at Dierkes Lake? *

☐ Yes ☒ No

Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? *

☐ Yes ☒ No

Will you require power? (There may an additional fee for power) *

☒ Yes ☐ No

Contact Information

Event Organizer

First Name *

Maria

Last Name *

Heredia

Onsite Contact

First Name *

Maria

Last Name *

Heredia

Event Information

Event Name *

Hispanic culture event

Event Location (Park or Facility Requested)

Twin falls city park

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☐ One Time Event

☐ Recurring over several weeks/months

Event Description *

A cultural event to celebrate Mexico's Independence Day and bring the traditions and culture to the community. It will be an event to bring the Magic Valley community together for one day as we have folklore dancers from all around to showcase their talents.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

Event Map *

Radio Exclusiva Event - 192033 Map.pdf

1.05MB

Set-up Time Start *

09/14/2025 08:00:00 AM

Set-up Time End *

09/14/2025 02:00:00 PM

Event Time Start *

09/14/2025 04:00:00 PM

Event Time End *

09/14/2025 10:00:00 PM

Take Down Time Start *

09/14/2025 10:00:00 AM

Take Down Time End *

09/14/2025 11:00:00 PM

Important, PLEASE READ: Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

Parking Plan

Parking Plan *

Not needed

Parking Plan Map

Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? *

☒ Yes ☐ No

- ✓ *Food Concession and Commercial Activity Permit will be required*
- ✓ *Handwashing stations may be required by Health Department*
- ✓ *Agreement and fees may be required*

Will you have keg beer at your event? *

☐ Yes ☒ No

Will your event utilize signs, banners, flags, etc.? *

☐ Yes ☒ No

Definitions

*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

Will your event generate any type of waste? *

☒ Yes ☐ No

Is this an ongoing or seasonal request? *

☒ Yes ☐ No

Agreement, insurance, and fees may apply

Will your event include pyrotechnics or fireworks? *

☐ Yes ☒ No

Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

Notification Acknowledgement *

☒ I have read and understand this requirement

Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

Insurance Documents

Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

Alcohol

Alcohol sold or dispensed at special events must be done so by an established business with a current Alcohol License issued by the State of Idaho. Additionally, said business will be required to secure a City of Twin Falls Catering Permit from the Twin Falls City Clerk's Office. The catering permit must be properly issued and a copy be given to the Special Events Coordinator no less than two (2) weeks prior to the start of the event. The licensing fee for a City of Twin Falls catering permit is \$20.00 per day and is separate from any other application fees.

Alcohol/Beer Gardens:

All events serving alcohol within City owned property will be required to establish a beer garden for consumption. The beer garden shall be fenced, allowing for a single entry/exit point which is to be manned by employees at all times. All patrons consuming alcohol are required to present photo identification to verify age before admittance into the garden. Additionally, all patrons will be issued a wristband to be worn on the right wrist for easy verification. Carrying alcoholic beverages in or out of the beer garden is prohibited. Consuming alcoholic beverages will not be permitted in any other locations of the event.

Twin Falls City Code 8-3-7(F) prohibits the possession or use of glass beverage containers inside any city park. Therefore, glass containers are prohibited for use during special events.

The provisions and standards provided in this section may be modified depending on size, scope, location and time of the event. Modifications must be requested through the Special Events Coordinator and approved by the Special Events Committee.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Food waste

Have you arranged for portable toilets? *

☒ Yes ☐ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☒ Yes ☐ No

Name of Contracted Company *

Psi

Number of Trash Receptacles *

8

Size of Trash Receptacles**Contact person in charge of waste. ***

Maria

Phone number of contact

2082801963

Number of staff assisting in removal.

4

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

Restrictions and Signature

Please be aware of the following restrictions:

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

The following are prohibited in parks and on trails:

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

****Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.**

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

Signature *

Maria Heredia

Name *

Maria Heredia

Date *

02/14/2025



Date: Monday, June 23, 2025
To: Honorable Mayor and City Council
From: William Klaver, Senior Planner

ACTION ITEM

Request:

Request to approve Amended Findings of Facts and Conclusion of Law for the following:

- PZ24-0087 - Annexation on Harrison St S (Elevate Academy)
- PZ25-0002 - ZDC/ZDA Wendell ST

Time Estimate:

Background:

Elevate Academy requested Annexation in late 2024. City Council held a public hearing on October 28, 2024. The staff report and presentation recommended two (2) conditions of approval. The minutes and recording reflect approval of the application by a vote 6-0. The Findings of Fact were drafted and presented to City Council on November 4, 2024. However, the findings of fact did not reflect the two (2) conditions in the Staff Report. Those conditions are as follows:

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

This request is to amend the findings of facts to reflect the City Council's October 28, 2024 decision more clearly and accurately by adding the two conditions to the Findings of Fact.

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

1. PZ24-0087 CCFOF - Amended Draft
2. PZ24-0087 CCFOF - Signed
3. City Council 2024 October 28, Minutes
4. PZ25-0002 CCFOF



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re: *AMENDED TO REFLECT STAFF REPORT AND MINUTES OF OCTOBER 28, 2024 MEETING*

Annexation
Application

Elevate Academy Foundation, Inc.
Applicant(s)

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

This matter having come before the City Council of the City of Twin Falls, Idaho on October 28, 2024, for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: September 5, 2024, and October 10, 2024.
3. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential/Agricultural; to the south, Residential; to the east, Harrison ST S/Public School; to the west, Residential.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S is consistent with the purpose of the R-4 Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-15-1(A) & (B) of the Twin Falls City Code.

3. The proposed use is proper use in the R-4 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

5. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S is hereby granted as presented.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

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



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Elevate Academy Foundation, Inc,

Katrina Kulm

Applicant(s)

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

This matter having come before the City Council of the City of Twin Falls, Idaho on October 28, 2024, for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: September 5, 2024 and October 10, 2024..
3. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential/Agricultural; to the south, Residential; to the east, Harrison ST S/Public School; to the west, Residential.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S is consistent with the purpose of the R-4 Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-5, 10-15-1(A) & (B) of the Twin Falls City Code.

3. The proposed use is proper use in the R-4 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

5. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

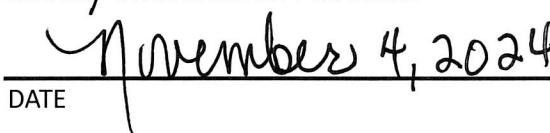
DECISION

1. The application for Annexation with a zoning designation of R-4, for 10 (+/-) acres located along the 1500 block of Harrison St S is hereby granted as presented.

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



MAYOR - TWIN FALLS CITY COUNCIL



DATE

"Exhibit No. A"

1. Approval of this zoning request does not preclude the applicant from obtaining the required permits and/or licenses needed to complete the project.



Twin Falls City Council Minutes

Monday, October 28, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent: Council Member Craig Hawkins

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton (via teams), Parks and Recreation Director Wendy Davis, City Engineer Troy Vitek, Economic Development Director Shawn Barigar, Environmental Manager Nathan Erickson, City Planner Lisa Strickland, City Planner Kelli Ebersole, Planning & Zoning Director Jonathan Spendlove, Staff Engineer Jesse Schuerman, Police Captain Brent Wright, Deputy Public Works Director Erin Steel, Waste Water Superintendent Doug Gonzales, Public Information Coordinator Joshua Palmer, Streets Superintendent Mark Thomson, Finance Administrative Assistant Rachael Long, Deputy City Clerk Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) CONSENT CALENDAR

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

- a) Request to approve Accounts Payable for October 17-23, 2024.
- b) Request to approve the Findings of Fact and Conclusions of Law:

- Federation Point ZDA Amendment
- Washington St S and Park Avenue Annexation

4) ITEMS OF CONSIDERATION

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

P&R Director Davis requested to confirm the Mayor's appointment of Paul Melni to serve on the Parks and Recreation Commission.

Discussion ensued on the following:

Council Member Reid: Can you tell us a little bit about Paul?

Council Member Vollmer: Spoke in favor of this appointment.

MOTION: Council Member Vollmer moved to approve the request to confirm the Mayor's appointment of Paul Melni to serve on the Parks and Recreation Commission. **Council**

Member Stone seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

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

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

Discussion ensued on the following: None.

MOTION: Vice Mayor Brown moved to approve the request to authorize the City Engineer to sign a professional service agreement with Civil Science, Inc., in the amount of \$263,461 for the design of improvements at the intersection of Washington Street and Filer Avenue, of which \$19,339 will come from Street Fund Reserves to cover the City's required 7.33% local match. **Council Member Cutler** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

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

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

Discussion ensued on the following:

Council Member Cutler: Were there any unofficial uses for the cash reserves?

Council Member Reid: How is the employee retention plan being used currently?

MOTION: Council Member Vollmer moved to approve the request to approve the extension of an Employee Retention Program for Library employees and the allocation of \$45,000 from Library cash reserves to fund the program for fiscal year 2025. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

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

Economic Development Director Barigar requested approval of the Intergovernmental Cooperation Agreement between the City of Twin Falls and Twin Falls County for the operation of Joslin Field - Magic Valley Regional Airport and to authorize the mayor to sign the agreement.

Discussion ensued on the following:

Mayor Pierce: Thanked for the work that went into this process. Asked about the dates on the documents.

Council Member Reid: Asked for clarification.

MOTION: Council Member Reid moved to approve the request to approve the Intergovernmental Cooperation Agreement between the City of Twin Falls and Twin Falls County for the operation of Joslin Field - Magic Valley Regional Airport and to authorize the mayor to sign the agreement. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- e) Fall 2024 Odor Study Update

Environmental Manager Erickson presented the Fall 2024 Odor Study Update.

Discussion ensued on the following:

Council Member Reid: Thanked staff for the information and citizens for their patients.

Mayor Pierce: Also thanked the staff.

5) GENERAL PUBLIC INPUT

6) ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler gave information on upcoming meetings and encouraged citizens to vote.

7) PUBLIC HEARINGS

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

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

The applicant's representative spoke on the request.

Discussion ensued on the following: None.

Public Hearing Opened: 5:45 pm.

Citizen Don Deters: Spoke in favor of this request.

Public Hearing Closed: 5:47 pm

Discussion ensued on the following:

Council Member Cutler: Spoke in favor of this request.

MOTION: Council Member Cutler moved to approve the request for City Council to approve a Zoning District Change from C-1 PUD to C-1 on property located at 997 Washington St S., c/o J-U-B Engineers, Inc. on behalf of Zarembo Group, LLC. (PZ24-0084). **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

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

The applicant's representative spoke on the request.

Discussion ensued on the following: None.

Public Hearing Opened: 5:54 pm.

Citizen Richard Dean: Spoke against this request.

Public Hearing Closed: 5:57 pm.

Discussion ensued on the following:

Council Member Cutler: Looking for clarification on what will happen to move forward.

Council Member Stone: Spoke in favor of this request.

MOTION: Council Member Reid moved to approve the request for an annexation and zoning district of approximately 10 (+/-) acres located along the 1500 block of Harrison St S., c/o Katrina Kulm on behalf of Elevate Academy Foundation, Inc. (PZ24-0087). **Council Member Cutler** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

8) ADJOURNMENT

The meeting adjourned at 6:02 PM.



Amy Luna, Deputy City Clerk

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



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Zoning District Change & Zoning Map Amendment,</u>	)	FINDINGS OF FACT,
Application,	)	
	)	CONCLUSIONS OF LAW,
<u>Sid Lezamiz</u>	)	
Applicant(s)	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on June 16, 2025, for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from R-2 to R-6 for 1.168 acres (+/-) for property located 807 Wendell St and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from R-2 to R-6 for 1.168 acres (+/-) for property located 807 Wendell St.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: April 24 & May 28, 2025.
3. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, R-2; to the south, R-2; to the east, R-2; to the west, R-2.

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

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from R-2 to R-6 for 1.168 acres (+/-) for property located 807 Wendell St is consistent with the purpose of the R-6 Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-2, 10-4-11, 10-8-1 through 6, 10-14-1 through 6 of the Twin Falls City Code.

3. The proposed use is proper use in the R-6 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

5. The application for a Zoning District Change and Zoning Map Amendment from R-2 to R-6 for 1.168 acres (+/-) for property located 807 Wendell St should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from R-2 to R-6 for 1.168 acres (+/-) for property located 807 Wendell St is hereby granted.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to fire hydrant(s) to be installed and coordinated with the Fire Marshal at the time of development.

APPLICATION #: PZ25-0002



Date: Monday, June 23, 2025
To: Parks and Recreation Commission
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a recommendation from the Parks and Recreation Commission to accept a donation from the Twin Falls Lion's Club of a bench to be placed near Evel Knievel jumpsite on the Canyon Rim Trail.

Time Estimate:

Unless council wishes to discuss, this will require no time as it is on the consent calendar.

Background:

July 20, 2009, Twin Falls City Council approved the Parks and Recreation Department's donation policy to allow additional text on inscriptions. The policy states:

Donations may dedicate to, honor, or memorialize, a person; or directly relate to the history of the community; or may be donated by groups with longstanding ties to the community, and shall be of any type (types of donations - reference to page 1), so long as its placement enhances the recreational value of its setting, considering factors including, but not limited to, safety and aesthetics.

Identification – Donations are typically identified by a plaque of durable material such as metal plate or stone, of modest size and set in concrete or fixed to a permanent object. The plaque may be placed at the base of, or adjacent to the memorial. Approved plaques are purchased and ordered by the donor and the installation is coordinated with the Twin Falls Parks & Recreation Department. In the case of trees, the plaque shall be not less than 8" by 16" and flush mounted in the ground. Design and placement of plaques must be approved by the Twin Falls Parks & Recreation Department. Damaged plaques are replaced at no additional charge to the donor.

On August 17, 2020, Council updated the policy to include the following verbiage regarding plaques and inscriptions:

Inscription –The text of memorials to individuals may include the name of the person being dedicated to, honored, or memorialized, the dates of the birth and death of that person or the date of the dedication or when honored.

Plaque inscriptions may include the following language in addition to the name of the person and the date. "In Memorium", "In Memory of", "In Honor of" or "Donated by"

On June 10, 2025, the Parks and Recreation Commission reviewed the attached request and approved it as presented, to include the Lion's Club logo.

Please see the attached Donation Request Form from Twin Falls Lion's Club.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Donor will cover all costs associated with this.

Regulatory Impact:

Council approval will allow staff to move forward with the donation and installation of the bench.

History:

N/A

Analysis:

N/A

Conclusion:

Commission recommends approval.

Attachments:

1. LCI_emblem_black
2. CRT Bench Donation-Lions - Redacted





TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION REQUEST FORM

Date: 5-19-2025

Requested by: Twin Falls Lions Club

Address: P.O. Box 896

Street Address

Twin Falls ID 83303

City State Zip Code

Home Phone: Nick Kroese Secty. [REDACTED] Work Phone: _____

(Area Code) (Area Code)

Donation Requested: Bench

(Tree, bench, drinking fountain, picnic tables, playground equipment, picnic shelters, etc.)

Location Requested: 1st choice: Evel Knievel jump site

2nd choice: North of the Poleline/Eastland curve

Alternative Location: _____

Plaque Inscription: Donated by Twin Falls Lions Club

w/logo if possible

Send this form to Twin Falls Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303.
For further information, please contact the Parks & Recreation office at (208) 736-2265.

FOR OFFICE USE ONLY

Donation Name: _____

Site: _____ Type: _____

Completion Date: _____

The Benefits are Endless...







Date: Monday, June 23, 2025
To: Parks and Recreation Commission
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a recommendation from the Parks and Recreation Commission to accept a future donation from Marsha White of a park bench to be placed at Northern Ridge Park.

Time Estimate:

Background:

July 20, 2009, Twin Falls City Council approved the Parks and Recreation Department's donation policy to allow additional text on inscriptions. The policy states:

Donations may dedicate to, honor, or memorialize, a person; or directly relate to the history of the community; or may be donated by groups with longstanding ties to the community, and shall be of any type (types of donations - reference to page 1), so long as its placement enhances the recreational value of its setting, considering factors including, but not limited to, safety and esthetics.

Identification – Donations are typically identified by a plaque of durable material such as metal plate or stone, of modest size and set in concrete or fixed to a permanent object. The plaque may be placed at the base of, or adjacent to the memorial. Approved plaques are purchased and ordered by the donor and the installation is coordinated with the Twin Falls Parks & Recreation Department. In the case of trees, the plaque shall be not less than 8" by 16" and flush mounted in the ground. Design and placement of plaques must be approved by the Twin Falls Parks & Recreation Department. Damaged plaques are replaced at no additional charge to the donor.

On August 17, 2020, Council updated the policy to include the following verbiage regarding plaques and inscriptions:

Inscription –The text of memorials to individuals may include the name of the person being dedicated to, honored, or memorialized, the dates of the birth and death of that person or the date of the dedication or when honored.

Marsha White would like to set up a donation as part of her estate. Upon her death, she would like her estate to purchase and install a bench at Northern Ridge Park, to be placed near the playground. See the attached Donation Request Form.

On June 10, 2025, the Parks and Recreation Commission approved this request and recommends council acceptance.

Approval Process:

A simple majority will approve this request

Budget Impact:

All associated costs to be covered by the donor.

Regulatory Impact:

Approval will allow Marsha White to put this into her estate. Donation and installation to occur at a future date.

History:

N/A

Analysis:

N/A

Conclusion:

Staff has reviewed this request and deems the installation of a bench at Northern Ridge Park appropriate at any time. Parks and Recreation Commission agreed with this determination and recommends council accept the donation.

Attachments:

1. Bench Donation-White - Redacted



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION REQUEST FORM

Date: 5.3.25

Requested by: Marsha White

Address: 570 Reese Road

Street Address

Twin Falls, Idaho 83301

City

State

Zip Code

Home Phone

(Area Code)

Work Phone

Cell

(Area Code)

Donation Requested: Bench

(Tree, bench, drinking fountain, picnic tables, playground equipment, picnic shelters, etc.)

Location Requested: Northern Ridge Park
(Setters Ridge) Twin Falls

Alternative Location: _____

Plaque Inscription: "Donated by" Marsha + Steve
White

Send this form to Twin Falls Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303.
For further information, please contact the Parks & Recreation office at (208) 736-2265.

FOR OFFICE USE ONLY

Donation Name: _____

Site: _____ Type: _____

Completion Date: _____

The Benefits are Endless...



Date: Monday, June 23, 2025
To: Parks and Recreation Commission
From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a recommendation from the Parks and Recreation Commission to accept a donation from Beverly and Randall Cullison of a bench to be placed near Sportsman's Warehouse on the Canyon Rim Trail.

Time Estimate:

Allow 5 minutes for presentation of request, questions and deliberation

Background:

July 20, 2009, Twin Falls City Council approved the Parks and Recreation Department's donation policy to allow additional text on inscriptions. The policy states:

Donations may dedicate to, honor, or memorialize, a person; or directly relate to the history of the community; or may be donated by groups with longstanding ties to the community, and shall be of any type (types of donations - reference to page 1), so long as its placement enhances the recreational value of its setting, considering factors including, but not limited to, safety and aesthetics.

Identification – Donations are typically identified by a plaque of durable material such as metal plate or stone, of modest size and set in concrete or fixed to a permanent object. The plaque may be placed at the base of, or adjacent to the memorial. Approved plaques are purchased and ordered by the donor and the installation is coordinated with the Twin Falls Parks & Recreation Department. In the case of trees, the plaque shall be not less than 8" by 16" and flush mounted in the ground. Design and placement of plaques must be approved by the Twin Falls Parks & Recreation Department. Damaged plaques are replaced at no additional charge to the donor.

On August 17, 2020, Council updated the policy to include the following verbiage regarding plaques and inscriptions:

Inscription –The text of memorials to individuals may include the name of the person being dedicated to, honored, or memorialized, the dates of the birth and death of that person or the date of the dedication or when honored.

Plaque inscriptions may include the following language in addition to the name of the person and the date. "In Memorium", "In Memory of", "In Honor of" or "Donated by"

Parks and Recreation Commission approved this request on June 10, 2025.

Please see the attached Donation Request Form from Beverly and Randall Cullison.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Donor will cover all costs associated with this.

Regulatory Impact:

Council approval will send allow staff to move forward with the donation.

