



Twin Falls City Council Agenda

Monday, September 29, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

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

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 September 22, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for September 18-24, 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve September 24, 2025, Travel Requests.
By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request for approval of a Final Plat for the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sf located at the 500-600 block of Orchard Drive, care of EHM Engineers, Inc., on behalf of Gerald Martens. (PZ25-0114)
By: Kelli Ebersole, City Planner
- 4) Items of Consideration
 - a) **ACTION ITEM:** Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.
By: Lauren Nickolisen, Assistant Human Resources Director
 - b) **PRESENTATION:** Employee Recognition Committee plaque presentation.
By: Kelli Ebersole, Committee Chair
 - c) **ACTION ITEM:** Request to confirm the Mayor's re-appointment of JP O'Donnell for a second term on the Airport Advisory Board
By: Bill Carberry, Airport Manager
 - d) **PRESENTATION:** Highlights of the 2025 Magic Valley Airshow
By: Jim O'Donnell, Airshow Director
 - e) **ACTION ITEM:** Request to approve the Airport Board's recommendation to select J-U-B Engineers for FAA Airport Improvement Projects.
By: Bill Carberry, Airport Manager
 - f) **ACTION ITEM:** Request to approve a Resolution adopting Magic Valley Regional Airport's Air Carrier Incentive Program and authorize the mayor to sign the resolution.
By: Bill Carberry, Airport Manager
 - g) **ACTION ITEM:** A request to approve the Guaranteed Maximum Price (GMP) of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East.
By: Mandi Thompson, Assistant to the City Manager
 - h) **ACTION ITEM:** Appointment by the City Manager and Confirmation by the Council of Amy Luna to the position of City Clerk followed by the administration of the Oath of Office for both the City Clerk and Deputy City Clerk.
By: Travis Rothweiler, City Manager
- 5) General Public Input
- 6) Advisory Board Report/Announcements

7) Public Hearings

- a) **ACTION ITEM:** Request to amend the Eastpark Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ25-0059)

By: Lisa Strickland, City Planner

8) 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 others 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, they will have the microphone muted and they will be asked to return to their seats.

Public Hearing Procedures for Zoning Requests

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

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



Twin Falls City Council Minutes

Monday, September 22, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) Call Meeting to Order/Confirmation of Quorum

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

Absent:

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, Fire Chief Mitchell Brooks, Assistant to the City Manager Mandi Thompson, Economic Director Shawn Barigar, Environmental Engineer Nathan Erickson, Police Chief Matt Hicks, Captain Brent Wright, Captain Terry Thueson.

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 Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- a) Request to approve City Council September 15, 2025, minutes.
- b) Request to approve Accounts Payable for September 11-17, 2025.
- c) Request the City Council approve the Special Event Permit for the organizers of the Trick or Treat Main Street event.
- d) Request City Council to approve the Special Event Permit for the organizers of Readers Becoming Leaders.
- e) Request City Council to approve the Special Event Permit for the organizers of Read & Treat.
- f) Request City Council to approve the Special Event Permit for the organizers of Magic Valley Rescue Run.
- g) Request City Council approve the Special Event Permit for the organizers of Oktoberfest.
- h) Request City Council to approve the Special Event Permit for the organizers of the Indivisible Demonstration No Kings Day.
- i) Request to approve Findings of Facts and Conclusions of Law for the following: PZ25-0080 - Vacation - Block 18
PZ25-0081 - Vacation - Block 4

4) Items of Consideration

- a) Presentation to recognize Twin Falls Fire Department's new Deputy Chief Shane Smith, and our newly promoted Driver/Operator Joseph Casias, along with taking their oath of office, and pinning their new rank badge.

Fire Chief Brooks requested the swearing in of the new Deputy Fire Chief and one newly promoted driver/operator within the Fire Department.

New Deputy Fire Chief Shane Smith and newly promoted Driver Joseph Casias were sworn in by **Mayor Pierce**.

- b) Request approval of the Event Center Feasibility Study Consulting Agreement with Johnson Consulting.

Economic Development Director Barigar requested approval of the Event Center Feasibility study contract with Johnson Consulting.

Discussion ensued with the following: None.

MOTION: Council Member Cutler moved to approve the request for the contract between the City of Twin Falls and Johnson Consulting and authorized the mayor to sign the contract. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request approval of the yearly contract amendment to the 2024 agreement between the City of Twin Falls and OMI (Jacobs) for operations of the wastewater treatment plant and lift stations, totaling \$3,251,071.04, and authorize the mayor to sign.

Environmental Manager Erickson requested to approve the yearly contract to the 2024 agreement between the City of Twin Falls and OMI for operations of the wastewater treatment plant and lift stations in the amount of \$3,251,071.04 and authorize the mayor to sign.

Discussion ensued on the following:

Council Member Cutler: Asked for clarification on the name on the contract.

City Manager Rothweiler: Gave an explanation.