History:

N/A

Analysis:

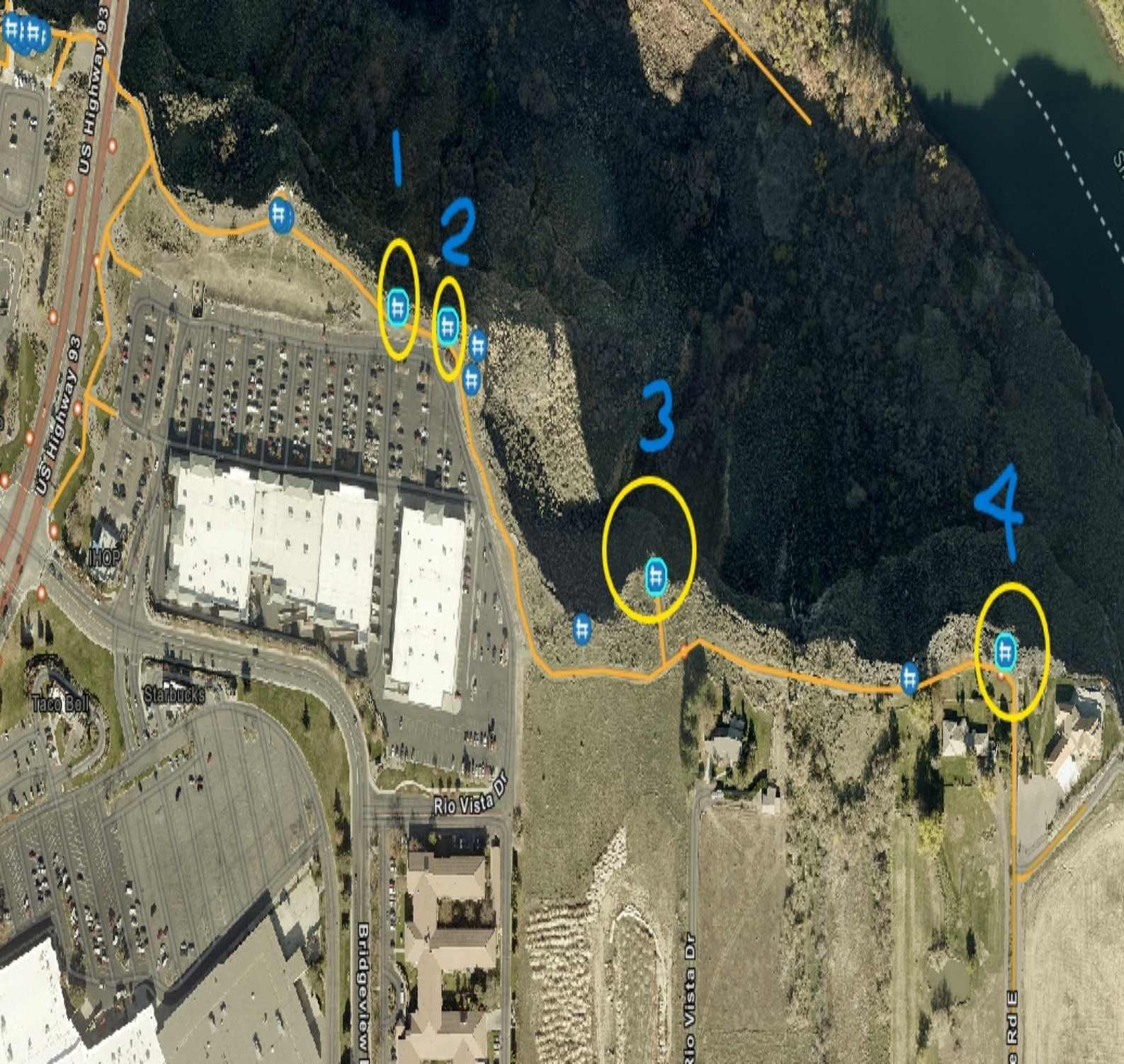
N/A

Conclusion:

Staff and Parks and Recreation Commission recommends acceptance of this donation.

Attachments:

1. SPORTSMAN AVAIL (002)
2. Cullison Donation Request Policy and Form 06-02-2025 - Redacted



1

2

3

4



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION POLICY

Since the founding of our city, citizens of Twin Falls have enjoyed parks and recreation facilities that have been generously supplemented with the gifts of goods and services by individuals, groups, and organizations.

PURPOSE

To clarify existing policy and encourage the continued donation by individuals, groups, and organizations of amenities which enhance the recreational value of Twin Falls Parks and Recreation Department, managed lands and facilities, including memorials.

TYPES OF DONATIONS

All proposed donations shall be reviewed by the Twin Falls Parks and Recreation Commission and a recommendation made to the Twin Falls City Council. Council approval shall happen through the consent calendar, unless deemed necessary for consideration.

Park Equipment – this type consists of the purchase and installation of equipment typical to parks and recreation facilities such as benches, drinking fountains, permanent picnic tables, and playground equipment, as may be consistent with the Master Plan for the Twin Falls Parks & Recreation Department or approved by the Twin Falls Parks & Recreation Department or the Twin Falls Parks & Recreation Commission.

Trees and Landscaping – this type consists of the purchase and installation of a tree or landscaping feature. Along with the Twin Falls Parks & Recreation Department the Twin Falls Tree Commission will coordinate the location, species, and the installation of trees. Trees shall be at least a 2” caliper in diameter, and must be of a variety approved in the Twin Falls Tree Selection Guide book or approved by the Twin Falls Tree Commission.

Major Park Amenities – this type consists of the purchase and installation of a facility which fulfills an identified public recreation need, such as buildings, playgrounds, picnic shelters, canyon rim overlooks, park land donations and/or development, as identified by the Twin Falls Parks & Recreation Department or in the Master Plan for the Twin Falls

The Benefits are Endless...

Parks & Recreation Department or as approved by the Twin Falls Parks & Recreation Commission or City Council.

Donations may dedicate to, honor, or memorialize a person; or directly relate to the history of the community; or may be donated by groups with longstanding ties to the community, and shall be of any type (types of donations - reference to page 1), so long as its placement enhances the recreational value of its setting, considering factors including, but not limited to, safety and aesthetics.

Identification – Donations are typically identified by a plaque of durable material such as metal plate or stone, of modest size and set in concrete or fixed to a permanent object. The plaque may be placed at the base of, or adjacent to the memorial. Approved plaques are purchased and ordered by the donor and the installation is coordinated with the Twin Falls Parks & Recreation Department. In the case of trees, the plaque shall be not less than 8" by 16" and flush mounted in the ground. Design and placement of plaques must be approved by the Twin Falls Parks & Recreation Department. Damaged plaques are replaced at no additional charge to the donor.

Inscription –The text of memorials to individuals may include the name of the person being dedicated to, honored, or memorialized, the dates of the birth and death of that person or the date of the dedication or when honored.

Plaque inscriptions may include the following language in addition to the name of the person and the date. "In Memorium", "In Memory of", "In Honor of" or "Donated by"

Registry – All approved donation applications will be registered in the Twin Falls Parks & Recreation office and include a description of the donation, date of installation, name and address of donor, location, and inscription.

LOCATION AND RELOCATION

The placement of donated park amenities, such as the spacing of benches, fountains, and trees, shall be controlled by the Twin Falls Parks & Recreation Department, who shall insure that a new installation does not materially detract from or conflict with the significance, quiet, or recreational value of existing facilities nor interfere with a primary public purpose or pose a potential public safety or security risk. New auxiliary park features, such as trash receptacles and park signs will not be placed in a location or manner that will offend or violate respect for an existing memorial or the donor.

The Twin Falls Parks & Recreation Department considers the placement of donated amenities, especially memorials, to be permanent. However, should future circumstances require relocation of a memorial; the Twin Falls Parks & Recreation Department shall endeavor to locate the memorial donor or representative to arrange a satisfactory alternate location. The expense of relocation shall be borne by the Twin Falls Parks & Recreation Department.

In all cases, the Twin Falls Parks & Recreation Department will have the final decision on location.

MAINTENANCE AND OWNERSHIP

Upon installation, the City of Twin Falls shall own the amenity donated.

The Twin Falls Parks & Recreation Department shall assume responsibility for normal maintenance of such amenities. Damaged or vandalized memorials will be repaired or replaced by the Twin Falls Parks & Recreation Department at the expense of the City. Plant material will be replaced as part of the department's replacement program and in consideration of the annual planting season.

Approved by City Council 7-20-09

Updated by City Council 8-17-20



TWIN FALLS PARKS AND RECREATION

136 Maxwell Ave. • PO Box 1907 • Twin Falls, ID 83303 • Phone: 208-736-2265 • Fax: 208-736-1548

DONATION REQUEST FORM

Date: 06-02-2025

Requested by: Beverly & Randall Cullison

Address: 2581 E Villa Park St

Street Address

Gilbert

AZ

85298

City

State

Zip Code

Home Phone: [REDACTED]
(Area Code)

Work Phone: [REDACTED]
(Area Code)

Donation Requested: _____

Park bench along Snake River Canyon

(Tree, bench, drinking fountain, picnic tables, playground equipment, picnic shelters, etc.)

Location Requested: North of Sportsmans Wearhouse area. See #1 on attached photo.

Alternative Location: 2nd choice - #2 on the attached photo, 3rd choice - #3 on attached, 4th choice - #4 on attached

Plaque Inscription: Loving Memory of Clarence and Myrtle Huber

Parents of Tom, Judi, Ken, Martin, Janice, Margaret, Joe, Donna, Beverly, Mark, Joani, Lisa and Doug

*Send this form to Twin Falls Parks & Recreation, P.O. Box 1907, Twin Falls, ID 83303.
For further information, please contact the Parks & Recreation office at (208) 736-2265.*

FOR OFFICE USE ONLY

Donation Name: _____

Site: _____ Type: _____

Completion Date: _____

The Benefits are Endless...



Date: Monday, June 23, 2025

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

Consider a recommendation from Mayor Pierce to re-appoint Janeale Dean and Amy Westover to the Public Art Commission.

Time Estimate:

Allow approximately 5 minutes for presentation and council action.

Background:

In July of 2022, Amy Westover and Janeale Dean were appointed to serve three year terms on the Public Art Commission. Both have been active, engaged and committed members of the Commission. Both Commissioners expressed a desire to serve another term, staff supported that and recommended Mayor Pierce consider re-appointing both Commissioners to another term. Mayor Pierce recommends council confirm her recommendation to re-appoint Commissioner Dean and Westover.

Approval Process:

A simple majority will confirm this recommendation.

Budget Impact:

There is no direct budget impact associated with this recommendation.

Regulatory Impact:

Council confirmation of the Mayor's recommendation will appoint Commissioners Dean and Westover to serve their final 3 year terms on the Public Art Commission commencing July 7, 2025.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends and Mayor Pierce concurs that Commissioners Dean and Westover be re-appointed.

Attachments:

None



Date: Monday, June 23, 2025
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

Request to re-appoint the Building Advisory committee members.

Time Estimate:

Approximately 8 minutes

Background:

In 2023, the City Council appointed an entirely new Building Advisory Group to establish a staggered reappointment schedule. This approach was designed to prevent the simultaneous expiration and reappointment of all members. The initial appointments were as follows:

- **1-Year Terms (Expiring 2024): 3 Members**
- **2-Year Terms (Expiring 2025): 3 Members**
- **3-Year Terms (Expiring 2026): 3 Members**

Given the infrequent meetings of this group and the complexity of maintaining their appointment schedules, we need to address upcoming re-appointments to ensure continuity and effective operation.

Current Reappointment Plan:

- 1. Reappointment of 1-Year Term Members:**
 - **Original Term: Expired in 2024**
 - **Reappointment Term: Retroactively assigned a 3-year term starting 2024, now expiring in 2027.**
- 2. Reappointment of 2-Year Term Members:**
 - **Current Term: Expiring in 2025**
 - **Reappointment Term: Will begin a new 3-year term in 2025, expiring in 2028.**
- 3. Ongoing 3-Year Term Members:**
 - **Current Term: Active since 2023, expiring in 2026.**
 - **Next Reappointment: Scheduled to be reappointed in 2026 for a three-year term until 2029.**
 -

By ensuring these systematic reappointment schedules, the group can function optimally without the administrative burden of managing large turnover. Each subsequent reappointment after the initial staggered terms will follow a standard 3-year schedule.

This strategy stabilizes advisory group membership and ensures a balanced mix of experience across its tenure. The continued staggering of terms allows for fresh input without losing seasoned members' expertise.

Approval Process:

Based on the structured plan and performance of the advisory group, it is recommended that the following re-appointments be considered:

1. Expired 1-Year Term Positions (as of May 22, 2023):

Members for Reappointment:

- **James Wallace** – Residential
- **Scott Standley** – At Large (resides outside city limits)
- **Scott McClure** – Engineer (Stepping down)

Recommended New Term:

Retroactive 3-year term beginning 2024-2027

2-Year Term Members Needing Reinstatement:

Members:

- **Blake Beyer** – Commercial (resides outside city limits)
- **Taylor Marecle** – Residential (resides outside city limits)
- **Jay Reis** – Plumbing (resides outside city limits)

Recommended New Term:

3-year term beginning 2025-2028

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Attachments:

None



Date: Monday, June 23, 2025
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

Request to appoint Kahler Nield with EHM to the Building Advisory committee for the Engineering position.

Time Estimate:

Background:

Engineer Scott McClure would like to be released from his position, and that leaves open the Engineering spot on my Building Advisory committee. Kahler Nield with EHM would like to be assigned to this position and group. He would be for a term that would expire in 2027. Kalher does live outside the city limits.

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

1. EHM Engineers_20250603_102726



Kahler Nield, P.E.
EHM Engineers
621 North College Rd #100
Twin Falls, ID 83301

June 3, 2025

Matthew Long
Building Official
City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

Dear Mr. Long,

I am writing to express my interest in serving as the Engineering Representative on the City of Twin Falls Building Advisory Committee. As a licensed Professional Engineer with EHM Engineers in Twin Falls, Idaho, I have eleven years of experience specializing in structural engineering and building design, which I believe equips me to make meaningful contributions to the committee.

My expertise in structural design, code compliance, and construction oversight aligns with the committee's mission to promote safe and innovative building practices. I am committed to serving our community by providing technical insight and collaborating with stakeholders to advance the City of Twin Falls' building standards.

Thank you for consideration on this, and I look forward to the opportunity to contribute to the Building Advisory Committee.

Sincerely,

Kahler Nield, P.E.
EHM Engineers

621 North College Rd., Suite 100 • Twin Falls, Idaho 83301 • [208] 734-4888 • Fax [208] 734-6049
3501 W. Elder St., Suite 100 • Boise, Idaho 83705 • [208] 386-9170 • Fax [208] 386-9076

IN THE FIELDS OF:
PLANNING • SURVEYING • HIGHWAYS • WATER • SEWAGE • STRUCTURAL • SUBDIVISIONS • BRIDGES • ENVIRONMENTAL • QUALITY CONTROL • CONSTRUCTION MGMT.



Date: Monday, June 23, 2025

To: Honorable Mayor and City Council

From: Wendy Davis, Parks and Recreation Director, Parks and Recreation Director

ACTION ITEM

Request:

A request to approve a contract with Core Construction to serve as the City's construction manager/general contractor (CM/GC) for the construction and development of Vista Bonita Park expansion project.

Time Estimate:

The presentation and discussion should take about five minutes.

Background:

The Parks and Recreation Department was awarded \$2,000,000 State and Local Fiscal Recovery Funds to develop 6 acres of land south of Fire Station 3 and west of Vista Bonita Park. Jensen Belts was hired to help design the park expansion. An open house and citizen survey yielded public input regarding desired amenities. The architect and city staff determined that it would be most efficient to select and hire a CM/GC at this stage of the project for optimal results.

City staff used a request for qualification process to select a CM/GC for this project. CORE Construction was selected as the most qualified company for this project. Staff has negotiated the attached contract with CORE Construction for this purpose. CORE is proposing a 5% CM/GC fee for their services on this project, and a fee of \$23,112 for pre-construction services. This fee is very competitive with comparable fees in the market right now. Therefore, staff recommends that the Council approve the attached contract as presented. The City Attorney has reviewed and approved the contract.

Approval Process:

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

Budget Impact:

In 2022, Council awarded \$2,000,000 for this project. That amount was budgeted based on staff estimate of the project. The project architect and CM/GC will design improvements to fit this budget. Once on board, CORE will prepare a guaranteed maximum price (GMP) for the project. CORE's CM/GC fee will be 5% of the GMP amount. We will bring the GMP amount to the Council for review and approval at a future meeting.

Regulatory Impact:

Approval of this request will allow staff to execute the contract and allow CORE Construction to begin working with the project architect to finalize construction plans for the project.

History:

N/A

Analysis:

N/A

Conclusion:

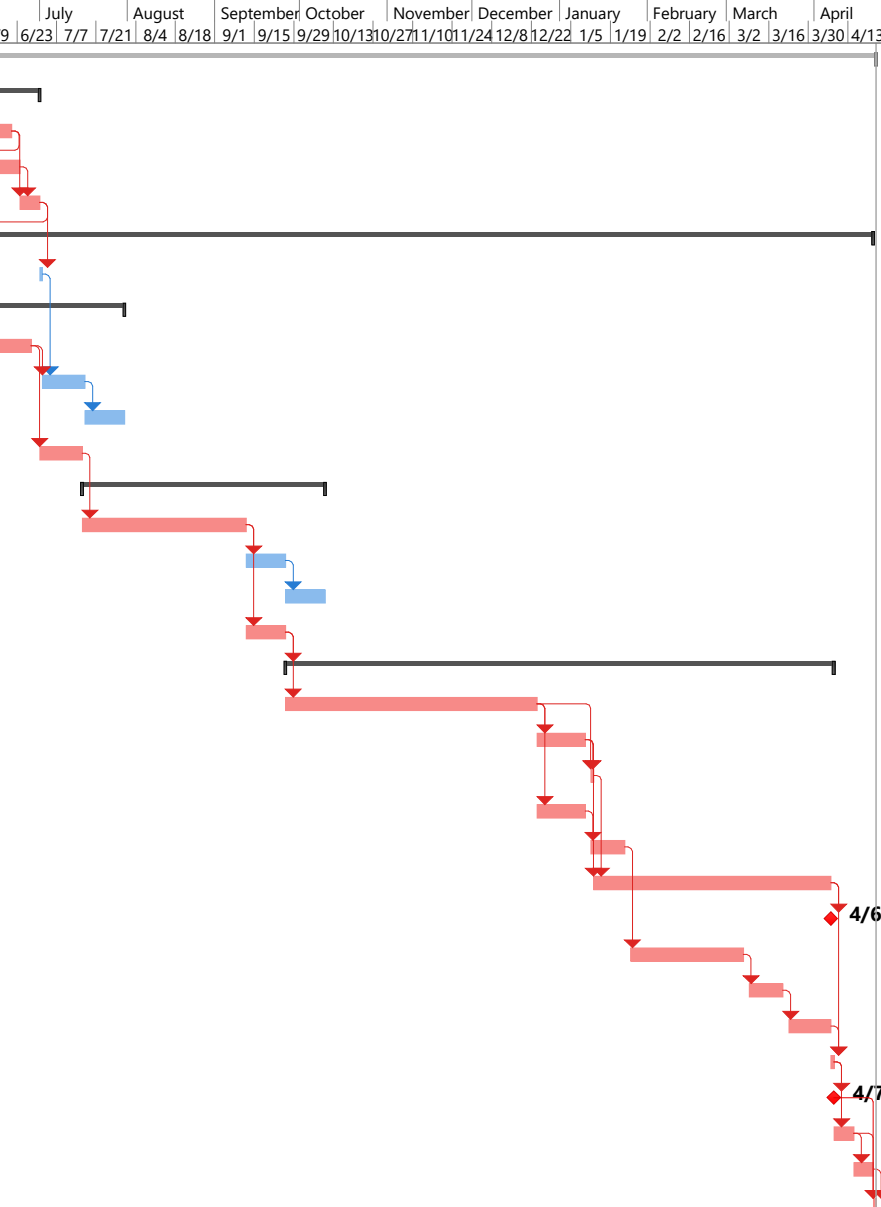
Staff recommends that the Council approve the contract with CORE Construction to serve as the City's CM/GC for the construction of the Vista Bonita Park expansion.

Attachments:

1. Preliminary PreCon Schedule 250617
2. CoTF Vista Bonita Park PreCon Proposal R1 250617
3. DRAFT ConsensusDocs 500 CMGC SFA & Gen Cond w_ Exs A & B



25-10-016 City of Twin Falls - Vista Bonita Park

ID		Task Name	DO NOT EDIT Start	DO NOT EDIT Finish																												
					June 5/26	6/9	6/23	7/7	7/21	August 8/4	8/18	September 9/1	9/15	9/29	October 10/13	10/27	November 11/10	11/24	December 12/8	12/22	January 1/5	1/19	February 2/2	2/16	March 3/2	3/16	3/30	April 4/13				
0		25-10-016 City of Twin Falls - Vista Bonita Park	Mon 6/2/25	Wed 4/22/26																												
1		Contract Phase	Mon 6/2/25	Mon 6/30/25																												
2		Contract Language Review	Mon 6/2/25	Fri 6/20/25																												
3		PreConstruction Fee Review and Approval	Tue 6/10/25	Mon 6/23/25																												
4		Reciept of Executed Contract	Tue 6/24/25	Mon 6/30/25																												
5		PreConstruction	Mon 6/2/25	Tue 4/21/26																												
6		Project Kick Off Meeting	Tue 7/1/25	Tue 7/1/25																												
7		Schematic Design Phase	Mon 6/2/25	Wed 7/30/25																												
8		Schematic Design Process	Mon 6/2/25	Fri 6/27/25																												
9		Constructability Review	Wed 7/2/25	Wed 7/16/25																												
10		Detail Quantity Take Off & Estimate	Thu 7/17/25	Wed 7/30/25																												
11		City of Twin Falls Schematic Design Review	Tue 7/1/25	Tue 7/15/25																												
12		Design Development Phase	Wed 7/16/25	Thu 10/9/25																												
13		Design Development Process	Wed 7/16/25	Thu 9/11/25																												
14		Constructability Review	Fri 9/12/25	Thu 9/25/25																												
15		Detail Quantity Take Off & Estimate	Fri 9/26/25	Thu 10/9/25																												
16		City of Twin Falls Schematic Design Review	Fri 9/12/25	Thu 9/25/25																												
17		Construction Document Phase	Fri 9/26/25	Tue 4/7/26																												
18		Construction Document Development	Fri 9/26/25	Tue 12/23/25																												
19		City of Twin Falls CD Review	Wed 12/24/25	Fri 1/9/26																												
20		Permit Set Complete	Mon 1/12/26	Mon 1/12/26																												
21		Publication for Pre-Qualification	Wed 12/24/25	Fri 1/9/26																												
22		Publication for Request for Proposal	Mon 1/12/26	Fri 1/23/26																												
23		Plan Check Review Process	Tue 1/13/26	Mon 4/6/26																												
24		<i>Permit Approval</i>	<i>Mon 4/6/26</i>	<i>Mon 4/6/26</i>																												
25		Bid Phase	Mon 1/26/26	Fri 3/6/26																												
26		Bid Descopes and GMP Prep/Submittal	Mon 3/9/26	Fri 3/20/26																												
27		City Council Agenda	Mon 3/23/26	Mon 4/6/26																												
28		City Council Approval	Tue 4/7/26	Tue 4/7/26																												
29		<i>Notice to Proceed</i>	<i>Tue 4/7/26</i>	<i>Tue 4/7/26</i>																												
30		Contract Execution	Wed 4/8/26	Tue 4/14/26																												
31		Execute Subcontractor Contracts	Wed 4/15/26	Tue 4/21/26																												
32		Construction Start	Wed 4/22/26	Wed 4/22/26																												



Task		Summary		External Milestone		Critical	
Milestone		Project Summary		Deadline		Progress	



777 North 4th St., Suite 101
Boise, ID 83702

T 208.314.1377

Wendy Davis
City of Twin Falls, ID
Parks and Recreation Director
136 Maxwell Ave.
Twin Falls ID 83301

June 17, 2025

Re: PreCon Services Fee Proposal - Rev 1| City of Twin Falls – Vista Bonita Park

Ms. Davis,

The CORE Construction team is truly appreciative for this opportunity to serve City of Twin Falls. We are honored by the trust you have placed in our team, and we are fully committed to the successful delivery of Vista Bonita Park that will serve the City of Twin Falls and its residents for decades to come!

Preconstruction Services Fee

The below list includes the scope and cost breakdown for each discipline associated with Preconstruction services:

- Vista Bonita Park – CORE (page 2-7) \$ 23,112

PROPOSED CONSTRUCTION PHASE SERVICES FEE

Construction Fee 5.0% of GMP

The attached proposals include detailed clarifications, exclusions and cost breakdowns to further assist in your review.

Sincerely,

A handwritten signature in black ink, appearing to read "Kody Koebensky". The signature is stylized with a large, sweeping "K" and a long horizontal line extending to the right.

Kody Koebensky
Director
CORE Construction

PROJECT DEFINING ELEMENTS

This proposal is based upon the following project defining elements and is provided based on the understanding that there will be no changes to the terms and conditions of the previously supplied DRAFT CMGC Contract. Any modifications to the terms and conditions may require a review and potential adjustment of the proposed fees.

DESIGN PHASE SERVICES UP TO GMP APPROVAL

CORE'S PRECONSTRUCTION PHASE SERVICES SCOPE

CORE scope of services begins with a **Mission** to provide **Leadership** and **Professional Service** towards **Best Value** through a collaborative and transparent process. CORE leads the preconstruction effort—facilitating coordination, guiding project decisions, and managing key milestones—while working closely with the Owner and Design Team to align priorities and develop a reliable, Best Value Guaranteed Maximum Price (GMP).

CORE's approach is structured around the three critical drivers of project success: Cost (C), Quality (Q), and Schedule (S). The CORE process seeks to eliminate industry-consistent issues that impact project success. Industry issues include cost dependability, quality documentation and clarity, and starting and completing construction on time. Most of these challenges are influenced by communication gaps and misaligned expectations. Our process is designed to daylight these issues early, improve team alignment, and allow our team to manage projects with clarity, accountability, and exceptional success.

Below, we have compiled a specific list of services that will facilitate this mission within our unique process.

1. SCHEMATIC PHASE

At this phase, as the design team completes development of the concepts to inform the function and size of the project as identified during programming. At completion of schematic design, the project size and footprint will be finalized. The entire team will begin to see the space take shape, textures and materials will begin to be considered, as well as MEP and Special Systems will be outlined.

a. CORE's role during the Schematic Phase:

To create a detailed flexible cost model on the entire building and site based upon the schematic documents. This cost model will account for quantity, quality, intent, big picture outcomes and unique features of work. CORE will work with the design team to provide support through option studies as they refine and validate the selected structure, envelope, and building systems, ensuring alignment with budget, constructability, and performance goals. At this stage, CORE will also advance scope definition and pricing for finishes, equipment, and specialty components.

In parallel, CORE will work with the team to identify and address risks that could impact project cost, schedule, or quality. CORE will ensure these Risk/Solutions are resolved during design to ensure clarity of scope, alignment of responsibilities, and to prevent costly rework or delays during construction. Each item will be

evaluated through the lens of CORE's six factors of Operational Excellence—Safety, Quality, Schedule, Cost, Subcontractors, and Client—to ensure alignment with overall project performance considering both design and Owner priorities.

b. Basic Scope of Services required to fulfill this role:

i. Detailed Quantity Take-off & Estimate

CORE will utilize Construct Connect (On-Screen Take-off software) to provide a detailed quantity estimate that is graphically represented. This take-off will identify scope and quantities by being directly overlaid onto the schematic documents.

ii. Work Breakdown Structure (WBS)

The WBS is the structured summary of the detailed estimate, formatted consistently across all phases and organized by CORE's "Ten Groups." This format enables the team to clearly see cost variances between line items as the design progresses.

iii. Basis of Estimate

This document will clarify all cost assumptions, inclusions/exclusions, unit pricing, and the rationale behind key estimating strategies.

iv. Options Studies

CORE will provide system and material options analysis where appropriate, including finishes, MEP systems, and any Unique Features of Work (UFWs). Each study will evaluate cost, safety, QA/QC, logistics, constructability, and schedule impacts.

As part of this process, CORE will maintain a Scope Options Log—a dynamic tracking tool that provides real-time visibility into additive and deductive scope alternatives. Each option is evaluated based on its cost, impact on quality, and alignment with the project's Big Picture Outcomes (BPOs). The log supports transparent, collaborative decision-making and ensures the Owner retains control over both budget and design intent as the project evolves.

These studies enable the team to make timely, informed decisions—especially when multiple solutions could meet functional needs in different ways.

v. Constructability Review

The purpose of the Constructability Review is to identify and resolve design issues related to construction while validating that the design can be safely and efficiently built. CORE places special emphasis on Unique Features of Work (UFWs)—elements that introduce complexity or require specialized means and methods. Identifying these issues early helps prevent late-stage design changes, costly rework, and construction delays.

Each UFW will be analyzed through the following considerations:

1. How does it impact the milestone schedule?
2. Should the team involve a Trade Partner for additional feedback?
3. What safety considerations should be made?
4. Are there any site logistics issues?
5. How should it be detailed on the documents?
6. What are the QA/QC considerations?
7. Are there options to consider (i.e. alternate systems/materials evaluation)?

The resulting deliverable provides actionable feedback to the Design Team and Owner, helping guide decisions that affect feasibility, performance, and schedule reliability.

vi. **Development of Preconstruction and Construction Schedule**

CORE will develop a milestone-based preconstruction and construction schedule informed by the detailed quantity estimate. The schedule will take into account design durations, material procurement timelines, and construction sequencing. During this phase, CORE will collaborate with the City of Twin Falls and the Design Team to evaluate the feasibility of an early GMP package focused on long-lead procurement and early construction activities tied to those materials.

vii. **Development of initial prequalified Trade Partner list**

During this phase, CORE will begin engaging with key Trade Partners to gather early input on unit pricing, constructability, and long-lead procurement considerations.

2. **DESIGN DEVELOPMENT PHASE**

At this stage, the project's size and systems have been defined. The team now shifts focus to finishes, functional details, and specification development. CORE's role is to keep the evolving design aligned with the project's Cost, Quality, and Schedule goals while supporting risk resolution and constructability validation.

CORE will update the cost model based on design progression and Trade Partner input, while working closely with the Design Team and Owner to address issues that could impact scope, cost, or schedule. These efforts help maintain alignment with the Owner's Big Picture Outcomes (BPOs) and support timely, informed decision-making.

a. **CORE's role during the Design Development Phase:**

To provide an updated estimate and construction insight based on quantity take-offs and Trade Partner feedback, while supporting design validation, scope clarity, and alignment with project priorities.

b. **Basic Scope of Services required to fulfill this role**

i. **Detailed Quantity Take-off & Estimate**

CORE will update the cost model to reflect the design development documents and incorporate feedback from estimating and trade input.

ii. **Work Breakdown Structure (WBS)**

The WBS will be updated to reflect design evolution. CORE will provide a variance report with each estimate.

iii. **Basis of Estimate**

This document will be revised to reflect the current estimate and will clarify assumptions, inclusions and exclusions, and any scope considerations that may impact cost. It serves to clarify design intent and inform design development as the project moves forward.

iv. **Options Studies**

CORE will provide options analysis on finishes, systems, or unique scope elements as needed. Each option will be evaluated for cost, schedule, quality, and constructability impacts and tracked through the scope options process to support informed decision-making.

v. **Constructability Review**

CORE's constructability review is an ongoing process focused on identifying design issues that may impact construction feasibility, sequencing, or safety—especially around Unique Features of Work (UFWs) and specialized construction elements.

New at this phase, CORE will lead a formal QA/QC review to ensure coordination across disciplines. This includes identifying scope gaps, system clashes, and detailing inconsistencies. Addressing these early

helps reduce RFIs, avoid rework, and protect the schedule.

Together, the constructability and QA/QC efforts ensure the design is buildable, coordinated, and positioned for reliable pricing and early procurement planning.

vi. **Updated Preconstruction and Construction Schedule**

This will be a milestone construction schedule specific to the scope identified in the Design Development Documents. Long Lead procurement will be included in the schedule.

vii. **Updated Prequalified Trade Partner List**

CORE will provide a working list of Trade Partners targeted for bidding based on project needs and feedback from the City of Twin Falls. Trade input at this stage will continue to inform pricing, scope clarity, and procurement strategy.

viii. **Initial Site Lay-Down, Logistics Plan, and Phasing Plan**

This will be the first draft submitted to the team for review. It will indicate site access, site control, material lay-down, and trailer location.

3. **EARLY PROCUREMENT AND CONSTRUCTION DOCUMENTS PHASE**

During this phase, the Design team will advance the design toward permit-level documents by finalizing finish schedules, site details, and project specifications. CORE's role is to support document development, procurement strategy, and pricing efforts by evaluating constructability, providing cost feedback, and preparing GMPs aligned with the evolving design and project needs. The culmination of this phase includes submission for permit and development of the Guaranteed Maximum Price (GMP).

a. **CORE's role during the Construction Documents Phase:**

CORE will review the evolving Construction Documents for constructability, coordination, and completeness. In parallel, select scopes may be identified for early procurement—particularly those tied to long-lead materials or early construction activities.

CORE will provide cost feedback on Owner comments, scope clarifications, and code-related adjustments. One or more Guaranteed Maximum Prices (GMPs) may be developed, including an early GMP for targeted scopes and a subsequent GMP based on the Construction Documents, reflecting the broader project scope and design progression.

b. **Basic Scope of Services required to fulfill this role:**

i. **Basis of Estimate**

This will be the clarification to each GMP. It will define any and all contingencies, allowances, proprietary specifications and/or vendors, and anything else that serves to clarify the basis of our estimate.

ii. **Constructability Review**

Builds upon earlier reviews and addresses any remaining Unique Features of Work (UFWs) and late-stage design developments.

iii. **Updated Construction Schedule**

This will be a milestone construction schedule specific to the scope identified in the Construction Documents. Long Lead procurement will be updated in this schedule.

iv. **Finalized List of Prequalified Trade Partners to Bid**

CORE will lead a formal RFQ process and solicitation to establish a prequalified pool of Trade Partners. The

final list will be developed in coordination with the full project team, targeting a minimum of three qualified bidders per major trade to ensure competitive coverage and alignment with project goals.

v. **Final Site Logistics Plan and Phasing Plan**

With scope and sequencing clarified, CORE will finalize the logistics and lay-down plans for site access, staging, and phasing.

4. **GENERAL COMMENTS**

Please consider the following items as it relates to this proposal and project, we have made the following general assumptions:

a. **Meeting Attendance:**

CORE will be present at the Project Kick-Off Meeting, Stakeholders Meetings, Design Workshops, Comment Resolution Meetings, GMP Review/Negotiation Meetings, and all concept and construction documents meetings, as required.

b. **LEED:**

CORE has NOT considered costs for a LEED Champion or registration with the USGBC, our LEED Accredited Team Members will support the Design Professional and Owner Teams during Preconstruction.

c. **Site Investigations Allowance (Reimbursable):**

CORE has NOT included an Allowance for Site Investigations.

d. **Order Long Lead Items Allowance:**

CORE has NOT included any costs for ordering Long Lead items. These costs will be included in the GMP for construction.

e. **Owner's Allowance:**

CORE has NOT included any costs for an Owner's Allowance.

PRECONSTRUCTION FEE

Below you will find a detailed cost breakdown for our Preconstruction services:

PRECONSTRUCTION WORKFORCE PROJECTIONS									
DESCRIPTION	UNITS	Schematic Design	Design Development	Construction Documents	RATE	Schematic Design	Design Development	Construction Documents	TOTAL
		0	0	0					
DIRECTOR OF PRECON	HRS	2	3	4	\$ 190	\$ 304	\$ 608	\$ 760	\$ 1,672
SENIOR PRECON MANAGER	HRS	3	6	8	\$ 155	\$ 496	\$ 992	\$ 1,240	\$ 2,728
PRECON MANAGER - SITE/ENCLOSURE/FINISHES/SPECIALTIES	HRS	16	32	48	\$ 144	\$ 2,304	\$ 4,608	\$ 6,912	\$ 13,824
PRECONSTRUCTION COORDINATOR	HRS	2	3	4	\$ 87	\$ 139	\$ 278	\$ 348	\$ 765
PROJECT MANAGER	HRS	2	5	6	\$ 144	\$ 346	\$ 691	\$ 864	\$ 1,901
SUPERINTENDENT	HRS	1	3	4	\$ 144	\$ 184	\$ 369	\$ 553	\$ 1,106
PHASE TOTALS		26	52	81		\$ 3,773	\$ 7,546	\$ 11,793	
					GRAND TOTAL: \$ 23,112				

Attachment A

Preconstruction Services		
Phase of Preconstruction	% of Preconstruction	Total
Schematic Design	16.32%	\$ 3,773
Design Development	32.65%	\$ 7,546
Construction Documents	51.03%	\$ 11,793
	100.00%	\$ 23,112
TOTAL PRECONSTRUCTION FEE WITH ALLOWANCES		\$ 23,112



ConsensusDocs 500
STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND
CONSTRUCTION MANAGER / GENERAL CONTRACTOR ("CM/GC")



CM/GC

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. CM/GC'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
9. CHANGES
10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
14. MISCELLANEOUS
15. CONTRACT DOCUMENTS



ARTICLE 1 AGREEMENT

This Agreement is made this [] day of [] in the year 2025, by and between the

OWNER:

City of Twin Falls
Attn: Park & Recreation Dept.
Chance Munns, Superintendent
136 Maxwell Ave.
Twin Falls, ID, 83301

and the

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC):

The Terms "Construction Manager" and/or "Contractor" as used in this Agreement shall mean the Construction Manager / General Contractor)

CORE Construction Management, Inc.
13835 N. Northsight Blvd., Suite 100
Scottsdale, AZ, 85260

Tax Identification Number (TIN): 86-0433249
Contractor License No., if applicable: 067453 – Unlimited – 3

for construction and services in connection with the following

PROJECT:

Vista Bonita Park Expansion
Located at: 102 Caliente Ave., Twin Falls, ID 83301
Brief Description:

The project includes construction of a new access and parking lot, the construction or installation of a restroom, connection to and expansion of existing asphalt trail, a splashpad, open turf space, landscaping, irrigation and site amenities including shade structures, picnic areas, and more.

Notice to the Parties shall be given at the above "Owner" and "CM/GC" addresses.

Design Professional is Jensen-Belts Associates, PLLC.

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 CM/GC represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither CM/GC nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.



2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Part any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to CM/GC in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by CM/GC, its Subcontractors, and Subsubcontractors in connection with their construction operations. The CM/GC shall not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided.

2.4 Owner shall obtain from Design Professional either a license for CM/GC and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless CM/GC against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and CM/GC, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: GMP Amendment Template
Exhibit B: CM/GC's Provided Insurance

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by CM/GC and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Substantial Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "CM/GC" is the person or entity identified in ARTICLE 1 and includes CM/GC's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.



2.5.10 “Defective Work” is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 “Design Professional” means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 “Final Completion” occurs on the date when CM/GC's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 “Force Majeure Events” are those events that are beyond the control of both CM/GC and Owner, including but not necessarily limited to the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

2.5.14 “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.15 “Interim Directive” is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.16 “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which CM/GC must comply that are enacted as of the Agreement date.

2.5.17 “Others” means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.18 “Overhead” means (a) payroll costs, burden, and other compensation of CM/GC's employees in CM/GC's principal and branch offices; (b) general and administrative expenses of CM/GC's principal and branch offices including charges against CM/GC for delinquent payments; and (c) CM/GC's capital expenses, including interest on capital used for the Work.

2.5.19 “Owner” is the person or entity identified in ARTICLE 1.

2.5.20 The “Owner's Notice To Proceed” with the Construction shall mean the written notification(s) supplied by Owner to the CM/GC to commence with the Construction Phase Work pursuant to §6.1.

2.5.21 The “Owner's Program” is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.22 The “Parties” are collectively Owner and CM/GC.

2.5.23 The “Project,” as identified in ARTICLE 1, is the building, facility, or other improvements for which CM/GC is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.24 The “Schedule of the Work” is the document prepared by CM/GC that specifies the dates on which CM/GC plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.



2.5.25 “Subcontractor” is a person or entity retained by CM/GC as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.26 “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond CM/GC's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.27 A “Subsubcontractor” is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.28 A “Supplier” is a person or entity retained by CM/GC to provide material or equipment for the Work.

2.5.29 “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.30 “Work” means the construction and administrative and management services necessary or incidental to fulfill CM/GC's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.31 “Worksite” means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CM/GC'S RESPONSIBILITIES

3.1 GENERAL RESPONSIBILITIES

3.1.1 CM/GC shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 CM/GC represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, CM/GC shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, CM/GC is not liable to Owner for damages resulting from compliance with such instructions, unless (a) CM/GC recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 CM/GC shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.



3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 CM/GC shall provide competent supervision for the performance of the Work. Before commencing the Work, CM/GC shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, CM/GC shall name a different superintendent for Owner's review.

3.2.2 CM/GC shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of CM/GC or any of its Subcontractors.

3.2.3 CM/GC shall permit only fit and skilled persons to perform the Work. CM/GC shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, CM/GC shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CM/GC'S REPRESENTATIVE CM/GC's authorized representative is Todd Steffen, President. CM/GC's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If CM/GC changes its representative or their authority, CM/GC shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in CM/GC's work.

3.3.1 PRELIMINARY EVALUATION CM/GC shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION CM/GC shall schedule and attend regular meetings with Owner and Design Professional. CM/GC shall consult with Owner and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. CM/GC shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, CM/GC shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. CM/GC shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, CM/GC, Design Professional, and the requirements of governmental entities. As design proceeds, CM/GC shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, CM/GC shall notify and make recommendations to Owner. If the Project is to be completed in phases, CM/GC shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.



3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, CM/GC shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, CM/GC shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, CM/GC shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, CM/GC shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, CM/GC shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, CM/GC shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW CM/GC shall review the drawings and specifications in an effort to identify potential constructability problems that could impact CM/GC's ability to perform the Work in an expeditious and economical manner. CM/GC shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, CM/GC shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.

3.3.6 TEMPORARY FACILITIES CM/GC shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by CM/GC, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS CM/GC shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. CM/GC shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS CM/GC shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to CM/GC if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom CM/GC shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION CM/GC shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS CM/GC shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS CM/GC shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by CM/GC.



3.3.12 OTHER PRECONSTRUCTION SERVICES CM/GC shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, CM/GC shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, CM/GC's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. CM/GC does not guarantee any specific line item provided as part of the GMP but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE CM/GC shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by CM/GC in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by CM/GC.

3.4.3 CM/GC shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify CM/GC, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to CM/GC in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, CM/GC, and Design Professional. CM/GC shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, CM/GC shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.



3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. CM/GC's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The Owner receives the savings for any amount under the allocation and is responsible for any amount over the allocation. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.7.1 Escalation Allowance for potentially price-impacted material. The parties acknowledge certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Contract that may impact price increases due to escalation of materials, equipment, or products costs. The Contractor shall give the Owner written notice and documentation of the increased costs.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies CM/GC, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by CM/GC, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct CM/GC to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

3.4.8.3 terminate the Agreement for convenience in accordance with §12.3. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with CM/GC and assist with the coordination of activities and the review of construction



schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, CM/GC shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate CM/GC's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, CM/GC shall give Owner prompt, written notification of any defects CM/GC discovers in their work which will prevent the proper execution of the Work. CM/GC's obligations in this subsection do not create a responsibility for the work of Owner or Others but are for the purpose of facilitating the Work. If CM/GC does not notify Owner of defects interfering with the performance of the Work, CM/GC acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from CM/GC of defects, Owner shall promptly issue an Interim Directive informing CM/GC what action, if any, CM/GC shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION

3.7.1 Before commencing the Work, CM/GC shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by CM/GC, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should CM/GC discover any errors, omissions, or inconsistencies in the Contract Documents, CM/GC shall promptly report them to Owner. It is recognized, however, that CM/GC is not acting in the capacity of a licensed design professional, and that CM/GC's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from CM/GC of defects, Owner shall promptly inform CM/GC what action, if any, CM/GC shall take with regard to the defect.