Council Member Stone: Asked for a list of maintenance for the WWTP.

MOTION: Vice Mayor Brown moved to approve the request to approve the yearly contract to the 2024 agreement between the City of Twin Falls and OMI for operations of the wastewater treatment plant and lift stations in the amount of \$3,251,071.04 and authorize the mayor to sign. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Request to amend the fee structure for the Ride TFT van wrap program.

Assistant to the City Manager Thompson requested to amend the fee structure for the Ride TFT van wrap program.

Discussion ensued on the following: Mayor Pierce: Spoke in favor.

Council Member Reid: Asked for some clarification.

MOTION: Council Member Reid moved to approve the request to amend the fee structure for a 20% discount for a two-year contract and 10% discount per additional vehicle. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

5) General Public Input: None

6) Advisory Board Report/Announcements

Council Member Hawkins spoke about breakfast for the veterans.

7) Adjournment

The meeting adjourned at 05:31 PM.

Amy Luna, Deputy City Clerk

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



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Kelli Ebersole, City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for the Calistoga Springs Subdivision No. 3, consisting of six (6) lots on approximately 50,901 sf located at the 500-600 block of Orchard Drive, care of EHM Engineers, Inc., on behalf of Gerald Martens. (PZ25-0114)

Time Estimate:

Consent Calendar item.

Background:

This is a request made by Gerald Martens, represented by EHM Engineers, Inc, to approve the final plat for "Calistoga Springs Subdivision No. 3". The final plat consists of 6 lots on approximately 51,000 square feet, or just over 1 acre.

Approval Process:

Per City Code 10-12-2-4

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

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

Budget Impact:

N/A

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

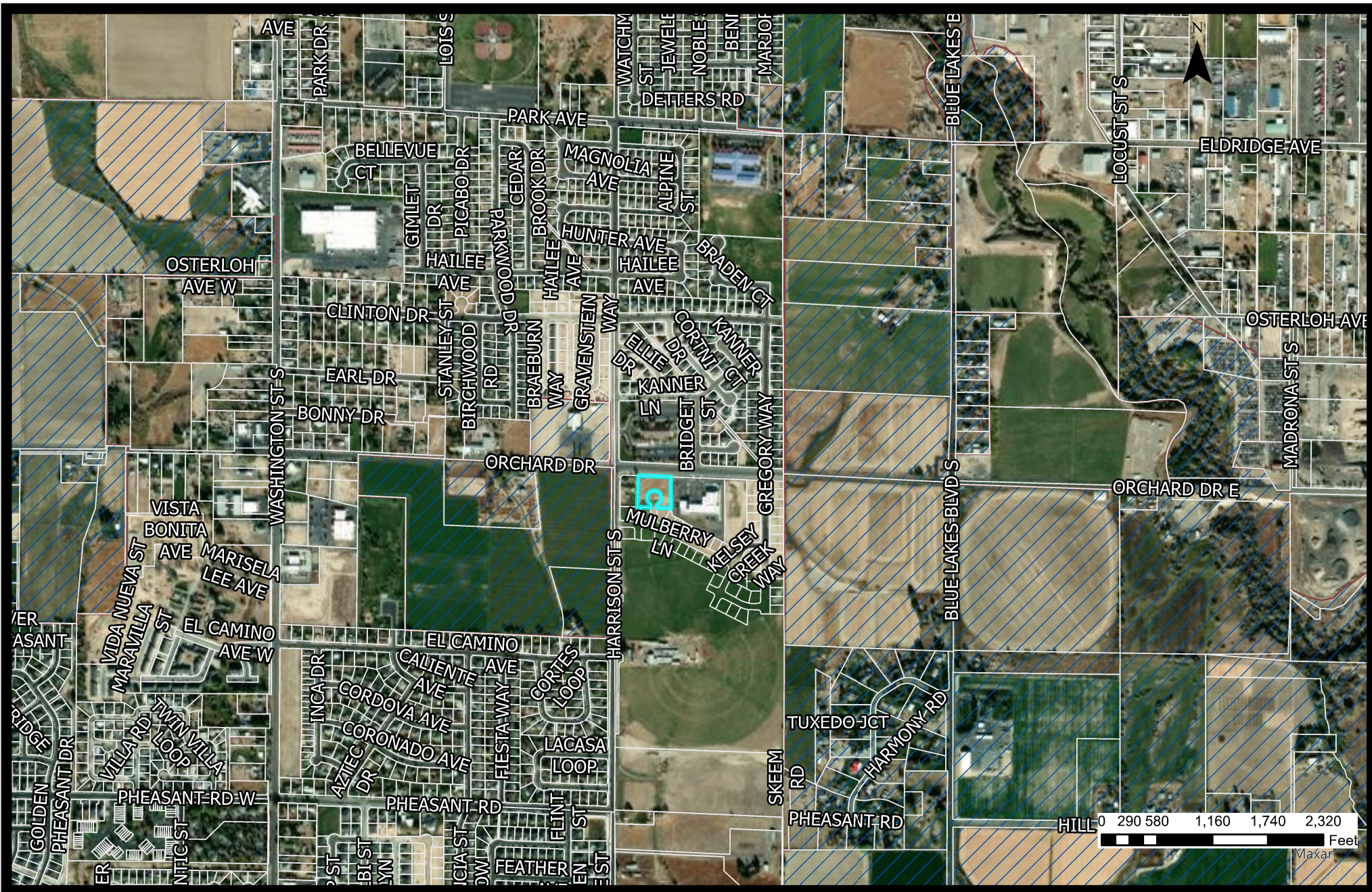
Staff recommends approval of this plat with the following condition:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in the Engineering Memorandum dated September 9, 2025.