3.7.3 CM/GC shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless CM/GC knowingly fails to report a recognized problem to Owner.

3.7.4 CM/GC may be entitled to additional costs or time because of clarifications or instructions growing out of CM/GC's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve CM/GC of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 **COST REPORTING** CM/GC shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. CM/GC shall maintain a complete set of all books and records prepared or used by CM/GC with respect to the Project. Owner shall be afforded access to all of CM/GC's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. CM/GC shall preserve all such records for a period of three years after Substantial Completion.

3.7.6.1 CM/GC agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work but does not warrant or guarantee their accuracy.



3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of CM/GC to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of CM/GC shall be the responsibility of CM/GC and may be deducted from any amounts due or to become due CM/GC. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from CM/GC of defects, Owner shall promptly inform CM/GC what action, if any, CM/GC shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 CM/GC shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. CM/GC shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by CM/GC and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, CM/GC shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of CM/GC, CM/GC shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 CM/GC warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, CM/GC shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. CM/GC further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. CM/GC's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. CM/GC's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, CM/GC's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such



warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

3.10.4 CM/GC shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. CM/GC's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period CM/GC shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If before Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify CM/GC in writing. Unless Owner provides written acceptance of the condition, CM/GC shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify CM/GC or give CM/GC an opportunity to test or correct Defective Work as reasonably requested by CM/GC, Owner waives CM/GC's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by CM/GC.

3.11.3 If CM/GC fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due CM/GC. If payments then or thereafter due CM/GC are not sufficient to cover such amounts, CM/GC shall pay the difference to Owner.

3.11.4 CM/GC's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify CM/GC and allow CM/GC an opportunity to correct the Work if CM/GC elects to do so. If CM/GC elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If CM/GC does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from CM/GC, Owner shall promptly provide CM/GC with an accounting of the actual correction costs.

3.11.5 If CM/GC's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, CM/GC shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of CM/GC's other obligations under the Contract Documents.



3.11.7 Before final payment, at Owner's option and with CM/GC's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, CM/GC shall pay the costs of uncovering and replacement.

3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at CM/GC's expense. In this circumstance the Work shall be replaced at CM/GC's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS CM/GC holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. CM/GC shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CM/GC'S SAFETY REPRESENTATIVE CM/GC shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by CM/GC in writing to Owner, CM/GC's project superintendent shall serve as its safety representative. CM/GC shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When CM/GC is required to file an accident report with a public authority, CM/GC shall furnish a copy of the report to Owner.

3.13.3 CM/GC shall provide Owner with copies of all notices required of CM/GC by the Law. CM/GC's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of CM/GC, or anyone for whose acts CM/GC may be liable, shall be promptly remedied by CM/GC.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for CM/GC's safety program, may require by Interim Directive CM/GC to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If CM/GC does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. CM/GC agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on CM/GC's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, CM/GC shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment



in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 CM/GC shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.

3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, CM/GC shall be entitled to immediately stop Work in the affected area. CM/GC shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 CM/GC shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If CM/GC incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, CM/GC may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of CM/GC, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless CM/GC, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by CM/GC, Subcontractors, Owner or Others, shall be maintained at the Worksite by CM/GC and made available to Owner, Subcontractors, and Others.

3.15.7.2 CM/GC shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by CM/GC in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by CM/GC if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of CM/GC, its agents, officers, directors, and



employees, CM/GC shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by CM/GC

3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 CM/GC shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. CM/GC shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, CM/GC shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. CM/GC's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any CM/GC submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to CM/GC. If the Contract Documents do not contain submittal requirements pertaining to the Work, CM/GC agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 CM/GC shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve CM/GC from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 CM/GC shall prepare and submit to Owner final marked-up as-built drawings.

3.17 DESIGN DELEGATION If the Contract Documents require CM/GC to specify that CM/GC is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. CM/GC shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, CM/GC shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of CM/GC's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Work designed or certified by CM/GC's design professional.



3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT CM/GC acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, CM/GC shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how CM/GC is to proceed. CM/GC shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 CM/GC shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. CM/GC shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 CM/GC shall pay applicable taxes for the Work provided by CM/GC. However, if tariffs not accounted for in the GMP, no matter when effective, increase the cost and/or time of the Work, Owner hereby agrees to enter into a Change Order with said escalation in the price of materials and/or time for the Work.

3.19.3 If, in accordance with Owner's direction, CM/GC claims an exemption for taxes, Owner shall indemnify and hold CM/GC harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by CM/GC as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 CM/GC shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 CM/GC shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, CM/GC shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. CM/GC shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, CM/GC shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.



3.21.2 If CM/GC fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to CM/GC in the next payment period.

3.22 ACCESS TO WORK CM/GC shall facilitate the access of Owner, its Design Professional, and Others to Work in progress. CM/GC recognizes the importance of performing the Work in a safe manner; to assist with preventing damage, injury, or loss to, all individuals at the Site, whether working or visiting, shall report to the CM/GC's field office and sign in before entering the Project Site.

3.23 COMPLIANCE WITH LAWS CM/GC shall comply with all the Law at its own cost. CM/GC shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by CM/GC, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes and/or tariffs.

3.24 CONFIDENTIALITY CM/GC shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to CM/GC or which CM/GC may acquire in performing the Work. To the extent necessary to perform the Work, CM/GC's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of CM/GC's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of CM/GC, Owner shall provide CM/GC with evidence of Project financing. Evidence of such financing shall be a condition precedent to CM/GC's commencing or continuing the Work. CM/GC shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide CM/GC the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;

4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;



4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by CM/GC which are required for CM/GC's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of CM/GC pursuant to §3.19.1, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving CM/GC's written request, Owner shall provide CM/GC with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to CM/GC without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and CM/GC exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and CM/GC shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Chance Munns, City of Twin Falls Parks Superintendent. Owner's Representative shall be fully acquainted with the Project and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify CM/GC in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of CM/GC, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between CM/GC and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to CM/GC, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If CM/GC incurs costs or is delayed due to such loss or damage, CM/GC may seek an equitable adjustment in the GMP, estimated Cost of the Work, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.



ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, CM/GC shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify CM/GC in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, CM/GC shall not contract with the proposed Subcontractor or Supplier, and CM/GC shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS CM/GC agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by CM/GC to Owner, subject to the prior rights of any surety, provided that:

5.4.1.1 this Agreement is terminated by Owner pursuant to §12.4 or §12.5; and

5.4.1.2 Owner accepts such assignment after termination by notifying the CM/GC and Subcontractor or CM/GC and Supplier in writing, and assumes all rights and obligations of CM/GC pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement shall be fifteen (15) days after CM/GC's receipt of the latter of the following:

1. Fully executed Agreement including the GMP Amendment.
2. Evidence of funding satisfactory to CM/GC (i.e., Owner's PO).
3. Issuance of Site Permit, Building Permit, and any other permits required to commence the Work and maintain unhindered progress.
4. Owner's Notice to Proceed with Construction.
5. Unhindered access to property, including any off-site Work

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and CM/GC may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this Agreement, at such time as



GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, CM/GC shall not knowingly commence the Work before the effective date of CM/GC's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, CM/GC shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which CM/GC plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, CM/GC shall comply with the approved Schedule of the Work or CM/GC. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. CM/GC shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require CM/GC to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If CM/GC consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, CM/GC may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If CM/GC is delayed at any time in the commencement or progress of the Work by any cause beyond the control of CM/GC, CM/GC shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion, and related Overhead and expenses. Examples of causes beyond the control of CM/GC include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving CM/GC; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) disruptions in labor or materials resulting from a health crisis regardless of whether epidemic, pandemic or isolated to areas from which such labor and materials are supplied; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated; or (n) Force Majeure Events. CM/GC shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9. Any time gained by the CM/GC on the Schedule of Work shall not be offset against any delays as described herein.

6.3.1.1 When adverse weather conditions occur, and delay critical path activities, Contractor shall be entitled to an extension of the Critical Path Schedule, determined on a



per building basis, for each day the adverse weather condition occurs along with each subsequent day that construction is delayed due to such adverse condition. Such request shall be specific as to each building. Once approved by Owner, such weather delays shall increase the schedule for the affected building(s) on a day for day basis.

6.3.1.2 If CM/GC is delayed in the performance of the Work due to Wood-frame construction having microbial growth present as milled wood is a natural, nutrient-rich product and it is not practical to eliminate naturally occurring microbial growth during construction, CM/GC shall not be liable for natural microbial growth during the course of construction, other than to clean materials consistent with industry standards and shall be responsible for same through Substantial Completion. If Owner decides to remediate naturally occurring microbial growth beyond industry standards prior to Substantial Completion, Owner agrees to do so at Owner's own expense and any delay to CM/GC as a result of same shall entitle Design-Builder to additional Contract Time and General Conditions costs.

6.3.2 In addition, if CM/GC incurs additional costs as a result of a delay that is caused by items (a) through (n) immediately above, CM/GC shall be entitled to an equitable adjustment in the GMP subject to §6.7.

6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, CM/GC shall provide prompt written notice to Owner of the cause of such delays after CM/GC first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If CM/GC requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, CM/GC shall give Owner written notice of the claim in accordance with §9.4. If CM/GC causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against CM/GC in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, CM/GC shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. CM/GC will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. CM/GC shall pay Owner Two Hundred Dollars (\$200) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. Parties expressly acknowledge and agree that it would be difficult or impossible to determine with absolute precision the amount of damages that would be incurred by Owner as a result of CM/GC's failure to perform the Work in accordance with and within the time specified in this Contract. The Parties accordingly agree, having taken into account all factors that they deem appropriate, including all of the respective rights and obligations under this Contract, that liquidated damages are in lieu of actual damages and are the Parties' reasonable estimate of fair compensation for the losses that are reasonably



anticipated to be incurred by Owner from CM/GC's failure to timely perform in accordance with the Contract, and do not constitute a penalty. The payment of liquidated damages (and, to the extent applicable, termination of the Contract by Owner for default in accordance with the terms hereof) shall be CM/GC's sole and exclusive obligation and Owner's sole and exclusive remedy with respect to the failure to timely perform in accordance with the guaranteed dates set forth in this Contract.

6.6.2 ACTUAL DAMAGES In the event that the provisions for the payment of liquidated damages in this Contract are held to be unenforceable as a matter of law, CM/GC agrees to pay to Owner all actual damages suffered by Owner due to the circumstances giving rise to the liability to pay liquidated damages (had they been enforceable). Any such actual damages shall be subject to the waiver of consequential damages in Section 6.7 but in no event, shall the amount paid to Owner as actual damages exceed the amount that would have been calculated and paid as Liquidated Damages.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, increased financing costs, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. CM/GC agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 The CM/GC guarantees that the contract sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the CM/GC shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. To the extent the Cost of the Work is less than the Guaranteed Maximum Price, the CM/GC and Owner shall share in such savings:

(Insert specific provisions if the Construction Manager (CM) is to participate in any savings.)

Percentage Split of GMP Savings: 100% to Owner / 0% to CM/GC.

7.2 Owner shall compensate CM/GC for Work performed on the following basis:

7.2.1 the Cost of the Work as allowed in ARTICLE 8; and

7.2.2 CM/GC's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.5.

7.3 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.3.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.4 CM/GC'S FEE CM/GC's Fee shall be as follows, subject to adjustment as provided in §7.5: equal to Five percent (5.0%) of the GMP.



7.5 FEE ADJUSTMENTS:

7.5.1 Changes in the Work as provided in ARTICLE 9, shall adjust CM/GC's Fee as follows: Five percent (5.0%) profit.

7.5.2 except as provided for in §6.3, delays in the Work not caused by CM/GC shall adjust CM/GC's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.5.3 managing the replacement of an insured or uninsured loss shall increase CM/GC's fee in the same proportion that CM/GC's Fee bears to the estimated Cost of the Work for the replacement.

7.6 PRECONSTRUCTION SERVICES COMPENSATION CM/GC shall be compensated for Preconstruction Services as follows: [].

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay CM/GC for the Cost of the Work as defined in this article. This payment shall be in addition to CM/GC's Fee stipulated in §7.4.

8.2 COST ITEMS

8.2.1 General Conditions Costs – The General Conditions Costs shall be a stipulated lump sum as defined in the GMP. The General Conditions Costs shall consist of the General Requirements; Warranty, Premiums for Insurance and Bonds; and all applicable taxes.

8.2.1.1 The General Requirements shall include, but is not limited to, the following types of costs incurred during the performance of the construction phase:

- 8.2.1.1.1 payroll costs for the project manager; payroll costs for the superintendent and full-time general foremen; payroll costs for administrative and management personnel resident and working on or off the site;
- 8.2.1.1.2 cost for employee benefits, premiums, taxes, insurance contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by CM/GC;
- 8.2.1.1.3 cost of workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up);
- 8.2.1.1.4 cost of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the site;
- 8.2.1.1.5 cost of consultants not in the direct employ of the CM/GC or subcontractors;
- 8.2.1.1.6 The reasonable cost of travel, accommodations and meals for CM/GC's personnel necessarily and directly incurred in connection with the performance of the Work.CM/GC

8.2.1.2 The direct cost and management required to provide the Warranty required by this Agreement or the performance of the Work.

8.2.1.3 Insurance and Bond Premiums required by this Agreement or the performance of the Work.



8.2.1.4 The cost of sales, use, privilege or similar taxes or duties incurred in the performance of the Work.

8.2.2 Reasonable transportation, travel, hotel, and moving expenses of CM/GC's personnel incurred in connection with the Work.

8.2.3 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.4 Payments made by CM/GC to Subcontractors for work performed under this Agreement.

8.2.5 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of CM/GC.

8.2.6 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from CM/GC or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from CM/GC or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.7 Tariffs, or duties related to the Work for which CM/GC is liable.

8.2.8 Permits, fees, licenses, tests, royalties.

8.2.9 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from CM/GC's negligence.

8.2.10 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.11 Water, power, and fuel costs necessary for the Work.

8.2.12 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.13 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.14 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and CM/GC, reasonably and properly resulting from CM/GC's performance of the Work.

8.2.15 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in CM/GC's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of CM/GC, all cash discounts shall accrue to CM/GC. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.



ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 CM/GC may request, or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM CM/GC shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with CM/GC on the adjustment, if any, in the GMP, CM/GC's Fee, Date of Substantial Completion or Date of Final Completion, or directing CM/GC to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, CM/GC shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, CM/GC shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay CM/GC fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. CM/GC's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP, or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.



9.3 DETERMINATION OF COST

9.3.1 An increase in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed, plus applicable Overhead and Five percent (5.0%) profit;

9.3.1.2 a mutually accepted, itemized lump sum including applicable Overhead and Five percent (5.0%) profit;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus applicable Overhead and Five percent (5.0%) for profit.

9.3.1.4 If there is a net increase in the GMP, CM/GC's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, CM/GC's Overhead and Fee shall not be adjusted. CM/GC shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.

9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, CM/GC shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, CM/GC shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after CM/GC first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of CM/GC's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, CM/GC shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct CM/GC to perform incidental changes in the Work, upon concurrence with CM/GC that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to CM/GC. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, CM/GC shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.



10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS CM/GC shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the last Day of the calendar month for the preceding calendar month. CM/GC's applications for payment shall be itemized and supported by CM/GC's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than thirty (30) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by CM/GC of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment, Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, CM/GC shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall CM/GC be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, CM/GC shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If CM/GC fails to take such action on a lien, Owner may cause the lien to be removed at CM/GC's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain Five percent (5%) of the Work, exclusive of the CM/GC's Fee and General Conditions costs, of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, one-half (1/2) of the amount retained shall be paid to the CM/GC on the CM/GC's request provided the CM/GC is making satisfactory progress on the contract and there is no specific cause or claim requiring a greater amount to be retained, except that if any time the Owner determines satisfactory progress is not being made, five percent (5%) retention shall be reinstated for all progress payments made under the contract after the determination;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;



10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, CM/GC may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CM/GC'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that CM/GC is responsible under this Agreement:

10.3.1 CM/GC's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by CM/GC to Owner or others to whom Owner may be liable;

10.3.3 CM/GC's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to CM/GC in accordance with this Agreement;

10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving CM/GC or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until CM/GC furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to CM/GC, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by CM/GC in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of CM/GC, CM/GC does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then CM/GC, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to CM/GC has been received, including interest for late payment. If CM/GC incurs costs or is delayed resulting from shutdown, delay, and start-up, CM/GC may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.



10.6 SUBSTANTIAL COMPLETION

10.6.1 CM/GC shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. CM/GC shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, CM/GC shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by CM/GC to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to CM/GC the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by CM/GC in a mutually agreed upon timeframe. Owner shall pay CM/GC monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. CM/GC shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from CM/GC that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, CM/GC shall prepare for Owner's written acceptance a final application for payment stating that to the best of CM/GC's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.



10.8.3 Final payment of the balance of the GMP shall be made to CM/GC within twenty (20) Days after CM/GC has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on CM/GC's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by CM/GC or its Subcontractors at the Worksite.

10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of CM/GC, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, CM/GC shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless CM/GC provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, CM/GC shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of CM/GC, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. CM/GC shall be entitled to reimbursement of any defense costs paid above CM/GC's percentage of liability for the underlying claim to the extent provided for by §11.1.2. Notwithstanding anything to the contrary in this Section, CM/GC's obligations hereunder do not extend to any claims,



damages, losses, and expenses arising out of or resulting from the sole negligence or willful misconduct of an Indemnitee.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless CM/GC, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1. Notwithstanding anything to the contrary in this Section, Owner's obligations hereunder do not extend to any claims, damages, losses, and expenses arising out of or resulting from the sole negligence or willful misconduct of an Indemnitee.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of CM/GC, anyone directly or indirectly employed by CM/GC, or anyone for whose acts CM/GC may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CM/GC under workers' compensation acts, disability benefit acts, or other employment benefit acts.

11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, CM/GC shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. CM/GC shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. CM/GC's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 As per the attached Exhibit B.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 CM/GC shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If CM/GC fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to CM/GC or terminate this Agreement.

11.2.4 To the extent commercially available to CM/GC from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, CM/GC shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without



lapse in coverage when it expires, exhausts its limits, or is to be cancelled, CM/GC shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, CM/GC shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also (a) name CM/GC, the Owner, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at

least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of CM/GC) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.4 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.5 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until a written notice of Substantial Completion has been provided by the Owner. Partial occupancy or use of the Work shall not commence until CM/GC has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, the CM/GC shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of CM/GC's Commercial General Liability Insurance specified in §11.2.1, CM/GC shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of CM/GC, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Owner or CM/GC, as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors,



agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.

11.3.4 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.5 POLLUTION LIABILITY INSURANCE As per the attached Exhibit B.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE The additional liability coverage required of the CM/GC shall be:

11.4.1 Additional Insured. The Owner and Architect shall be named as an additional insured on the CM/GC's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of CM/GC, or those acting on the CM/GC's behalf, in the performance of the CM/GC's work for the Owner at the Worksite.

11.4.2 Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Owner the costs may be reimbursed by the Owner to the CM/GC by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, CM/GC shall provide a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS CM/GC shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by CM/GC and incorporated in the Work. CM/GC shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold CM/GC harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of CM/GC. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. CM/GC shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though CM/GC shall require that its surety waives any requirement to be notified of any alteration or extension of time.

11.6 PROFESSIONAL LIABILITY INSURANCE To the extent CM/GC is required to procure design services in accordance with §3.17, CM/GC shall require its design professionals to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to Owner, including coverage for all professional liability caused by any consultants to CM/GC's design professional, written for not less than One Million dollars (\$1,000,000) per claim and in the aggregate with the deductible not to exceed Fifty Thousand dollars (\$50,000). CM/GC's design professional shall pay the deductible.



ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order CM/GC in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of CM/GC or any person or entity for whose acts or omissions CM/GC may be liable, then CM/GC shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part, or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If CM/GC persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, CM/GC may be deemed in default.

12.2.1 After receiving Owner's written notice, if CM/GC fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give CM/GC a second notice to correct the default within three (3) Business Days after receipt. The second notice to CM/GC, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If CM/GC fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to CM/GC; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge CM/GC, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to CM/GC but shall give CM/GC prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2.. If Owner's costs arising out of CM/GC's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, CM/GC shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to CM/GC. If Owner exercises its rights under this section, upon the request of CM/GC, Owner shall furnish to CM/GC a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Immediately upon completion of the Work, any remaining materials, and supplies not consumed or incorporated in the Work shall be returned to



CM/GC in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If CM/GC files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) CM/GC or CM/GC's trustee rejects the Agreement; (b) a default occurred and CM/GC is unable to give adequate assurance of required performance; (c) CM/GC is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from CM/GC's default, and shall promptly invoice CM/GC for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon CM/GC's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. CM/GC shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.

12.4.2 If Owner terminates this Agreement for convenience, CM/GC shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination.

12.4.3 If Owner terminates this Agreement, CM/GC shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of CM/GC to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CM/GC'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from CM/GC, CM/GC may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of CM/GC for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of CM/GC, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.



12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, CM/GC may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over CM/GC's reasonable objection, or

12.5.2.3 fails to pay CM/GC in accordance with this Agreement and CM/GC has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by CM/GC in accordance with this section, CM/GC shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.

12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, CM/GC shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If CM/GC continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.



13.4 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using:

☒ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA; or the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS.

Unless the Parties mutually agree otherwise in writing, the administration of the arbitration shall be as mutually agreed by the Parties. In order to preserve the quality of the proceedings, unless it is agreed to otherwise by the parties, the Arbitrator(s) selected shall have Construction Litigation experience of at least fifteen (15) years.

13.5 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.6 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.7 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.8 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by CM/GC which CM/GC may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified CM/GC or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to CM/GC than this Agreement. If such assignment occurs, CM/GC shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW The law in effect at the location of the Project shall govern this Agreement.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.



14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 179D ENERGY-EFFICIENT COMMERCIAL BUILDINGS TAX DEDUCTION Unless otherwise agreed to in writing, the Parties hereby agree the CM/GC shall retain all rights to claim any and all tax deductions, refunds, and credits available as a result of the design, engineering, and construction of the proposed building whether available at the time of this Agreement or made available at a future time. Such tax deductions, refunds, and credits may include, but shall not be limited to, the 179D Energy-Efficient Commercial Buildings Tax Deduction, the Research and Development Tax Credit, and similar local, state, or federal incentive programs.

14.9 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.

14.10 COMPLIANCE WITH LABOR LAWS. CM/GC shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Work and agrees to strictly comply with all its obligations as employer with respect to said personnel, including without limitation, Idaho Code section 44-1002.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISTING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

- a. None.

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, CM/GC shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, CM/GC shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.



15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

WHEREFORE, the parties have entered into this Agreement as of the day and year first written above.

OWNER: **City of Twin Falls**

BY: _____

NAME: _____

TITLE: _____

CONSTRUCT MANAGER / GENERAL CONTRACTOR: **CORE Construction Management, Inc.**

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT.





ConsensusDocs®
BUILDING A BETTER WAY

Exhibit A – Template AMENDMENT NO. 1 TO ConsensusDocs® 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER / GENERAL CONTRACTOR (“CM/GC”)

Dated [____].

Pursuant to Section 3.4 of the Agreement dated [____] between the Owner, [____] and the CM/GC, [____] for [____] (the Project), the Owner and the CM/GC desire to establish a Guaranteed Maximum Price (“GMP”) for the Work. Therefore, the Owner and the Contractor agree as follows:

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The CM/GC's GMP for the Work, including the Cost of the Work as defined in Article 8 and the CM/GC's Fee as set forth in Section 7.4, is [____] Dollars (\$[____]).

Notwithstanding the itemization above, there is one overall Guaranteed Maximum Price and the individual line items are not separate price maximums. The CM/GC shall be permitted to reallocate the individual line items and to provide an updated Schedule of Values to the Owner that reflects any such reallocation at its sole discretion, provided that it does not exceed the Guaranteed Maximum Price.

The GMP is for the performance of the Work in accordance with the exhibits listed below, which are part of this Agreement.

EXHIBIT A - GMP Sheet, dated ____.

EXHIBIT B – Basis of GMP (Allowances, Assumptions and Clarifications on which the GMP is based), dated [____], [____] pages.

EXHIBIT C – Enumeration of Drawings and Specifications, including Addenda, if any, and information furnished by the Owner under Section 4.3, dated [____], [____] pages.

EXHIBIT D – Baseline Project Schedule.

ARTICLE 2 DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is [____]; (____) calendar days from the Date of Commencement.



WHEREFORE, the parties have entered into this Amendment as of the day and year first written above.

OWNER:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

CONSTRUCTION MANAGER / GENERAL CONTRACTOR:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

END OF DOCUMENT.

DRAFT



Exhibit B

CONSTRUCTION MANAGER / GENERAL CONTRACTOR “CM/GC” PROVIDED INSURANCE

Construction Manager / General Contractor “CM/GC” shall purchase insurance, as indicated below, with carriers licensed to do business in the state in which the Project is located and rated by AM Best with at least an A- rating and a minimum Financial Size Category of VIII. The insurance coverage shall be maintained during the construction phase period and for a minimum of two years following completion of construction. Claims-made coverage, other than for Professional Liability (E & O), will not be acceptable.

Coverage for General Liability (GL) must include Additional Insured coverage in favor of the Owner and Architect for both ongoing and completed operations utilizing the combination of forms CG 20 10 12 19 and CG 20 37 12 19 or their equivalents. GL coverage must be on a primary/non-contributory basis and have a per project aggregate endorsement.

The following limits and coverages are required:

Worker's Compensation	Statutory in the state in which the project is located
Employer's Liability	\$1,000,000 Ea. Accident, \$1,000,000 Disease \$1,000,000 Policy limit
General Liability	Limits must meet the minimums set forth below, or the policy limit, whichever is greater: \$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate
Excess Liability	\$2,000,000 per occurrence and general aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Professional Liability (E&O Coverage)	\$1,000,000 per claim and in the aggregate

Such insurance shall be evidenced by certificate on an Acord-25 form. CM/GC shall provide evidence of coverage prior to the start of construction.

Property Insurance:

CM/GC shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk “all-risk” or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Owner, the CM/GC, Subcontractor and its subcontractors in the Project, and shall include insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Such property insurance shall be maintained until a written notice of Substantial Completion, at which time Owner shall install permanent insurance on the property.

Owner and CM/GC waive all rights against each other and against all Subcontractors, Sub-subcontractors, Material Suppliers, and the Architect/Engineer, for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the CM/GC. The Owner or CM/GC as appropriate, shall require of the Architect, Architect's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein.



Date: Monday, June 23, 2025
To: Honorable Mayor and City Council
From: William Klaver, Senior Planner

ACTION ITEM

Request:

Request for a budget amendment to use \$47,300.00 of Community Development Block Grant (CDBG) funds to pay for the 2026-2031 5-year Consolidated Plan.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

In 2021, amended in 2022, the City of Twin Falls worked with Mosaic Community Planners on the creation of a 5-year Consolidated Plan. This plan is coming to a close and needs to be renewed in order to continue to receive grant funds from the Community Development Block Grant (CDBG) program from the Department of Housing of Urban Development (HUD). These funds may be used for a wide range of projects, including housing rehabilitation, public facilities, infrastructure improvements, economic development, and public services. A key requirement is that activities must meet at least one of three national objectives: benefiting low- and moderate-income individuals, preventing or eliminating slums or blight, or addressing urgent community development needs. This area has been identified as primarily our Downtown area. City Staff are currently utilizing CDBG funds for demolishing and rebuilding the City Park restroom and facilities to connect the City Park with the Library. Staff anticipate utilizing future funds for administration, infrastructure, and working with community partners on providing services.

Mosaic Community Planners have given a proposal to perform administrative functions of creating and recording the 5-year Consolidated Plan requirements and deadlines. The proposed cost is \$47,300.00 as outlined in the attached proposal.

As a part of the planning process to become a CDBG entitlement community, the City has been working with Mosaic Community Planners on the creation of a Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing. The 30-day public comment period closed on April 12, 2021. The Annual Action Plan (AAP) includes a list of the projects that will be carried out with the entitlement funds. Once the City Council approves the plans, they will be submitted to HUD for their approval. It will take up to 45 days to be accepted by HUD, at which time the City will be able to begin spending funds to support the projects in the AAP. The AAP will be revisited each year and changes to projects can be made at this time.

Approval Process:

Majority vote of the City Council.

Budget Impact:

Utilization of \$47,300 of CDBG funds to create a 5-year plan. These funds will be reimbursed by CDBG money.

Regulatory Impact:

Approval of this item will enable staff to contract with Mosaic Community Planners to complete the 5-year consolidated plan as required by the CDBG program of HUD.

History:

N/A

Analysis:

N/A

Conclusion:

Staff request a budget amendment to utilize \$47,300.00 of CDBG funds to create a 5-year consolidated plan.

Attachments:

1. Mosaic_Proposal_TwinFalls-2025



PROPOSAL TO PREPARE A 5-YEAR CONSOLIDATED PLAN AND RELATED DOCUMENTS

Submitted to the City of Twin Falls

June 13, 2025

Mosaic Community Planning, LLC

P.O. Box 170349
Atlanta, GA 31117
Phone: 470.435.6020
Fax: 404.698.1484
www.mosaiccommunityplanning.com



June 13, 2025

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

Dear Jonathan:

On behalf of Mosaic Community Planning, LLC, I am pleased to offer this proposal to prepare the City of Twin Falls's Five-Year Consolidated Plan, 2026 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice. We have enjoyed our past work with the City's staff and community partners to develop the current Consolidated Plan and Analysis of Impediments and would be honored by the opportunity to continue working with the City on the upcoming Consolidated Plan and related documents.

Mosaic's staff of full-time planners and analysts means the City's project will be handled by a team of dedicated professionals with over 70 years of combined experience assisting HUD grantees with their planning needs, specifically including planning and analysis related to community development, affordable housing, and innovative community engagement. We are proficient with HUD's Integrated Disbursement and Information System (IDIS) and have successfully submitted more than 80 Consolidated Plans, Annual Action Plans, and CAPERs for our clients via the eCon Planning Suite.

In addition to our expertise in HUD planning requirements, a hallmark of our work is the meaningful and robust engagement we conduct with our client communities. We specialize in bringing to the table all the pieces needed for a detailed and complete plan, including stakeholders diverse in income, race, ethnicity, language, age, gender, ability, and perspective. The effort can be challenging, but is essential for successful and sustained improvement in the communities we serve.

As a principal of the firm, I am authorized to offer this proposal on behalf of Mosaic and all future correspondence concerning this procurement may be directed to me by phone at 770-366-7893 or email to melissa@mosaiccommunityplanning.com. Thank you for your consideration.

Sincerely,

Melissa M. Mailloux
Principal and LLC Member/Manager



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1. BACKGROUND & EXPERIENCE

Mosaic Community Planning, LLC

CONTACT INFORMATION

P.O. Box 170349
Atlanta, GA 31117
Phone: 470-435-6020
Fax: 404-698-1484

POINT OF CONTACT

Melissa Mailloux, Principal
melissa@mosaiccommunityplanning.com

FIRM SIZE

6 Full-time employees

YEAR FOUNDED

2015

FEDERAL TAX ID NUMBER

47-5615120

UNIQUE ENTITY ID

LZDNPGJ425J5

E-VERIFY COMPANY ID

929414

MBE/WBE/DBE STATUS

None claimed

CORE SERVICES

Consolidated Plans
Fair Housing Analyses
Housing Action Plans
Housing Needs Assessments
Neighborhood Revitalization Plans
Community Engagement

ABOUT MOSAIC

Mosaic Community Planning, LLC is owned and managed by its principals, Melissa Mailloux and Jeremy Gray. Together, our team has over 70 years of combined experience producing Consolidated Plans, Annual Action Plans, Assessments of Fair Housing, Analyses of Impediments to Fair Housing Choice, housing action plans, market analyses, and similar housing and community development plans. In the last five years alone, Mosaic has completed more than 80 plans and analyses for over 50 client jurisdictions across the United States.

At Mosaic, we bring to the table all the pieces needed for a complete picture, including stakeholders diverse in income, race, ethnicity, language, age, gender, ability, and perspective. The effort can be challenging but is an essential cornerstone for successful and equitable community improvement.

Mosaic was founded in 2015, but our experience doesn't begin there. For 20 years, our principals have been helping communities across the U.S. become better, more equitable places to live. Our team members' varied backgrounds in planning and community development give us a comprehensive understanding of the places we work and allow our firm to take a multidimensional approach to planning.

We love digging into a community, speaking with its residents, and hearing their stories. These individual stories come together to form a shared narrative, a mosaic of which each resident holds a unique piece. Yet, in the course of our work, we have often seen important decisions made while some of the people whose input was most needed were not present. Their pieces were missing from the picture, often because the participation process was not designed to actively seek out, invite, and engage the diversity of viewpoints within the community.

Mosaic is here to help communities plan differently.

First and foremost, our plans are about people – the people who inform the planning process and those whose lives will be impacted by it. After all, it is the people in a community who hold the pieces of its story. Out of that story, we design strategies and build plans to shape communities.

When issues of equity are important, and where diverse perspectives are valued, communities across the United States have come to count on Mosaic to bring its unique approach to the intersections of their people and places.

NOTEWORTHY QUALIFICATIONS AND COMPETITIVE ADVANTAGES

Mosaic Community Planning is uniquely qualified to develop the City's Consolidated Plan and stands distinct from its competitors in the following ways:

- HUD Grant Management Experience:** Mosaic principal Jeremy Gray served as Deputy Director of Community Development for a large urban county in metro Atlanta for 5 years, managing an annual budget exceeding \$10 million in CDBG, HOME, ESG, NSP, CSBG, JAG, and EFSP funds while training program staff in applicable federal regulations and guiding them in the administration of these programs. He understands the importance of developing plans that are both responsive to local input while remaining realistic in the goals and strategies they contain.
- Community Analysis & Mapping Skills:** Mosaic principal Melissa Mailloux and planners Jessica Fisch and Jessica Gay are skilled in GIS and use mapping and other data visualization tools to present demographic data, housing trends, and other topics to broad audiences, including the public, government staff, and elected officials.
- Certified Planners:** Mosaic's principals and core planning staff are all AICP-certified planners, demonstrating a commitment to the professional practice of planning and also to a code of ethical conduct. The balance of our planning staff are members of the American Planning Association and are AICP candidates.
- Experience Working in Idaho:** Mosaic's team previously completed Twin Falls's current Consolidated Plan and Analysis of Impediments to Fair Housing Choice in 2020, along with multiple subsequent Annual Action Plans. We have worked with the City of Lewiston on their 2017 and 2022 Consolidated Plans, along with multiple Analyses of Impediments studies and Annual Action Plans. We're familiar with the roles the Idaho Housing and Finance Association, Intermountain Fair Housing Council, and Idaho Legal Aid play in affordable and fair housing throughout the state, along with the state's fair housing law in the Idaho Human Rights Act.
- Familiarity with Online Platforms:** Our staff is highly proficient with HUD's Integrated Disbursement and Information System (IDIS) and have successfully submitted more than 80 Consolidated Plans, Annual Action Plans, and CAPERs for our clients via the eCon Planning Suite. We are skilled in the use of HUD's CPD Maps, the HUD PIC database, and HUD's Comprehensive Housing Affordability Strategy (CHAS) data, all of which can be used to provide important inputs for analysis in the Consolidated Plan. Additionally, we frequently work with a wide variety of other online data sources to gather information on housing and related subjects so that our analyses and reports are reflective of the best, most current data.
- Reader-Friendly Data Presentation:** Mosaic's in-house graphic designer and associate planner uses data visualization tools such as Tableau and other methods to present data in approachable formats. Our visually-engaging executive summaries contain concise and graphically-styled highlights from our research and findings to enhance communication of relevant issues within the community.
- Spanish Language Capability:** Associate Planner Heaven Silva is a native Spanish-speaker and can engage fluently with Spanish-speaking residents. Using our own staff and the services of professional translators and interpreters, our team is able to provide high-quality translation of surveys, advertisements, public notices, and other materials as well as in-person and remote interpretation in meetings and focus groups.
- Innovative Toolbox for Community Outreach:** Mosaic's unique IMPACT Model for Stakeholder Engagement reflects our thoughtful, intentional approach to public engagement and provides a framework supporting a variety of outreach techniques, from focused on-site efforts to gather input from specific and often hard-to-reach groups to various remote outreach techniques. Mosaic's expertise with a wide variety of engagement tactics will ensure flexibility in designing an effective public engagement strategy that brings to the table residents diverse in income, race, ethnicity, language, age, gender, ability, and perspective.

PROJECT EXPERIENCE

Mosaic's principals and planners have completed numerous Consolidated Plans, Annual Action Plans, fair housing analyses, and several other HUD-related planning documents, such as Community Participation Plans, CAPERs, Language Access Plans, and Environmental Reviews for client jurisdictions across the United States. Our staff's experience also includes housing action plans, housing and commercial market analyses, neighborhood plans, and disparate impact analyses related to the development of rental housing. Our clients have included single municipalities and counties, consolidated governments, and multi-jurisdictional bodies spanning multiple counties and states. We have developed plans for rural communities as small as 2,000 residents to more populous jurisdictions such as the City of Los Angeles, CA (3.8 million residents).

A list of recent clients for whom Mosaic Community Planning staff have prepared Consolidated Plans and other work similar to that requested by the City is provided here.

PROJECT TYPE	CLIENT LIST
Consolidated Plans and Annual Action Plans	• City of Woodland, CA (expected completion 2025) • City of Hampton, VA (expected completion 2025) • City of Huntsville, AL (expected completion 2025) • San Bernardino County, CA (2015, 2020, and 2025) (with Citizen Participation Plan and Language Access Plan) • City of Fresno, CA (2020 and 2025) • City of Chino Hills, CA (2020 and 2025) • City of Dothan, AL (2020 and 2025) • City of Gastonia, NC (2020 and 2025) • Mobile County, AL (2020 and 2025) • Waukesha County, WI (2015, 2020, and 2025) • City of Waco, TX (2024) • Cities of Waterloo and Cedar Falls, IA (2024) • Cherokee County, GA (2024) • City of Gainesville, GA (2019 and 2024) • City of Lewiston, ID (2018 and 2023) • City of Greenville, NC (2023) • Orange County, FL (2022) • Wyandotte County and Kansas City, KS (2022) • Bexar County, TX (2021) • City of Columbus, GA (2021) • City of Twin Falls, ID (2021) • City of Commerce City, CO (2016 and 2021) (with Citizen Participation Plan) • City of Albany, GA (2016 and 2021) (with NRSA plans) • City of Atlanta, GA (2020) • Fulton County, GA (2020)
Assessments of Fair Housing	• City of Los Angeles, CA (2024) • City of Greenville, NC (2023) • Jacksonville (FL) Housing Authority (2022) • Cherokee County, GA (2018) • City of Rome, GA (2018) • City of Winston-Salem and Forsyth County, NC and the Housing Authority of Winston-Salem, NC (2017)

PROJECT TYPE	CLIENT LIST
Analyses of Impediments to Fair Housing Choice	• Harris County, TX (2024) • City of El Centro, CA (2024) • Clayton County, GA (2023) • City of Lewiston, ID (2018 and 2023) • Orange County, FL (2023) • Wyandotte County and Kansas City, KS (2022) • Bexar County, TX (2021) • City of Columbus, GA (2021) • City of Twin Falls, ID (2021) • Mobile County, AL (2020) • San Bernardino County, CA (2020) • City of Chino Hills, CA (2020) • City of Fresno, CA (2020) • DeKalb County, GA (2019) • City of La Crosse, WI with La Crosse County and Monroe County (2019) • City of Hoboken, NJ (2019) • City of Hot Springs, AR (2019) • City of Gastonia, NC (2019) • City of Columbus and Franklin County, OH (2019) • City and County of Spartanburg, SC (2019) • City of Edmond, OK (2016) • City of Dothan, AL (2016)
Regional AIs/Fair Housing and Equity Assessments	• Hamilton County and the City of Cincinnati, OH (expected completion 2025) • Quad Cities Region: Davenport, IA; Moline and Rock Island, IL (2019 and 2024) • Cities of Waterloo and Cedar Falls, IA (2024) • St. Louis HOME Consortium: St. Louis, St. Charles, and Jefferson Counties (2021) • City of Atlanta, and Fulton and DeKalb counties (2020) • Twin Cities, MN Region (2017)
Housing Action Plans, Market Analyses, or Needs Assessments	• Carroll County, MD (2024) • City of East Point, GA (2024) • City of Bainbridge, GA (2022) • City of Westerville, OH (2022) • City of Camas, WA (2021) • City of Tigard, OR (2021) • Central Oregon Region (2019)
Community Planning for Low Income Housing Tax Credit (LIHTC) Development	• Prestwick Companies (2020, 2021, and 2025) • IDP Properties (2025) • Lowcountry Housing Communities (2024 and 2025) • OneStreet Residential (2020, 2021, and 2023) • Pennrose (2018 and 2022) • Walton Communities (2017 and 2022) • MVAH Partners (2017 and 2020) • The Woda Group, Inc. (2019) • Tapestry Development Group (2018) • DeKalb County, GA Housing Authority & Housing Development Corporation (2017)

PROJECT PROFILE

Five-Year Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice

CLIENT: City of Lewiston, Idaho

Mosaic partnered with the City of Lewiston, ID on its 2018-2022 Consolidated Plan and again on its 2023-2027 Consolidated Plan and Analysis of Impediments to Fair Housing Choice.

For both planning efforts, our team designed in-depth community engagement processes, providing a foundation for development of the Consolidated Plan's five-year goals and priorities, the Annual Action Plan's projects, and goals and strategies in the Analysis of Impediments. Both community engagement processes included a series of community workshops to support interactive discussions on housing, community development, fair housing, and access to opportunity in Lewiston. Focus groups and in-depth individual interviews provided opportunities for engagement with a wide variety of stakeholders, representing a range of viewpoints. Mosaic's team coordinated with local community partners to create these opportunities, which included a series of interviews with people experiencing homelessness at a day shelter, a focus group with people with disabilities and their caregivers at a workforce training facility, and a focus group with participants in the local YWCA's programs for survivors of domestic violence. These interactions ensured the participation of critical groups of residents in the plans' development. A project website provided an overview of the Analysis of Impediments to Fair Housing Choice and Consolidated Plan, as well as information about community workshops, a link to the housing and community needs survey, and related resources.

Responding to results of these broad community engagement efforts, the City has funded a range of CDBG projects, including a home repair program, home safety modifications, a tool lending library, homelessness services, and public facilities and infrastructure, among other projects.



COMMUNITY SIZE

Population 34,800

PROJECT TIMELINE

August 2022 - July 2023

PROJECT TEAM MEMBERS

Jeremy Gray
Melissa Mailloux
Jessica Fisch
Kelley Gray

PUBLIC ENGAGEMENT

4 focus groups with 29 total participants
55 survey responses
19 stakeholder interviews

REFERENCE

Dawn Ortiz
Community Development Supervisor
City of Lewiston
Phone: 208-746-1318, ext. 7265
dortiz@cityoflewiston.org

WE NEED YOUR HELP!