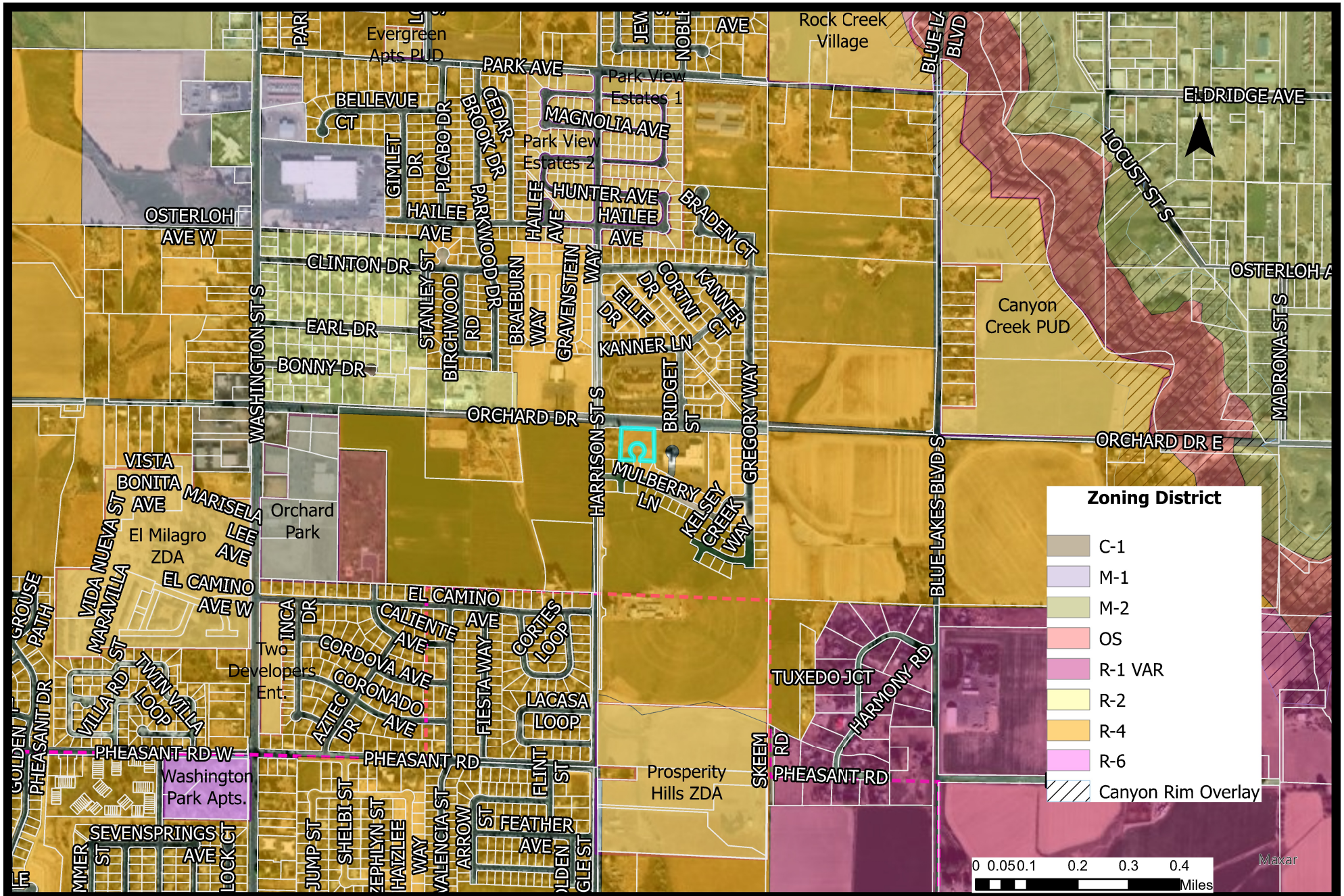
Attachments:

1. PZ25-0114 Vicinity Map
2. PZ25-0114 Zoning Map
3. PZ25-0114 Future Land Use Map
4. PZ25-0114 Engineering memorandum 9-9-25
5. PZ25-0114 Final Plat Exhibits