The City of Lewiston is currently developing its five-year Consolidated Plan to guide investments in community and economic development, affordable housing, and homelessness assistance programs across the city.

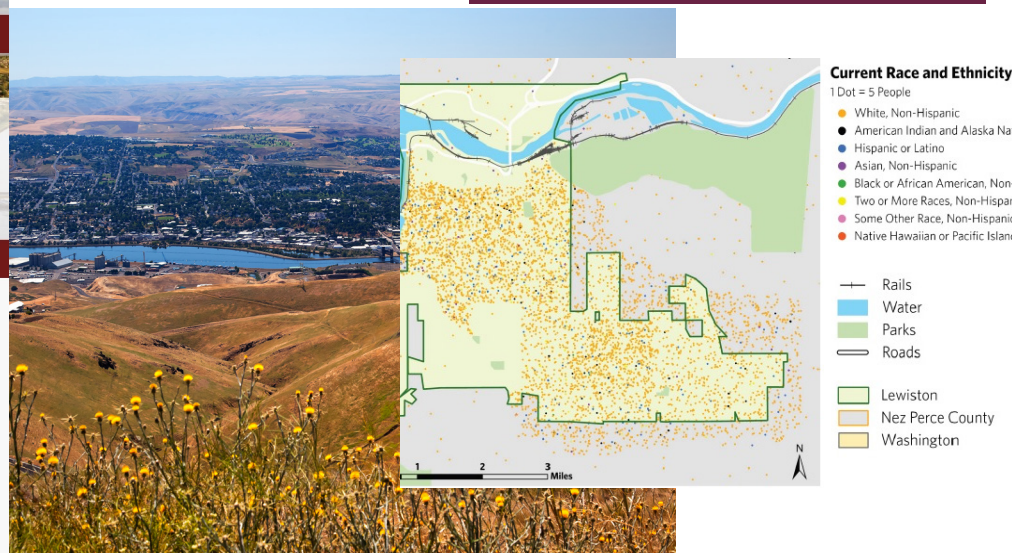
The City is also working on an Analysis of Impediments to Fair Housing Choice, which will look at whether everyone has similar choices for housing regardless of their race, ethnicity, national origin, sex (including sexual orientation and gender identity), religion, disability, or whether they have children.

VISIT LEWISTONIDCONPLAN.COM OR SCAN THE QR CODE BELOW.

Take the Survey
Your survey responses will help identify the most important needs within Lewiston and prioritize them for funding.

Attend a Meeting
Share your thoughts on Lewiston's most pressing needs and join us during our in-person or virtual meetings.

Contact Us
If you would like to share ideas or comments not covered in the survey, contact us here.



PROJECT PROFILE

2020-2024 Consolidated Plan, 2020 Annual Action Plan, and Analysis of Impediments to Fair Housing Choice

For the City of Chino Hills, California

The city of Chino Hills, located in San Bernardino County, CA, is an urban area of nearly 80,000 residents. Mosaic worked with the City's Community Services Department to prepare its Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice.

To engage with residents and stakeholders, our team held a community-wide needs assessment workshop, conducted 10 stakeholder interviews, and developed a community-wide survey in which more than 418 residents and stakeholders participated. Stakeholders interviewed for the plans included representatives from city departments, the Inland Fair Housing and Mediation Board, housing and homelessness organizations, and the Housing Authority of San Bernardino County, among others. To further engage with city residents, the Mosaic team handed out shorter versions of the full community survey and talked with residents about the plans at a movie night held at the City's community center. In total, more than 400 residents and stakeholders provided input for the Plans.

Based on public input, the housing need assessment, and the market analysis, Mosaic and City staff identified five priorities for the city over the next five years: housing affordability; public facilities, facility improvements, and public infrastructure; public services; fair housing; and program administration. Mosaic worked with Chino Hills staff members to identify projects to address these priorities, including literacy services, domestic violence services, landlord-tenant mediation services, support for a local food bank, infrastructure projects, home improvement grants, and program administration.

Based on community input and data analysis, the city's Analysis of Impediments to Fair Housing Choice identified multiple barriers to fair housing and access to opportunity in the city, including affordable housing needs, community policies and opposition to affordable housing, a continued need for neighborhood infrastructure and public improvements, and a continued need for fair housing education. The study provided several recommendations to address the specific barriers to housing choice facing Chino Hills.

LINKS TO REPORTS: <https://www.chinohills.org/DocumentCenter/View/22619/2020-2025-Consolidated-Plan>
<https://www.chinohills.org/DocumentCenter/View/22618/Analysis-of-Impediments>



Help make Chino Hills even more **INCREDIBLE!**

Return your survey to our table for a free bag of popcorn!

1. Please rank the following public facility/infrastructure needs in Chino Hills on a scale ranging from a low need to a high need.

	Low Need	Moderate Need	High Need
ADA accessibility improvements	☐	☐	☐
Bike or walking trails	☐	☐	☐
Child care centers	☐	☐	☐
Community centers (e.g., youth centers, senior centers, cultural centers)	☐	☐	☐
Community parks, gyms, and recreational fields	☐	☐	☐
Health care facilities	☐	☐	☐
Public safety offices (fire station, emergency management)	☐	☐	☐
Street, road, or sidewalk improvements	☐	☐	☐

Please use the space below to share any other thoughts about public facility or infrastructure needs in Chino Hills.



COMMUNITY SIZE

Population: 77,212

PROJECT TIMELINE

July 2019 - present

PROJECT TEAM MEMBERS

Jeremy Gray
 Jessica Fisch
 Melissa Mailloux
 Heaven Silva

PUBLIC ENGAGEMENT

418 stakeholders engaged
 Community surveys, focus groups,
 needs assessment workshop,
 interviews, movie night outreach

REFERENCE

Sarah Snyder
 Management Analyst II
 City of Chino Hills
 14000 City Center Dr.
 Chino Hills, CA 91709
 909-364-2717
 ssnyder@chinohills.org

COMMUNITY WORKSHOP

The City of Chino Hills is working to identify community priorities, affordable housing needs, and fair housing issues for its 5-Year Consolidated Plan and Fair Housing Study.

What type of housing is available in Chino Hills? Is it affordable?

What improvements would you like to see in the next five years?

Come share your thoughts and make Chino Hills an even better place for you and your family!



Refreshments will be provided and children are welcome.

Learn more about the plans and how you can get involved by visiting the website:

www.chinohills.org/CDBG

You may also contribute to the process by taking the survey on the website.

WORKSHOP

Thursday, July 18
 2:00 p.m.
 Chino Hills
 Community Center
 14250 Peyton Dr.
 Chino Hills, CA
 91709

For more information about the project, please contact Jessica Fisch, Mosaic Community Planning at jessica@mosaiccommunityplanning.com, or Alma Hernandez, City of Chino Hills at almahernandez@chinohills.org. In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the Community Services Office, (909) 364-2710, at least 48 hours prior to the start of the meeting to enable the City to make reasonable arrangements. Translation services, including those for the hearing impaired, will be provided upon request.



PROJECT PROFILE

2016-2020 and 2021-2025 Consolidated Plans; 2016 and 2021 Annual Action Plans

For the City of Commerce City, Colorado

Starting up a new CDBG program from scratch can be a challenge, but Mosaic's deep experience – both in community planning and grant administration, made the process easy for Commerce City. As a new grantee in 2016, Commerce City needed a Consolidated Plan, Annual Action Plan, and Citizen Participation Plan in place before beginning to receive grant funds. Mosaic guided the City through these processes, leaving Commerce City with a scalable plan that called for steadily expanding goals and projects over a five-year period, and giving the City time to acclimate to the program and hire staff.

Our team interviewed representatives from 29 local and regional organizations, including City and County housing authorities, the mayor and other elected officials, affordable housing providers, and several non-profit and community agencies. Given the city's significant Latino population, we held one community meeting with Spanish interpretation at a local church with a large Latino congregation. In total, nearly 300 residents provided input for the plans.

Mosaic partnered with Commerce City again in 2021 in developing its second five-year Consolidated Plan and 2021 Annual Action Plan. To inform the plans' goals and priorities and provide opportunities for virtual engagement during COVID-19, our team engaged residents and stakeholders through two virtual community input sessions; 25 focus groups and small group interviews with residents and stakeholders working in housing, community and economic development, and homelessness; and a project website that included tools through which residents and stakeholders could share stories, brainstorm ideas, show where opportunities exist on an interactive map of the city, and respond to a community-wide survey.

Responding to results of these broad community engagement efforts, the City has funded a range of CDBG projects including sidewalk repair and ADA improvements, services for victims of domestic violence, homelessness services, job training, economic development through a revolving loan fund and business incubator, public service grants, a minor home repair program, demolition of blighted properties, and fair housing education.

LINK TO PLAN: www.c3gov.com/home/showdocument?id=1822



COMMUNITY SIZE

Population: 68,245

PROJECT TIMELINE

November 2020 - October 2021

PROJECT TEAM MEMBERS

Jeremy Gray
Melissa Mailloux
Jessica Fisch

PUBLIC ENGAGEMENT

297 stakeholders engaged

Multi-language outreach

Focus groups, community workshops, interviews, public survey, and interactive project website

POINT OF CONTACT

Cheryl Steinberg, CDBG Coordinator
City of Commerce City
7887 E. 60th Avenue
Commerce City, CO 80022
501-276-7934
csteinberg@c3gov.com

YOU'RE INVITED PLEASE JOIN US!

Commerce City expects to receive \$21 million in federal funding for community improvements over the next 5 years. We need your ideas for projects that will benefit the city, increase affordable housing supply, assist homelessness, and development.



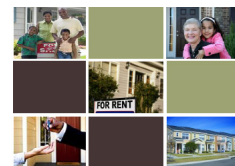
VIRTUAL FOCUS GROUP

Thursday, April 1
6:00 - 7:00 PM

[Click to Join](#)

Or Dial In: (312) 626-6799
Meeting ID: 831 9760 3119

As a thank you, participants will each receive a \$25 gift card!



Encuesta de las necesidades de vivienda y el desarrollo de la comunidad

La ciudad de Commerce City está trabajando para identificar las prioridades en el desarrollo de la comunidad, las necesidades de vivienda asequible para incorporar a los siguientes planes de la ciudad:

el Plan Quinquenal Consolidado y el Plan Anual de Acción

Por favor, comparta su aporte, el cual informará y ayudará a determinar el desarrollo comunitario en Commerce City durante años venideros.

Como ciudadano activo, ¡su aporte es necesario!

Tome la encuesta en línea

En español:
https://es.surveymonkey.com/r/Commerce_City_Espanol

En inglés:
https://www.surveymonkey.com/r/Commerce_City

Si usted preferiría llenar una encuesta en papel o desea solicitar varias copias para distribuir a otros, por favor contactarnos usando los datos al final.

Fecha límite para responder la encuesta:
10 de junio de 2016

city government's priorities and housing plan is required by the U.S. Department of Housing and Urban Development (HUD) as part of the city's application for federal housing community's opinions and perceptions on, and responses to, the city's information to local policymakers, residents, and affordable housing

visit website to learn more:

informC3.com



Take the Survey

Housing, community and economic development, homelessness - Share your thoughts on what the city should prioritize over the next 5 years.

[Take the Survey!](#)



Para más información, para solicitar información en idiomas además del inglés o para solicitar asistencia para una persona con discapacidad, contacte a: Steve Torres, Gerente de Participación, 303-280-3483, sttorres@c3gov.com o a Jeremy Gray, Mosaic Community Planning, 404-831-1285, jeremy@mosaiccommunityplanning.com



PROJECT PROFILE

2021-2025 Consolidated Plan, Annual Action Plans for Program Years 2021 and 2022, CAPERs for Program Years 2019, 2020 and 2021, Analysis of Impediments to Fair Housing Choice

CLIENT: Bexar County, Texas

Beginning in fall 2020, Mosaic assisted Bexar County to prepare its 2021-2025 Five-Year Consolidated Plan, 2021 Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice. With twelve participating jurisdictions, hearing from community members throughout the area was important to the County, and made particularly challenging by restrictions on in-person meetings due to the Coronavirus pandemic.

To meet this challenge, Mosaic held virtual community forums in each of the County's four precincts and invited County Commissioners to attend and encourage their constituents to join. Over 120 members of the public participated in one or more of the virtual meetings, discussing housing and community development topics in small group breakout rooms. Each meeting had English and Spanish language channels with simultaneous interpretation between the two provided by County staff. We also held virtual focus groups touching on affordable housing, homelessness, public services needs, and fair housing and equity, with about 100 stakeholders joining one or more group.

Out of this engagement effort grew a set of plans that responded to diverse needs among the County's participating jurisdictions, including assistance for new and existing homeowners, rental housing rehabilitation, homelessness prevention, and targeted public facility and infrastructure improvements.

Mosaic has continued to assist Bexar County with plans for its HUD grant programs, including preparation of its 2022 Annual Action Plan and 2019, 2020 and 2021 CAPERs. Each CAPER goes beyond HUD's template to provide an engaging profile of the housing and community development projects the County completed.

LINK TO REPORTS: <https://www.bexar.org/2746/Reports>



COMMUNITY SIZE

Population: 411,620

PROJECT TIMELINE

August 2020 - present

TEAM MEMBERS

Jeremy Gray
Melissa Mailloux
Jessica Fisch

PUBLIC ENGAGEMENT

Stakeholder forums with 111 participants from 50 organizations

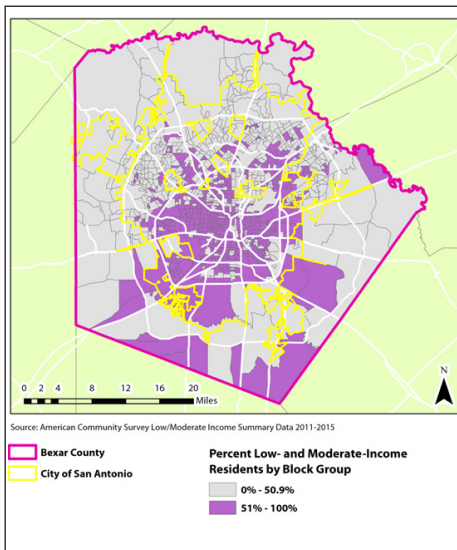
Virtual public meetings with more than 120 participants

Bilingual survey with 53 participants

Spanish language outreach

POINT OF CONTACT

Robert H. Reyna, MBA
Community Development Director
Bexar County Economic & Community Development
Phone: 210-335-1098
rhreyna@bexar.org



LET'S TALK
About Using HUD Grants in Bexar County!

What community improvements would you like to see?
What type of housing is available in Bexar County? Is it affordable?
Does your neighborhood have access to good schools, jobs, and other resources?

JOIN A VIRTUAL CONVERSATION
Tuesday, February 2 6:30 PM - Precinct 1
Thursday, February 4 6:30 PM - Precinct 2
Tuesday, February 9 6:30 PM - Precinct 3
Thursday, February 11 6:30 PM - Precinct 4

Join online:
<https://bit.ly/bexar-hud-grants>

Or by phone:
Call-in Number: 360-546-7769
Meeting ID: 837 8732 3309

Spanish interpretation will be available at all meetings.

Learn more and take the survey at:
www.BexarCountyHUDPlan.com

Bexar County is developing its 5-Year Consolidated Plan to assess the County's community development, affordable housing and human needs for 2021 through 2025. The Plan will guide how the County spends grant funds received from HUD. A second study, the Analysis of Impediments to Fair Housing Choice, is also being conducted to examine barriers to fair housing and access to opportunity across the County. For more information about the project, please contact Teresa Serrano, Bexar County Community Development Coordinator at teresa.serrano@bexar.org or 210-455-8555, or Mosaic Community Planning at info@mosaiccommunityplanning.com or 470-455-8005.



PROJECT PROFILE

2023-2027 Consolidated Plan, 2023 Annual Action Plan, Assessment of Fair Housing, and NRSA Update

For the City of Greenville, NC

The City of Greenville, NC, was interested in providing a wide range of community engagement opportunities for residents in order to receive meaningful community input on opportunities, goals, and strategies, as well as feedback on the City's existing strategies and programs. To achieve these goals, Mosaic designed an in-depth community engagement process, providing a foundation for development of the Consolidated Plan's five-year goals and priorities, the Annual Action Plan's projects, and goals and strategies in the Assessment of Fair Housing and NRSA.

Our team hosted a series of virtual and in-person community workshops to support interactive discussions on housing, community development, fair housing, and access to opportunity in Greenville. Focus groups and in-depth individual interviews provided opportunities for engagement with a wide variety of stakeholders, representing a range of viewpoints. Focus groups were held with staff and clients of Citizens Advocating for Racial Equity and Equality (CAREE), a Greenville non-profit that works with residents on health equity, economic development, and financial literacy, and with staff and clients of Bring America Home Now, a local and national grassroots movement to end homelessness. A community-wide survey engaged residents and stakeholders in housing and community development issues. The project website provided an overview of the Assessment of Fair Housing and Consolidated Plan, as well as information about community workshops, a link to the housing and community needs survey, and related resources.

Greenville's Consolidated Plan and Annual Action plan detailed priorities, goals, and projects based on the community's input. The Assessment of Fair Housing included extensive mapping and data analysis regarding segregation and integration, concentration of poverty, access to opportunity, and housing needs. Our team identified six impediments to fair housing choice in the city and developed detailed strategies to address them. The West Greenville NRSA Update identified housing, infrastructure, and economic development goals specific to the West Greenville neighborhood.

Prior to approval of the plans by the City Council and submission to HUD, Mosaic worked with the City to hold a 30-day comment period and facilitated a public hearing to receive input from residents and stakeholders on the draft plans.



COMMUNITY SIZE

Population: 87,815

PROJECT TIMELINE

July 2022 - July 2023

PROJECT TEAM MEMBERS

Jeremy Gray
Jessica Fisch
Jessica Gay
Madison Hughes
Heaven Silva

PUBLIC ENGAGEMENT

33 participants in 4 virtual and in-person community workshops

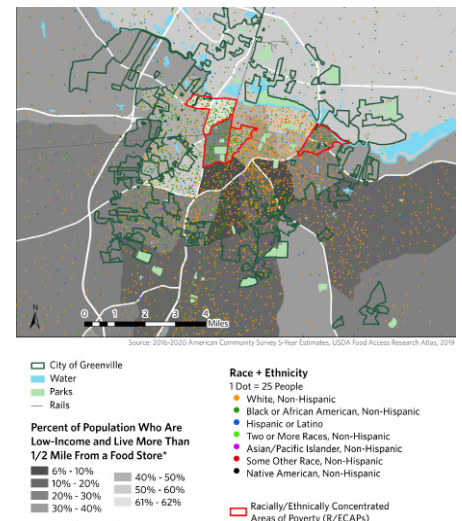
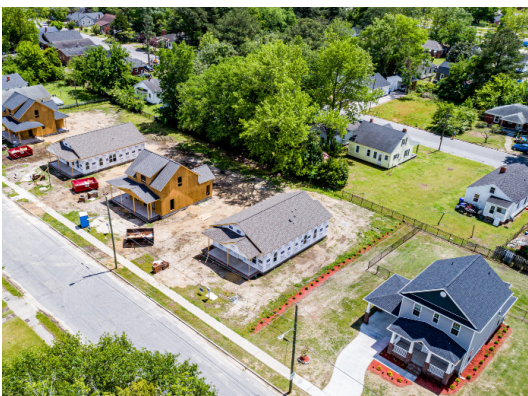
Resident focus groups with two local nonprofits

10 stakeholder interviews

Project website and community survey

POINT OF CONTACT

Lori Guttman, Planner II
Housing Division
City of Greenville, NC
200 West Fifth Street
Greenville, NC 27858
lguttman@greenvillenc.gov



2. QUALIFICATIONS OF THE PROJECT TEAM

Mosaic’s approach to developing the City’s Five-Year Consolidated Plan and Annual Action Plan emphasizes robust collaboration and communication among all project partners, both within our own team and between Mosaic and City staff. The chart below outlines communication and reporting relationships for the staff we will assign to this project. All six proposed team members are full-time employees of Mosaic and we do not anticipate the use of consultants or subcontractors to perform the requested services. Mosaic is committed to providing each of the below-named team members and will make no substitutions without the City’s consent.

Mosaic’s team includes company principals Melissa Mailloux and Jeremy Gray; senior planner Jessica Fisch; and associate planners Heaven Silva, Jessica Gay, and Madison Hughes. Project manager Melissa Mailloux will provide oversight, administration, and day-to-day direction of the required work. Melissa has served as project manager on a variety of community development and housing studies, all successfully delivered on-time to meet client and HUD deadlines. Our team has successfully worked together to provide clients a variety of HUD-related services, including Consolidated Plans, Annual Action Plans, Citizen Participation Plans, CAPERs, HOME-ARP Allocation Plans, Environmental Review Records, and Language Access Plans, as well as providing technical assistance regarding program administration and IDIS use.

Mosaic’s staff has diverse, multidisciplinary backgrounds. With degrees in city planning, geography, history, journalism, environmental policy, and public administration, our team has over 70 years of combined experience in the fields of city planning and community development. In addition to experience with HUD formula grant programs, Mosaic’s team has deep knowledge of community planning principles, including inclusive approaches to public engagement. Our core planning staff are all AICP-certified, and all of our planners and principals hold graduate degrees in planning and public administration fields.



TEAM MEMBER ROLES AND EXPERIENCE

The chart below lists all proposed project staff, along with expected roles, and a summary of relevant experience. Complete resumes for proposed team members, including qualifications, education, and training, are provided in the pages immediately following.

TEAM MEMBER	ROLE	EXPERIENCE
Melissa Mailloux Mosaic Principal and Project Manager	- Project management - Quality control - Citizen Participation Plan - Community meeting and focus group facilitation - Presentations to the public and elected officials - Goals and priority needs	18 years of community development and affordable housing planning experience - Project manager or team member for 30+ HUD-related studies and 25+ residential market analyses - Data and GIS analyst with experience with Census, CHAS, HMDA, and similar data sets
Jeremy Gray Mosaic Principal	- Community meeting and focus group facilitation - Influence of market conditions - Homeownership and lending - Strategic and action plan - Program-specific requirements	20 years of community development and affordable housing planning experience - Project manager for 30+ successful HUD-related studies - Former deputy director for a large urban county community development office - Community leadership positions for affordable housing organizations
Jessica Fisch, PhD Senior Planner	- Community meeting and focus group facilitation - Broadband needs - Hazard mitigation - HOPWA needs and strategy - Non-housing needs and strategy - GIS mapping	- Project manager or team member for 15 housing and community development plans 10 years of community research and planning experience, encompassing innovative GIS mapping and data presentation skills - Management background with Main Street and Habitat for Humanity organizations
Jessica Gay Associate Planner	- Community survey - Homeless needs and strategy - Anti-poverty strategy - Institutional delivery structure - Monitoring - GIS mapping	- CDBG program experience with Texas General Land Office's housing rehabilitation and home repair programs - Urban planning and research background with University of Texas at Austin 2 years of community development and affordable housing planning experience
Madison Hughes Associate Planner and Graphic Designer	- Website / publicity material - Executive summary - Housing needs assessment - PHA needs and strategy - Graphic design / report format	2 years of urban planning and research background in housing and community development plans, corridor plans, and project stakeholder outreach 8 years graphic design experience, including 5 years as lead graphic designer
Heaven Silva Associate Planner	- Community meeting and focus group assistance - Summary of community participation results - Housing market analysis - Affordable housing - Expected resources / leveraging	- Urban planning and research background with University of Illinois Chicago Voorhees Center for Neighborhood and Community Improvement - Zoning and development liaison for a local elected official's constituent services office - Fluent in Spanish - Community engagement in racially and ethnically diverse communities



MELISSA MAILLOUX, AICP

Principal

(770) 366-7893

melissa@mosaiccommunityplanning.com

EDUCATION

Master of City & Regional Planning
Georgia Institute of Technology,
Atlanta, Georgia, 2006

Bachelor of Science in Mathematics
Berry College, Rome, Georgia, 2003

AFFILIATIONS

American Planning Association

Georgia Planning Association

PRESENTATIONS

Savannah's Assessment of Fair Housing: A Case Study in a New National Framework for Equity Planning, Savannah State University Urban Planning Conference

Speculation on Middle Housing in Oregon and Washington, Panelist, Oregon/Washington 2020 Virtual Joint Planning Conference

SAMPLE PROJECT EXPERIENCE

Bexar County, TX Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing Choice

City of Los Angeles, CA, Assessment of Fair Housing

City of Twin Falls, ID, Consolidated Plan, Annual Action Plan, and Analysis of Impediments

City of Gastonia, NC, Consolidated Plan, Annual Action Plan, and Analysis of Impediments

City of Fresno, CA, Consolidated Plan, Annual Action Plan, Analysis of Impediments

Melissa has extensive experience in housing and community development research and analysis. She has prepared community development plans, economic revitalization strategies, housing studies, and market analyses for over 50 neighborhoods, municipalities, counties, and targeted sites for public and private sector clients throughout the country. Specific assignments have included commercial and residential market analyses, business development strategies, Analyses of Impediments to Fair Housing Choice, Housing Needs Assessments, Consolidated Plans, and contributions to master plans, comprehensive development plans, and corridor studies. Her background also includes stakeholder outreach, such as community workshops, focus groups and surveys.

Principal, Mosaic Community Planning, Atlanta, GA, 2015-Present

- Lead and serve on project teams for community development consulting engagements, including fair housing studies, affordable housing need studies, comprehensive plans, and other community development studies.

Senior Research Consultant, WFN Consulting, Marietta, GA, 2014-15

- Provided consultation services to assist public sector clients identify housing, community development, economic development, and fair housing needs through comprehensive plans, analyses of impediments to fair housing, fair housing equity assessments, consolidated plans, and market analyses.
- Analyzed demographic patterns to determine levels of segregation, areas of concentrated poverty, and access to opportunity factors by race/ethnicity.
- Examined mortgage lending patterns to identify access to home loans.
- Assessed schools, transit, transportation, and other public facilities for any fair housing and community development implications.
- Mapped community assets, demographic and economic data, assisted/ subsidized housing locations, and other data.
- Facilitated community workshops, public meetings, focus groups, interviews, and other public outreach efforts.

Senior Associate, Marketek, Inc., Atlanta, Georgia, 2005-2014

- Prepared market analyses, master plans, comprehensive plans, corridor studies, and downtown revitalization strategies for over 35 public and private sector clients throughout the U.S.
- Assessed fair housing, housing needs, and disparate impacts through analyses of Census, American Community Survey, and other data.
- Conducted community outreach via public workshops, project steering committee meetings, focus groups, interviews, and surveys.
- Presented findings and recommendations to clients, policymakers, and other community stakeholders in written, graphic and oral formats.



JEREMY D. GRAY, AICP

Principal

(404) 831-1395

jeremy@mosaiccommunityplanning.com

EDUCATION

Master of Public Administration
Georgia College & State University
Milledgeville, Georgia, 2008

Bachelor of Arts in Environmental
Policy
Oglethorpe University
Atlanta, Georgia, 2003

CERTIFICATIONS

American Institute of Certified
Planners (AICP)

Charrette System Certification,
National Charrette Institute

PRESENTATIONS

Panelist: Equity and Social
Justice Roundtable, Savannah
State University Urban Planning
Conference

SELECTED PROJECT MANAGEMENT EXPERIENCE

City of Woodland, CA, Consolidated
Plan, Annual Action Plan, Analysis of
Impediments

Orange County, FL, Consolidated
Plan, Annual Action Plan, Analysis of
Impediments

San Bernardino County, CA,
Consolidated Plan, Annual Action
Plan, Analysis of Impediments

Commerce City, CO, Consolidated
Plan and Annual Action Plan

City of Fresno, CA, Consolidated
Plan, Annual Action Plan, Analysis of
Impediments

Jeremy's background includes leadership in urban neighborhood revitalization efforts, management of regional and multi-state issue-based planning documents, and development of comprehensive plans. Other experience includes mayoral appointments to homelessness and housing policy-making bodies, a position as deputy director of the community development grant programs for a large urban county, and executive management of community research and planning engagements for a nationwide client base.

Principal, Mosaic Community Planning, Atlanta, GA, 2015-Present

- Lead project teams for community development consulting engagements, including fair housing studies, affordable housing need studies, comprehensive plans, and other community development studies.

VP – Consulting & Research, WFN Consulting, Marietta, GA, 2013-2015

- Managed project teams for community development consulting engagements, including community development and affordable housing plans, market studies, fair housing and equity analyses, and program evaluations.

Deputy Director, WFN Consulting, 2009-2013

- Assisted with development and implementation of strategic vision and work program for an office of 11 staff, managing an annual budget exceeding \$10 million in CDBG, HOME, ESG, NSP, CSBG, JAG, and EFSP funds.

Director of Community Development, Centenary Church, Macon, GA, 2005-2008

- Planned and implemented a mixed-income neighborhood revitalization project using HOME, CDBG, and HOPE VI funds through regular collaboration with the City of Macon and other public, private, and non-profit community partners.

Community Organizer, Charis Community Housing, Atlanta, GA, 2002-2003

- Organized dissemination of information on homestead exemptions to senior citizens, protecting them from the negative effects of gentrification.

Community Leadership Roles

- Chairman, Emergency Food and Shelter Program Local Board, Cobb County, GA, 2012-2013
- Commissioner, College Hill Corridor Commission, Macon, GA, 2007-2008
- Advisory Team, Mayor's Housing First Task Force, Macon, GA, 2006



JESSICA FISCH, PHD, AICP

Senior Planner

470-435-6020 x108

jessica_f@mosaiccommunityplanning.com

EDUCATION

PhD in City & Regional Planning
Georgia Institute of Technology,
Atlanta, GA, 2019

Master of Urban & Regional Planning
University of New Orleans, New
Orleans, LA, 2014

Bachelor of Arts in Geography,
Bachelor of Science in Journalism
University of Florida, Gainesville, FL,
2008

CERTIFICATIONS

American Institute of Certified
Planners (AICP)

AFFILIATIONS

American Planning Association

American Association of
Geographers

PRESENTATIONS

Does Green Infrastructure Promote
Equitable Development? The
Mediating Role of Social Capital in
Assessing Impacts. Association of
Collegiate Schools of Planning.

SAMPLE PROJECT MANAGEMENT EXPERIENCE

Kansas City and Wyandotte County,
KS, Consolidated Plan, Annual Action
Plan, Analysis of Impediments

Greenville, NC, Consolidated Plan,
Annual Action Plan, Assessment of
Fair Housing

Chino Hills, CA, Consolidated Plan,
Annual Action Plan, Analysis of
Impediments

Jessica Fisch is an urban planner with a background in collaborative planning, land use and environmental planning, and community development. Her work has included community engagement processes, geospatial analysis and visualization, research design and qualitative and quantitative analysis, and program/project management and development. Prior to her work with Mosaic, Jessica worked in planning and neighborhood revitalization in New Orleans and Atlanta, and conducted research at the intersection of green infrastructure and equitable development. Jessica holds a PhD in City and Regional Planning from Georgia Tech, a Master's in Urban and Regional Planning from the University of New Orleans, and bachelor's degrees in geography and journalism from the University of Florida.

Senior Planner, Mosaic Community Planning, Atlanta, GA, 2019-Present

- Serve on project teams for housing and community development consulting engagements, including fair housing studies, housing action plans, housing need studies, and other housing and community development studies

Lab Instructor, Georgia Tech School of City and Regional Planning, Atlanta, Georgia, 2017-2019

- Instructed students in R software, SPSS, Excel, and Microsoft Access for use in quantitative and analytic methods, including descriptive statistics and plots, multivariate regression and diagnostics, and difference in means tests in weekly lab sessions

Urban Planning Consultant, Reuter Strategy, 2018

- For the Ball Ground, GA, Livable Centers Initiative Study, used GIS and Adobe InDesign to develop maps to display zoning, community resources, historic district, proposed urban design transects, and recommended transportation improvements

Urban Planning Consultant, Thadani Architects + Urbanists, 2016

- Planned and implemented community workshop events for the development of Westside Atlanta neighborhoods' Land Use Action Plan
- Used ArcGIS to analyze neighborhood-level data for use in community workshops

Research Intern, Research and Analytics Department, Atlanta Regional Commission, 2015

- Used Tableau program to visualize data about housing, employment, education, and health trends in the Atlanta Metro
- Created presentations and infographics displaying economic, health, and education data for web communication



JESSICA GAY, AICP

Associate Planner

470-435-6022

jessica_g@mosaiccommunityplanning.com

EDUCATION

Master in Community & Regional Planning
The University of Texas at Austin
Austin, TX, 2022

Bachelor of Arts in Biology,
Bachelor of Arts in Environmental Studies
Wesleyan University
Middletown, CT, 2020

SAMPLE RESEARCH WORK

Houston, TX, Evaluation of Houston's Complete Communities Initiative

Austin, TX, Airbnb Analysis

The University of Texas at Austin, TX, *Identifying Challenges in Using Community Land Trusts to Provide Long-Term Affordable Housing in Austin, TX*. Master's Professional Report

SAMPLE PROJECT EXPERIENCE

Marin County, CA Consolidated Plan and Annual Action Plan

Orange County, FL Consolidated Plan, Analysis of Impediments to Fair Housing Choice, and HOME-ARP Allocation Plan

City of Los Angeles, CA, Assessment of Fair Housing

City of Greenville, NC, Consolidated Plan, Annual Action Plan, and Assessment of Fair Housing

Associate Planner, Mosaic Community Planning, Atlanta, GA, June 2022-Present

- Serve on project teams for community development consulting engagements, including fair housing studies, affordable housing need studies, comprehensive plans, and other community development studies.

State-Run Housing Team Intern, Texas General Land Office, Austin, TX, 2021-2022

- Reviewed and approved applications for the State of Texas' Homeowner Assistance (HAP) and Homeowner Reimbursement (HARP) Programs funded by federal Community Development Block Grants Disaster Recovery (CDBG-DR). Identified overlap between participants in the GLO's Direct Assistance for Limited Home Repair (DALHR) program and HAP program.

Graduate Research Assistant, The University of Texas at Austin, Austin, TX, 2021

- Edited and designed a report analyzing Houston's Complete Communities Initiative using GIS flooding and street data from the City of Houston's Public Works department.

Communications and External Relations Associate, UT Energy Institute, Austin, TX, 2020-2021

- Designed promotional materials for events and reports for research publications. Drafted social media content and emails using MailChimp and TweetDeck. Planned and managed the UT Energy Week 2021 event.

Lab Manager, Wesleyan University, Middletown, CT, 2018-2020

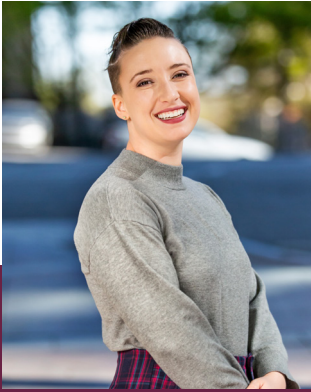
- Acted as a liaison between researchers, principal investigator, university animal care, and environmental services to coordinate tasks and maintain proper laboratory conditions. Facilitated weekly lab meetings on research projects and supervised care of animal colony.

Doris Duke Conservation Scholar, Northern Arizona University, Flagstaff, AZ, 2018-2020

- Part of a 21-person cohort that engaged with community members and professionals to imagine meaningful ways to combat climate change in urban and tribal lands through research and immersive experiences across the Colorado Plateau.

Urban Conservation Intern, The Nature Conservancy, Bethesda, MD, 2019

- Researched and presented ways to integrate community designed green spaces with stormwater management through interactive stormwater management projects.



MADISON HUGHES, AICP

Associate Planner

470-435-6020 x113

madison@mosaiccommunityplanning.com

EDUCATION

Master of Regional and City Planning
University of Oklahoma
Norman, OK, 2021

Bachelor of Fine Arts in Studio Art -
Graphic Design Emphasis
Oklahoma Christian University
Edmond, OK, 2017

SKILLS & EXPERIENCE

Advanced professional experience
in Adobe Creative Cloud, including
InDesign, Illustrator, and Photoshop

ArcGIS experience consisting of
spatial, geographic, watershed,
zoning, and roadway analysis

Digital photography & editing
expertise

Excellent written and verbal
communication abilities

Strong data analysis, interpretation,
and reporting skills

SAMPLE PROJECT EXPERIENCE

Anaheim, CA, Consolidated Plan and
Annual Action Plan

Orange County FL, Consolidated
Plan, Annual Action Plan, Analysis of
Impediments

Jacksonville Housing Authority (FL),
Assessment of Fair Housing

City of Lewiston, ID, Consolidated
Plan, Annual Action Plan, Analysis of
Impediments

Associate Planner, Mosaic Community Planning, Atlanta, GA, June 2022-Present

- Serve on project teams for community development consulting engagements, including fair housing studies, affordable housing need studies, comprehensive plans, and other community development studies.

Research Assistant, University of Oklahoma, 2019-2020

- 1 year of research experience under Dr. Aujean Lee - Included coding, data collection, cleaning, and entry, article and citation formatting, and proofreading.

Planning Experience

- Personal professional experience working with local governments on plan development and implementation through my year-long participation in a capstone team responsible for the creation of the Vision 23 plan, a corridor plan for a section of Oklahoma City's 23rd street. This project involved research, community outreach, data analysis, mapping, graphing, branding, and stakeholder interaction, preparing me with an excellent foundation for further work bridging gaps between communities, local governments, and nonprofits.

Design Experience

- Received a bachelor's degree in Fine Art with an emphasis in Graphic Design in 2017 and have worked as a full time in-house graphic designer from November 2018-May 2022, including during my graduate degree process. This not only taught me excellent time skills, but also maintained and sharpened my proficiencies in design for print and web through the Adobe Creative Suite. Additionally, due to this professional background and its overlap with my full time graduate studies, I am adept at managing multiple projects under a tight deadline and have had 9+ years of experience working in a team feedback environment.

Personal Research Focus

- During the course of my graduate studies I developed a passion for serving underprivileged communities through platforming their insights and gifts over my own. My degree emphasis is in Community and Economic Development, and my body of work in my graduate program focused heavily on the 39th Street District of Oklahoma City, a historic LGBTQ+ district, and on food insecurity in the 73111 zipcode, an area in which I lived from 2018-2021 and which was identified as a critical food desert prior to the September 2021 completion of the Homeland grocery store on 36th and Kelley. This personal experience with infrastructure insufficiency left me determined to use my skillset to amplify the voices of residents of these historic communities.



HEAVEN LUCERO SILVA

Associate Planner

470-435-6020 x115

heaven@mosaiccommunityplanning.com

EDUCATION

Master of Science in Urban Planning and Policy
University of Illinois at Chicago
Chicago, IL 2021

Bachelor of Arts in Urban Studies with a Minor in Public Policy
University of Illinois at Chicago
Chicago, IL 2020

LANGUAGE SKILLS

Spanish (native/fluent)

AFFILIATIONS

American Planning Association

Illinois Chapter of the American Planning Association

QUALIFICATIONS SUMMARY

Emerging planner with a history of working with civic and social organizations that support communities in achieving sustainable and equitable futures.

Passionate about inclusive and equitable planning that integrates climate and environmental justice, public health, and racial justice.

SAMPLE PROJECT EXPERIENCE

City of Chino Hills, CA Consolidated Plan and Analysis of Impediments

City of Greenville, NC Consolidated Plan and Assessment of Fair Housing

City of Lewiston, ID Consolidated Plan and Analysis of Impediments

City of Los Angeles, CA Assessment of Fair Housing

Associate Planner, Mosaic Community Planning, Atlanta, GA, October 2022-Present

- Serve on project teams for community development consulting engagements, including fair housing studies, affordable housing need studies, comprehensive plans, and other community development studies.

Research Specialist, Nathalie P. Voorhees Center for Neighborhood and Community Improvement at the University of Illinois, Chicago, 2021 - 2022

- Project co-lead for research analyzing green infrastructure workforce development in the Chicago region to fulfill Phase I of a renewed, 5-year UIC EDA Center grant.
- Conducted stakeholder outreach with civic and social organizations, environmental/economic development agencies, and workforce development firms in the Chicago area.
- Developed a final report as a dissemination product including additional stakeholder outreach to share results.

Research Assistant (Internship), Center for Neighborhood Technology (CNT), Chicago, Summer 2021

- Provided project consultation services for the Urban Resilience team; onboarded to a multitude of projects involving green infrastructure research, community engagement and fieldwork research services.
- Composed a literature review identifying measurable benefits of green infrastructure co-located with urban agriculture.

Zoning and Development Intern, 33rd Chicago Aldermanic Ward, Ald. Rossana Rodriguez, Spring-Summer 2021

- Assisted Zoning Manager with intake and review of zoning applications, communicated with applicants, and prepared approval letters for the Chicago Zoning Board of Appeals.
- Contributed to external outreach with ward residents, business owners, community organizations, and developers.

Sustainability Aide, Office of Sustainability, Planning, and Project Management at UIC, Chicago, 2019-2020

- Assisted with completing documentation to meet prerequisites for SITES certification of the Arthington Mall Renovation Project; completed documentation for 3 LEED credits as part of the SITES v2 Rating System.

3. PROJECT APPROACH

PROJECT UNDERSTANDING

Mosaic's proposed approach to the City's Five-Year Consolidated Plan, Annual Action Plan, and Analysis of Impediments is based on collection of broad community input and thorough synthesis of quantitative and qualitative data. Our comprehensive research will inform priority housing, community development, and homeless needs and strategies to address them. Internal and public review periods will allow for refinement of the documents prior to approval by the City and subsequent submission to HUD via IDIS.

The Five-Year Consolidated Plan will provide a unified and comprehensive framework for the City's housing and community development programs over the next five years. The Annual Action Plan will outline the City's plans to spend HUD grant funds over the first year of the five-year period, in coordination with the overarching priorities identified in the Consolidated Plan.

At the City's option, Mosaic will also develop an Analysis of Impediments along with the above-described plans. The AI will provide a detailed fair housing analysis for the City, designed to inform strategic, actionable fair housing goals and priorities. As outlined by the *Fair Housing Planning Guide*, the Analysis will:

- Serve as the substantive, logical basis for local fair housing planning;
- Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders, and fair housing advocates about housing market conditions as well as fair housing efforts and opportunities; and
- Assist in building public support for fair housing principles both within the local entitlement jurisdiction's boundaries and beyond.

Our consulting team will approach this project in four phases, beginning with collection of community input and other data to inform the creation of the plans. Based on this data and public input, Mosaic will draft and assemble the Consolidated Plan and Annual Action Plan. Once drafts of the documents are ready, Mosaic will coordinate public presentations of the draft Plans, receive comments, and facilitate the approval and submission to HUD.

Specific tasks and services, as well as a timeline to accomplish the scope of work is included on the following pages.