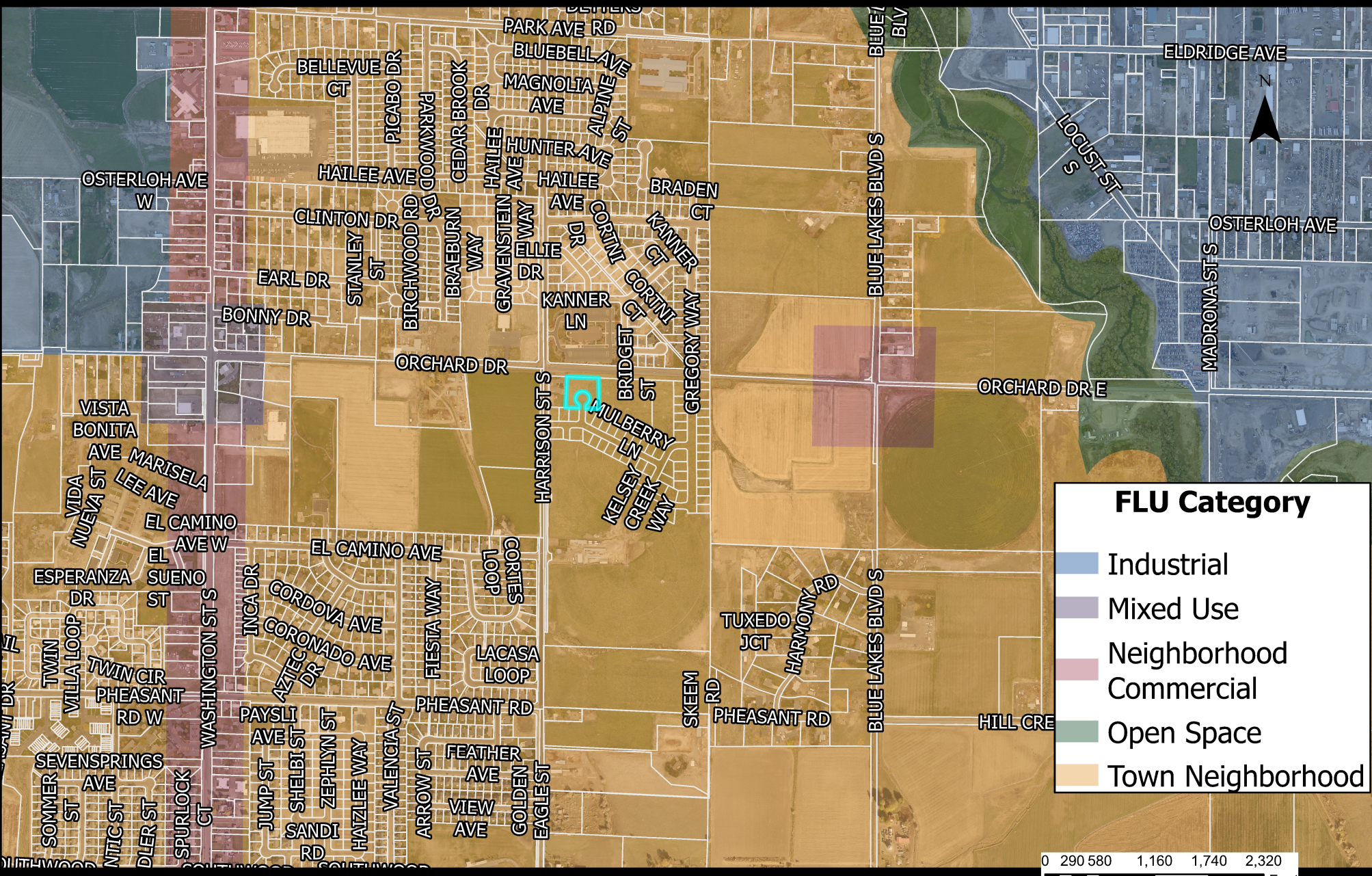
VICINITY MAP



Zoning Map



FLU Map





P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator

Date: 9/9/2025

Re: Final Plat – **Calistoga Springs Subdivision No. 3** – Application # PZ25-0114

The Engineering Department has reviewed the Final Plat for the **Calistoga Springs Subdivision No. 3**. The following changes shall be addressed prior to submittal of the mylars for signatures by the City of Twin Falls Mayor and City Engineer. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. Please change the year to 2025.
2. Please add "Calistoga Subdivision No. 2".
3. Basis of Bearing label does not match the metes and bounds description in the Certificate of Owners on Sheet 2. Please revise the bearing label on Sheet 1.
4. The chord bearings need to match the direction of travel around the boundary description. Please revise.
5. Please add the required pressure irrigation note.
6. Please add a note stating: Lots 3 and 4, Block 8 shall not have direct access to Orchard Drive.
7. This bearing and distance does not match the Calistoga Springs Subdivision No. 2. Please revise.
8. Is this point designating the centerline of the street? If so, what street is this?
9. Please add these symbols to the legend.
10. This distance does not match Calistoga Springs Subdivision No. 2. Please revise.
11. This should be a "Public utility easement". Please remove the words "irrigation & drainage".
12. The label is too close to the boundary linework. Please adjust.
13. The bearing label does not match the metes and bounds description in the Certificate of Owners on Sheet 2. Please revise.
14. Please change the "east" designation to "west".

15. This should designate Block "7". Please revise.
16. Lot 8, Block 7 of Calistoga Springs Subdivision is in a trust agreement. This lot will need to be released from that trust agreement for Gerald to sign the final plat. Please submit a new trust agreement for Calistoga Springs Subdivision No. 3.
17. Please add "Deputy" to the City Clerk signature line.

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

Cc: Gerald Martens, gmartens@ehminc.com
David Thibault, EHM Engineers, dthibault@ehminc.com
Val Smith, EHM Engineers, vsmith@ehminc.com
Troy Vitek, City of Twin Falls, tvitek@ehminc.com
Subdivision File

CALISTOGA SPRINGS SUBDIVISION NO. 3
 A Re-Subdivision and Re-Numbering of
 Lot 8, Block 7
 Calistoga Springs Subdivision No. 2
 Located In
 NW 4 NE 4, Section 28
 Township 10 South, Range 17 East,
 Boise Meridian
 Twin Falls County, Idaho
 2024

0 20 40 80
 SCALE IN FEET

RECEIVED
 APR 21 2025
 CITY OF TWIN FALLS
 ENGINEERING DEPT.

Legend

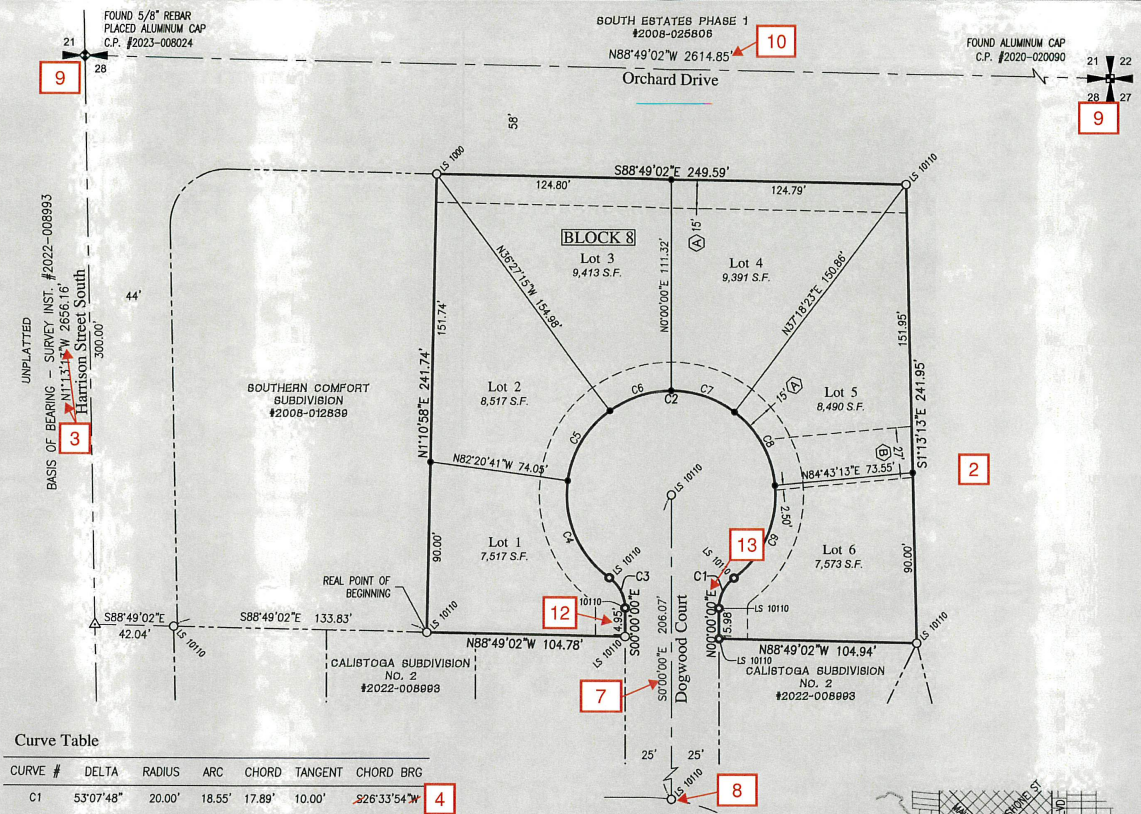
- SECTION BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EASEMENT LINE
- ADJACENT PROPERTY LINE
- CENTERLINE OF STREET
- LOT LINE
- CALCULATED POINT (NOT SET) Δ
- FOUND 5/8" REBAR (AS NOTED) $\circ$
- SET 1/2" x 24" REBAR & CAP - LS 10110 $\bullet$
- FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110 $\circ$