PHASE

1

Data Collection and Review of Community Input

PHASE

2

Consolidated Plan and Annual Action Plan Drafting

PHASE

3

Plan Presentations and Approvals

PHASE

4

Optional:
Development of Analysis of Impediments



PLANS are about PEOPLE

In our planning and analysis work, we collect enormous amounts of data that informs and underlies our plans and strategies.

But we know that plans are about people, not about data. When data is presented, we take care to provide it in a format that is accessible and relevant to the public.

SCOPE OF WORK

PHASE 1: COMMUNITY INPUT AND DATA COLLECTION

Task 1.1 - Initial Meeting

The consulting team will hold an initial virtual meeting with City staff to review and finalize project expectations, scope of work, and data needs. We will specifically discuss the City's goals for its Consolidated Plan, Annual Action Plan, and Analysis of Impediments, along with planning related to citizen participation for the project.

Task 1.2 - Review of Previous Plans and Studies

The team will review Twin Falls's current Consolidated Plan, recent Annual Action Plans and CAPERs, Citizen Participation Plan, along with any other relevant community plans or studies, such as the City's Strategic Plan, Comprehensive Plan, and zoning ordinance for insight into local planning and project priorities.

Task 1.3 - Community Engagement Strategy

Based on the standards set by the City's current Citizen Participation Plan, the Community Engagement Strategy will outline the specific steps, strategies, and timelines to be employed by the City staff and consulting team in the engagement of the public. The strategy will include a meeting schedule; a list of stakeholders to be engaged and consulted; a bank of interview and public meeting questions; and copy for public notices, flyers, press releases, and other advertisement for the project.

Task 1.4 - Data Gathering

Mosaic staff will complete the necessary forms to request access to the City's IDIS. Upon approval, we will download the City's Consolidated Plan and Annual Action Plan templates from the eCon Planning Suite in IDIS. We will review all pre-populated data and check for accuracy. While most of the data required for a Consolidated Plan is pre-populated by eCon, Mosaic's team will supplement where needed with local or regional data.

Task 1.5 - Gather Public Input

While ultimately to be determined in consultation with City staff, Mosaic anticipates a community outreach process that includes:

- **Holding one (1) in-person Open House**, which will be coordinated and facilitated by City staff, with Mosaic providing resources as needed, such as flyers or handouts, PowerPoint slides, and/or discussion questions;
- **Facilitating up to three (3) virtual meetings** at varied times of day to provide opportunities for both members of the public and professional stakeholders to engage and provide input in the planning process; and
- **Needs assessment survey** for residents and other stakeholders, including non-profit organizations and community advocates. The survey will be available online and can be publicized via email, social media, and local organizations.

Mosaic will prepare presentation materials for all meetings, along with agendas, handouts, displays, questions/activities, meeting notes, and summaries of results. Public input will be used to identify key themes and findings for inclusion in the Consolidated Plan and Analysis of Impediments and will inform priorities and goals. Accommodations for people with disabilities and those with limited English proficiency will be offered as needed.

PHASE 2: CONSOLIDATED PLAN AND ANNUAL ACTION PLAN DRAFTING

Task 2.1 - Data Analysis to Develop Priorities

To help City leaders set priorities, Mosaic will outline five-year priority recommendations, based on the following:

- Key themes identified by residents and stakeholders during community forums, focus groups, interviews, and the community survey;
- Analysis of Census, American Community Survey, Comprehensive Housing Affordability Strategy (CHAS), and public housing authority data, and other pre-populated data provided by HUD;
- Analysis of point-in-time homeless counts and the existing supply of emergency, transitional, and permanent supportive housing;
- Assessments of public infrastructure and public improvement needs;
- Analysis of Impediments to Fair Housing Choice findings; and
- Existing barriers to affordable housing.

Task 2.2 - Preparation of the Consolidated Plan

Based on public input, quantitative research, and other findings, Mosaic will prepare a draft of the Consolidated Plan, including the elements outlined below:

Executive Summary: A concise Executive Summary will serve as an introduction to and summary of the Plan. It will highlight the Plan's priorities and describe how those priorities will be addressed. While included as a required component of the overall Consolidated Plan, the Executive Summary will be written such that it can stand alone as its own document and be a simplified version of the plan more easily accessible to the general public.

The Process: This section of the Consolidated Plan will name the Lead Agency overseeing development of the Consolidated Plan and responsibility for administration of the City's CDBG and HOME funds. This section will also outline the process by which the Plan was prepared and citizens were engaged in their creation, including a description of the required consultations with other agencies and organizations.

Needs Assessment: Mosaic will research and draft the Needs Assessment section of the City's Consolidated Plan. This section will provide an analysis of the affordable housing, special needs housing, community development, and homelessness needs in the city. It will analyze data concerning housing conditions and housing problems and how those housing problems may disproportionately affect various population groups. A discussion of specific housing problems, including cost-burdened, severe cost-burdened, lacking facilities, and overcrowding will be included.



Our community engagement process will include, but will not be limited to:

- City staff and elected officials
- Local social service organizations
- Housing providers and developers
- Advocacy groups
- Fair housing organizations
- Banks and other financial institutions
- Real estate agents and associations
- Local school district
- Continuum of Care
- Organizations serving protected classes and low income families
- Major employers
- Broadband providers
- Neighborhood groups
- Seniors
- Residents of subsidized housing
- Members of the general public



The section will assess the housing needs of special needs populations. The narrative will include characteristics and needs of low-income and extremely low-income individuals and children who are currently housed but at imminent risk of homelessness. It will also discuss local policies and procedures for HMIS administration.

Non-housing community development needs will also be analyzed, including the need for economic development, public facilities, public improvements, and public services.

Mosaic will discuss broadband needs for low- and moderate-income households, as well as the availability of broadband service in Twin Falls, including consideration of the possible need for increased availability and/or competition among internet service providers. To address environmental resiliency, Mosaic will discuss possible risks faced by low- and moderate-income households and any policies or programs intended to minimize those risks.

Market Analysis: Mosaic will research and draft the Market Analysis section of the City's Consolidated Plan. This section will lay out the context in which the City will administer its community development programs over the course of the Consolidated Plan period.

This section of the Plan will analyze the local housing market, including present conditions for supply and demand by tenure, as well as an assessment of local housing prices, market activity, and areas of the city that have recently seen price increases.

This section will also assess lead-based paint hazards, the supply and demand for public and assisted housing/Section 8 vouchers, facilities and services for the homeless, and housing and services for people with disabilities or other special needs. The Market Analysis will conclude with an assessment of barriers to affordable housing and a comparison of the needs assessed in the prior component to the market conditions present in the city.

Strategic Plan: Mosaic will draft the Strategic Plan, which will provide a summary of the goals and objectives the City plans to address, including performance measurements for accomplishments and outcomes. This Plan component also offers the City an opportunity to set any geographic priorities and to prioritize needs in general. The strategy will also reflect strategic plans of other City departments, to the extent they overlap with community development priorities.

Task 2.3- Preparation of the Annual Action Plan

Mosaic will draft the First Year Action Plan, which will describe the specific actions, activities, and programs the City will implement during the first year of the Consolidated Plan period to address the priority needs and goals. The Action Plan will specify the City's goals for affordable housing, homelessness, and other special needs and indicate the resources anticipated to be available to address them. Grant-specific requirements, such as accounting for CDBG program income, are also contained in the Action Plan. Mosaic will incorporate project information as provided by City staff, linking each to appropriate goals and priorities in the Five-Year Plan to facilitate tracking in IDIS and in future CAPERS.

Task 2.4 - Provide Consolidated Plan and Action Plan First Drafts to the City

Mosaic will provide drafts of the complete Consolidated Plan and Annual Action Plan to City staff for internal review and comment. With input from staff, Mosaic will refine the drafts and prepare them for public comment.

PHASE 3: PLAN PRESENTATION AND APPROVAL

Task 3.1 - Presentations and Public Comment

Mosaic's team will make up to two (2) presentations of the draft Consolidated Plan, Needs Assessment, Annual Action Plan, and Analysis of Impediments to members of the public, elected officials, and/or other groups of stakeholders. Mosaic will work with City staff to identify and coordinate any desired presentation opportunities.

Task 3.2 - Plan Finalization and Approval

Mosaic will make any necessary revisions to the Plans based on comments received following the public presentations. Mosaic will then prepare final Word and PDF versions of each document for delivery to the City for final approval by the City Council. We will also prepare appendices including any relevant raw data, copies of flyers and other ads, survey results, graphics, and other relevant items.

Task 3.3 - Certifications & SF-424s

HUD guidelines require the City to submit with the Consolidated Plan a full set of certifications and the SF-424 and SF-424D forms. Mosaic will fill the required forms and ready them for signature by the City's certifying officer.

Task 3.4 - IDIS Upload and Submission to HUD

Upon approval by the City Council, Mosaic will complete entry of the Consolidated Plan and Annual Action Plan into IDIS via the eCon Planning Suite, upload all required attachments, and run a quality check, leaving the plans ready for one-click electronic submission to HUD by the City. Mosaic will be responsible for any revisions required by HUD after submission, and, if necessary, will troubleshoot with HUD relative to any IDIS/eCon Planning Suite issues. We will also be available to answer any questions HUD may have regarding the City's plan submissions until the time HUD has approved them.

Task 3.5 - Submission of Final Plans to the City

Mosaic will provide electronic copies of all final plans and documents in Word and PDF. These final deliverables will include appendices with supporting documents such as raw data tables, lists of interview and meeting participants, copies of flyers and other ads, summaries of stakeholder comments, survey results, and other relevant items.



At Mosaic,

We bring to the table all the pieces needed for a complete picture, including stakeholders diverse in income, race, ethnicity, language, age, gender, ability, and perspective.

The effort can be challenging but is an essential cornerstone for successful and equitable community improvement.

A Note About Working in IDIS and the eCon Planning Suite

Because our consulting team's background includes work in HUD grant administration, we know how important the Consolidated Plan and Action Plan setup in eCon is to the overall planning function. The configuration of priorities, projects, goals, and outcomes will be the basis for the City's subsequent Action Plans and CAPERs for the next five years. We have experience in how these plans work together in eCon, which ensures future planning processes and submissions are streamlined.

Mosaic's staff have developed new methodologies for analyzing areas where additional research and data must be assessed and incorporated in order to meet and exceed HUD requirements. Our resulting documents include supplemental data and maps that go above and beyond the basic eCon requirements.



OPTIONAL PHASE 4: DEVELOPMENT OF ANALYSIS OF IMPEDIMENTS

Task 4.1 - Introduction, Community Engagement, Past Fair Housing Goals and Demographic Profile

In initiating work on the AI, Mosaic will generate the fair housing data tables and maps for the City and region using both our own GIS capabilities and HUD's online AFFH Data and Mapping Tool. In addition to the HUD-provided data, Mosaic will gather relevant local data such as fair housing complaints, zoning and related ordinances, Home Mortgage Disclosure Act data, information on homelessness, transit system and public school data, and data from other state or local sources.

Introduction

- Provides contemporary context for fair housing, background on the AI requirements, and the methodology and data sources employed.

Community Engagement

- Summarizes the community engagement process, including a list of participating stakeholder organizations, public outreach and advertising methods, and the results of each type of engagement.

Assessment of Past Fair Housing Goals

- Reviews any plans or studies identifying potential fair housing needs or goals for the City and activities undertaken to address them.

Demographic Summary

- Analyzes residents and households by race/color, ethnicity, national origin, familial status, gender, and disability status, including changes since 1990, with comparisons to the region where appropriate. Maps showing residential patterns across the area.
- Discussion of income levels, household income by race, and poverty rates in Twin Falls as compared to the region.

Task 4.2 - RECAPs, Segregation, Opportunity and Fair Housing Activities

This step includes drafting of the analytical components of the report:

Racially and Ethnically Concentrated Areas of Poverty

- Identifies and maps racially and ethnically concentrated areas of poverty (RECAPs).
- Analyzes demographic and housing characteristics in RECAPs, including discussion of revitalization efforts, if any.

Segregation and Integration

- Maps population by race, ethnicity, national origin, LEP status, and familial status to show neighborhoods with highest levels of segregation and integration.
- Assesses levels of racial and ethnic segregation in the city and region using dissimilarity indices. Discusses changes in segregation levels since 1990.

Access to Opportunity

- Analyzes access to opportunity by race and ethnicity using indices developed by HUD that score census block groups on education, employment, transportation, exposure to poverty, and exposure to environmental health hazards as well as other measures of opportunity based on stakeholder input.
- Maps opportunity index scores by census block group to identify areas with the most and least access to these opportunity factors.

Fair Housing Activities

- Identifies public and private sector agencies offering fair housing services.
- Presents information on recent fair housing lawsuits filed in the area and data on housing discrimination complaint filings.
- Discusses state and local fair housing laws.



Task 4.3 - Housing Profile, Public and Accessible Housing, and Zoning and Land Use

This step will include drafting of the following elements, representing a general analysis of housing needs and types and the policies affecting them:

Housing Profile

- Overview of existing housing supply in terms of vacancy, tenure, structure type, and age for the city, RECAPs, and the region.
- Analyzes housing needs and severe housing needs by race and ethnicity, with maps of disproportionate housing need data.
- Analysis of renter affordability, including the locations of affordable housing with regard to measures of segregation.
- Analysis of homeownership rates, mortgage lending policies, and Home Mortgage Disclosure Act (HMDA) data.

Publicly Supported Housing

- Analyzes the demographic composition of publicly supported housing in and out of RECAPs relative to that of the region.
- Identifies locations of subsidized housing and housing choice vouchers, specifically relative to RECAPs and areas of opportunity.
- Research and review PHA policies related to tenant selection, HCV programs, and site selection for fair housing impacts.

Housing for People with Disabilities

- Analyzes and maps the population of people with disabilities by disability type.
- Discusses the general availability of housing for people with disabilities and the disabled population living in publicly supported housing.
- Identifies fair housing issues related to disability, including disparities in access to opportunity, such as jobs, education, and transportation linkages.
- Considers effects of local policies and ordinances (i.e. zoning codes and building codes) on housing availability for people with disabilities.

Land Use and Zoning Code Review

- Research local zoning ordinances and plans for analysis of potential barriers to fair housing and determination of the degree to which they may contribute to fair housing issues.

Task 4.4 - Impediments, Recommendations, Executive Summary

Finally, Mosaic will identify impediments to fair housing choice, propose recommendations to overcome the impediments, and prepare an Executive Summary.

Identification of Impediments

- Each impediment identified in the report will be described in detail and be prioritized for action based on its potential to limit or deny fair housing choice or access to opportunity, or negatively impact fair housing or civil rights compliance.
- A Recommendations Matrix will be provided that links the identified impediments with their associated recommendations, metrics, implementation timeframes, and responsible parties. The content of the Recommendations Matrix will be subject to refinement with input from City staff.

Executive Summary

- Summarizes key aspects of the report in a brief, engaging format, with particular focus on the resulting impediments and recommendations.

Task 4.5 - Provide Analysis of Impediments Draft to the City

After drafting the Analysis of Impediments, Mosaic will provide Word and PDF versions of the draft to City staff for internal review and comment. With input from staff, Mosaic will refine the draft and prepare a final version of the AI for the City.

4. PROJECT TIMELINE

Milestones for completion of the project are shown below, assuming a **mid-June 2025** contract start. They include delivery of a rough first draft Consolidated Plan and Annual Action Plan by **July 11**. During the 30-day public comment period, which will run from **July 11 to August 11**, Mosaic will continue to update, edit, and refine some parts of the draft documents, producing final versions by **July 31**. Following City Council approval at the **August 11** meeting, Mosaic will enter the plan contents and upload all attachments in IDIS, readying the plan for electronic submission to HUD via IDIS by the City's **August 16, 2025** deadline.

Work on the Analysis of Impediments will begin in mid-August after submission of the Consolidated Plan, with a final document completed in **late November, 2025**.

PROPOSED TIMELINE FOR TWIN FALLS'S CONSOLIDATED PLAN, ANNUAL ACTION PLAN AND AI						
TASKS	2025					
	JUN	JUL	AUG	SEP	OCT	NOV
PHASE 1: COMMUNITY INPUT AND DATA COLLECTION						
1.1 Project Coordination Meeting	■					
1.2 Review of Previous Plans and Studies	■					
1.3 Community Engagement Strategy	■					
1.4 Data Gathering	■	■				
1.5 Gather Public Input	■	■				
PHASE 2: CONSOLIDATED PLAN AND ANNUAL ACTION PLAN DRAFTING						
2.1 Data Analysis to Develop Priorities		■				
2.2 Preparation of the Con Plan		■				
2.3 Preparation of the Annual Action Plan		■				
2.4 Provide Draft Con Plan & Annual Action Plan to City		■				
PHASE 3: PLAN PRESENTATION AND APPROVAL						
3.1 Presentations and Public Comment		■				
3.2 Plan Finalization and Approval			■			
3.3 Certifications and SF-424s			■			
3.4 IDIS Upload and Submission to HUD			■			
3.5 Submission of Final Plans to City			■			
OPTIONAL PHASE 4: DEVELOPMENT OF ANALYSIS OF IMPEDIEMNTS						
4.1 Intro, Engagement, Past Goals, Demographics			■			
4.2 RECAPS, Segregation, Opportunity, FH Activities				■		
4.3 Housing Profile, Public and Accessible Housing, Zoning				■	■	
4.4 Impediments, Recommendations, Exec Summary					■	
4.5 Provide Draft AI to the City						■

5. COST PROPOSAL

For the preparation of the Consolidated Plan and first-year Action Plan as described in this proposal, **Mosaic proposes an all-inclusive fee of \$47,300** as shown below. The optional Analysis of Impediments can be included at an additional cost of \$17,230.

COST BREAKDOWN BY TASK				
	PERSONNEL HOURS AND HOURLY RATES			COST
	Project Manager \$225/hr.	Senior Planner \$170/hr.	Associate Planners \$115/hr.	
1.1 Initial Meeting	3		3	\$1,020
1.2 Review Previous Plans and Studies	3	2	8	\$1,595
1.3 Public Participation Strategy	4		4	\$1,700
1.4 Data Gathering			20	\$2,300
1.5 Gather Public Input	12	8	18	\$6,130
Phase 1 Subtotal	22	10	53	\$12,745
2.1 Data Analysis to Develop Priorities	4	6	11	\$3,185
2.2 Preparation of the Con Plan	12	19	38	\$10,300
2.3 Preparation of the Annual Action Plan	10	10	23	\$6,595
2.4 Provide Draft Con Plan and AAP to City	8		6	\$1,800
Phase 2 Subtotal	34	35	78	\$21,880
3.1 Hold 30-Day Public Comment Period	8		6	\$2,490
3.2 Plan Finalization and Approval	9	4	14	\$4,315
3.3 Certifications and SF-424s	2		3	\$795
3.4 Electronic Plan Entry and Submission to HUD	2	7	18	\$3,710
3.5 Submission of Final Reports to the City	3		6	\$1,365
Phase 3 Subtotal	24	11	47	\$12,675
Total Cost: Phases 1-3	80	56	178	\$47,300

COST BREAKDOWN BY TASK: OPTIONAL PHASE 4				
	PERSONNEL HOURS AND HOURLY RATES			COST
4.1 Intro, Engagement, Past Goals, Demographics		4	16	\$2,520
4.2 RECAPS, Segregation, Opportunity, FH Activities	2	8	20	\$4,110
4.3 Housing Profile, Public Housing, Zoning	2	12	26	\$5,480
4.4 Impediments, Recommendations, Exec Summary	6	6	12	\$3,750
4.5 Provide Draft AI to the City	2		8	\$1,370
Total Cost: Optional Phase 4	12	30	82	\$17,230



Date: Monday, June 23, 2025
To: Honorable Mayor and City Council
From: Lee Glaesemann, Assistant City Engineer

ACTION ITEM

Request:

Request to approve improvement alternatives 1 and 3 from the Magic Valley Regional Airport Water System Facilities Plan.

Time Estimate:

10-15 Minutes plus time for public comments and Q&A

Background:

In 2024, the City of Twin Falls was awarded a \$2.5 million Drinking Water Emerging Contaminants Grant from the Idaho Department of Environmental Quality (IDEQ) to address a newly regulated group of contaminants known as PFAS. PFAS are a large family of synthetic chemicals that have been in use since the 1940's. They have chemical properties that are highly resistant to degradation and are known as "forever chemicals".

As a requirement of the grant, JUB Engineers developed the Magic Valley Regional Airport Water System Facilities Plan, which is an addendum to the City of Twin Falls Water Facility Plan. This plan outlines four alternatives to address two water-related issues at the Airport: water source redundancy and PFAS contamination.

Alternative 1: Drill a new Well and Treat for PFAS. (Est. ~\$4.86 million)

Alternative 2: Pipe water from the City of Twin Falls South Tanks.(Est. ~\$10.49 million)

Alternative 3: Drill 2 new wells at the Airport. (Est. ~\$5.75 million)

Alternative 4: No Action (No redundant water source and IDEQ compliance Violation.)

Staff recommends that Council approve the selection of improvement alternatives 1 and 3 from the Magic Valley Regional Airport Water System Facilities Plan.

Approval Process:

The IDEQ grant requires a public hearing for the selection of alternatives. A majority vote by Council is needed to approve the request.

Budget Impact:

\$2.5 million in grant funding has been received from IDEQ to address emerging contaminants. Additional funding has been requested from IDEQ with a possible grant award response expected by July. If additional grant funding is not received, staff anticipates requesting funding through the City budgeting process.

Regulatory Impact:

Approving the request is needed to comply with a grant requirement and allow the City to move forward with IDEQ compliance requirements for PFAS and a redundant water source.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that Council approve the selection of improvement alternatives 1 and 3 from the Magic Valley Regional Airport Water System Facilities Plan.

Attachments:

None