5

6

Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE RE-SUBDIVISION OF LOT 8, BLOCK 7 OF CALISTOGA SPRINGS SUBDIVISION NO. 2 FOR A FINAL SUBDIVISION PLAT, AT THE REQUEST OF THE OWNER. MONUMENTS WERE FOUND AT THE BOUNDARY CORNERS, SECTION AND QUARTER CORNERS SHOWN HEREON. THESE MONUMENTS ARE OF RECORD PER PREVIOUS RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS.



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°33'54"W
C2	286°15'37"	55.00'	274.79'	66.00'	41.25'	N90°00'00"W
C3	53°07'48"	20.00'	18.55'	17.89'	10.00'	S26°33'54"W
C4	60°47'08"	55.00'	58.35'	55.65'	32.26'	S22°44'15"E
C5	45°53'26"	55.00'	44.05'	42.88'	23.28'	S30°36'02"W
C6	36°27'15"	55.00'	34.99'	34.41'	18.11'	S71°46'23"W
C7	37°18'23"	55.00'	35.81'	35.18'	18.57'	N71°20'49"W
C8	47°24'50"	55.00'	45.51'	44.23'	24.15'	N28°59'12"W
C9	58°24'35"	55.00'	56.07'	53.67'	30.74'	N23°55'31"E

Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS DATE:

Easement Key

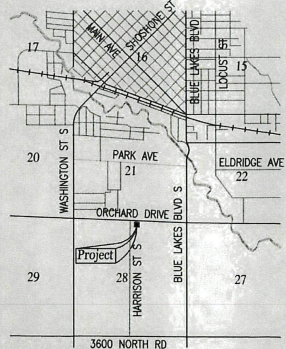
- (A) Public UTILITY, IRRIGATION & DRAINAGE EASEMENT
- (B) UTILITY, IRRIGATION, DRAINAGE & SIDEWALK EASEMENT PER INSTRUMENT #2022-008993.

Survey References

- #2022-008993 - CALISTOGA SPRINGS SUBDIVISION NO. 2
- #2018-011326
- #2017-019956 - SOUTH ESTATES NO. 2
- #2010-003739 - CALISTOGA SPRINGS SUBDIVISION
- #2008-025806 - SOUTH ESTATES PHASE 1
- #2008-012839 - SOUTHERN COMFORT SUBDIVISION
- #1997-011251
- #1992-007713

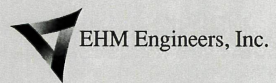
Deed References

- #2022-008994



Vicinity Map

n.t.s



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN A PART OF NW4 NE4, SECTION 28, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY 15 MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEING ALL OF LOT 8, BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "CALISTOGA SPRINGS SUBDIVISION NO. 2", RECORDED MAY 10, 2022 AS INSTRUMENT NO. 2022-008993 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE4 OF SAID SECTION 28;
THENCE, ALONG THE WEST BOUNDARY OF SAID NE4 OF SECTION 28, SOUTH 01°13'13" EAST 300.00 FEET;
THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 88°49'02" EAST 42.04 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID MAP;
THENCE, ALONG SAID NORTH BOUNDARY, SOUTH 88°49'02" EAST 133.83 FEET TO THE SOUTHEAST CORNER OF SAID 14 AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE WEST BOUNDARY OF SAID LOT 8, NORTH 01°10'58" EAST 241.74 FEET TO THE NORTHEAST CORNER THEREOF;
THENCE, ALONG THE NORTH BOUNDARY OF SAID LOT 8, SOUTH 88°49'02" EAST 249.59 FEET TO THE NORTHEAST CORNER THEREOF;
THENCE, ALONG THE EAST BOUNDARY OF SAID LOT 8, SOUTH 01°13'13" EAST 24 13 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE, ALONG THE SOUTH BOUNDARY OF SAID LOT 8, NORTH 88°49'02" WEST 15.98 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, NORTH 00°00'00" WEST 15.98 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 18.55 FEET AND A LONG CHORD THAT BEARS NORTH 26°33'54" EAST 17.89 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 286°15'37", AN ARC DISTANCE OF 274.79 FEET AND A LONG CHORD THAT BEARS NORTH 90°00'00" WEST 66.00 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 53°07'48", AN ARC DISTANCE OF 18.55 FEET AND A LONG CHORD THAT BEARS SOUTH 26°33'54" EAST 17.89 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, SOUTH 00°00'00" EAST 14.95 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, NORTH 88°49'02" WEST 104.78 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 50,901 SQUARE FEET.
IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE ROAD RIGHT OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT.

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

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE IRRIGATION DISTRICT / CANAL COMPANY. 5

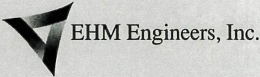
TENSCO, INC., AN IDAHO CORPORATION 16
BY: GERALD MARTENS, PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO) ss 1 16
COUNTY OF TWIN FALLS)
ON THIS _____ DAY OF _____, 2024, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD MARTENS, KNOWN OR IDENTIFIED TO ME TO BE THE PRESIDENT OF THE TENSCO, INC., AN IDAHO CORPORATION THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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

NOTARY PUBLIC _____
RESIDING AT _____
COMMISSION EXPIRES _____



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

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

MAYOR _____

1

17

CITY CLERK _____

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER _____

ATTEST _____

COUNTY VEYOR'S CERTIFICATE

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

GEORGE A. YERION
PROFESSIONAL LAND SURVEYOR

PLS _____

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

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

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

NOTARY _____

RESIDENCE _____

COMMISSION _____

COUNTY ASSESSOR'S CERTIFICATE

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

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

1

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

DEPUTY _____

EX-OFFICIO RECORDER _____



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Lauren Nickolisen, Assistant Human Resources Director

ACTION ITEM

Request:

Request approval of the Collective Bargaining Agreement between the City and Twin Falls Firefighters Local 1556.

Time Estimate:

10 minutes to review changes and respond to any questions.

Background:

City Administration and the Executive Board of Local 1556 began meeting in April to discuss a range of important topics. Over the past five months, we have held numerous productive discussions regarding health insurance, company staffing, physical fitness standards, and wages.

The following changes have been agreed upon by both negotiating parties and are presented for Council consideration:

- Section 35 - Hiring of Lateral Recruits: New section
- An update to Appendix A to reflect a 4% wage increase, which aligns with our competitive market adjustments. We remain mindful of the effects of inflation and labor shortages on our employees.

Approval Process:

A simple majority will approve this item.

Budget Impact:

All the changes to the agreement have been included in the FY 2025-2026 budget.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

The City and Local 1556 have enjoyed an excellent relationship for many years. The agreement has been reviewed and approved by both negotiating teams. It is the recommendation of City Staff and the Union Executive Board that this agreement be formally adopted by the Council to ratify the agreement.

Attachments:

1. 2024-2026 CBA Clean Copy

2. 2024-2026 CBA - Red Line



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 2025 to September 30, 2026

TABLE OF CONTENTS

SECTION 1 – FORMAL RECOGNITION	3
SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION	3
SECTION 3 – MANAGEMENT RIGHTS.....	3
SECTION 4 – PREVAILING RIGHTS	4
SECTION 5 – PERSONNEL REGULATIONS	4
SECTION 6 – PAYROLL DEDUCTIONS OF DUES	4
SECTION 7 – ASSOCIATION BUSINESS	4
SECTION 8 – TRAVEL EXPENSES	5
SECTION 9 – BULLETIN BOARDS	5
SECTION 10 – FAIR LABOR STANDARDS ACT.....	5
SECTION 11 – WORK PERIOD.....	5
SECTION 12 – OTHER PAY	6
SECTION 13 – VACATION AND HOLIDAYS.....	7
SECTION 14 – MEDICAL LEAVE	8
SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM.....	9
SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN.....	9
SECTION 17 – LONGEVITY PAY	11
SECTION 18 – ACCIDENT LEAVE	11
SECTION 19 – BEREAVEMENT LEAVE	11
SECTION 20 – MILITARY LEAVE.....	12
SECTION 21 – RETIREMENT FUND	12
SECTION 22 – SOCIAL SECURITY	12
SECTION 23 – DISABILITY INSURANCE	12
SECTION 24 – MANNING OF COMPANIES.....	13
SECTION 25 – SHIFT ASSIGNMENTS	13
SECTION 26 – TRADING OF SHIFTS.....	14
SECTION 27 – VACANCIES – PROMOTIONS	15
SECTION 28 – LATERAL RECRUITS.....	15
SECTION 29 – PERSONNEL REDUCTION.....	16

SECTION 30 – DISCIPLINE PROCEDURE.....	17
SECTION 31 – GRIEVANCE PROCEDURE.....	17
SECTION 32 – RESIDENCY REQUIREMENT	17
SECTION 33 – SAFETY PROGRAM.....	17
SECTION 34 – HEALTH AND WELLNESS.....	17
SECTION 36 – CLOTHING ALLOWANCE.....	20
SECTION 37 – EMPLOYEE GOLF RATES	20
SECTION 38 – PARKING.....	20
SECTION 39 – SAVING CLAUSE.....	20
SECTION 40 – APPENDICES AND AMENDMENTS.....	20
SECTION 41 – DURATION OF AGREEMENT	20
APPENDIX A	22
APPENDIX B	25
APPENDIX C	27

AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Deputy Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings. With the approval of the City Manager if an association member is conducting association business that is deemed mutually beneficial then he/she may be compensated by the Employer at a regular compensation rate for the duration of said business.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Early Relief. If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. Pre-Shift Briefing. Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. Temporary Assignment. In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. Out of Area Training. The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. Court Time. Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is schedule within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown below. The monthly accrual rate shall be determined according to the tenure of each fire fighter. Fire fighters working a 40-hour work week shall earn and use vacation leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

VACATION TABLE				
Tenure by Years	Annual Vacation Rate		Monthly Equivalent	
Years	Shifts	Hours	Shifts	Hours
0 – 9.999	7.5	180	0.625	15
10 – 14.999	9	216	0.75	18
15 + years	10.5	252	0.875	21

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 12 shifts. Each employee's vacation accrual record shall be reviewed for compliance with this section on the employee's annual anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by the department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – MEDICAL LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn medical leave in the amount of 9.333 hours per pay period. Fire fighters working a 40-hour work week shall earn and use medical leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's medical leave

shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, medical leave shall be defined as the absence from work of an employee due to personal illness/injury, or the serious illness/injury of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse, parents of the employee's spouse, or any other family member that the employee provides care for, .

As a matter of policy, the medical leave benefit shall be considered a privilege rather than a right of employment. Medical leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the medical leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the medical leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of medical leave pay for time not worked, when the employee's medical leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Medical leave may be accumulated if not used during the year earned, subject to a maximum accrual of 37.3333 shifts or 896 hours.

Medical leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused medical leave.

Medical leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN

The parties have agreed, as of April 1, 2023, to a medical expense retirement plan (MERP) as follows:

1) Defined Class of Employees Receiving Contributions

For Section 16 of this Agreement, the "Defined Class" of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the "MERP") of the IAFF Health and Wellness Trust (hereafter, the "Trust"), as set forth below, consists of all employees of City of

Twin Falls (hereafter, the “Employer”) represented by IAFF Twin Falls Firefighters Local 1556 (hereafter, the “Association”).

2) Employer Contribution Amount

The Employer and the Association agree that the Employer shall pay a mandatory contribution of \$75.00 per month on a pre-tax basis of every employee in the Defined Class who is covered by this Agreement represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement. No Employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

3) Employee Contribution Amount

The Employer and the Association agree that the Employer shall withhold a mandatory contribution of \$75.00 per month on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

4) Retirement-Health Care Savings Plan (Retirement Bank)

The Employer sponsored retirement-health care savings plan, commonly referred to as retirement bank, shall freeze and no additional contributions shall be made as of October 1st, 2023. All existing retirement banks shall be converted to a monetary equivalent of the balance of the bank multiplied by the employee’s hourly rate on September 30th, 2023. The balances will then be contributed into the member’s MERP account as budgeted on an annual basis until paid in full or it will be paid in full when an employee PERSI retires. The annual distribution amount will depend on the funds budgeted for by the Employer with the stated goal of a (5) five-year payout.

5) Reporting to Trust Office

The Employer shall electronically submit to the Trust office a monthly report of contributing employees for each contribution set to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

6) Hold Harmless and Liability Agreement

The Association and the members agree to hold the City harmless and indemnify the City from all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust. The Association and members shall be one hundred percent (100%) liable for all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust. The Association and members shall be liable

for all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust.

Under no circumstances whatsoever will the city be liable for direct pay of any Trust benefit to the members and/or retired members and/or their beneficiaries.

7) Continuation of Benefit

Any member in the defined class who is currently enrolled in IAFF MERP and promotes into a position outside of the Association, as outlined in SECTION 1 of this agreement, shall carry their existing MERP benefit as outlined under SECTION 16 of this agreement. Members will not be eligible to carry MERP and the City's provided VEBA once promoted out of the bargaining unit.

SECTION 17 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 18 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 5.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's medical leave.

SECTION 19 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to four(4) shifts of bereavement leave, subject to the approval of the Chief or Deputy Chief. Paid bereavement leave is subject to the following limitations:

- The bereavement leave benefit shall be granted no more than twice in any 12-month period January 1 – December 31st not to exceed 96 hours in total. In extraordinary circumstances, the City Manager may approve additional leave requests.
- With prior approval by the Chief or Deputy Chief the employee may elect to delay and or split the use of bereavement leave until services for the deceased are arranged and scheduled.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to bereavement leave.

SECTION 20 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part-time employee's return to work. Non-war time military leave shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or medical leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 21 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 22 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 23 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 24 – MANNING OF COMPANIES

Each shift will be composed of twelve (12) full-time paid career personnel dedicated to emergency response. The staffing configuration is as follows:

Stations 1, 2, and 3 will maintain a minimum staffing level of a Captain, a Driver/Operator, and a firefighter.

Station 4 will be staffed with one Driver/Operator.

Additional firefighters on duty may be assigned to other stations per operational requirements. Engine Companies will be staffed with a minimum of a Captain, Driver, and Firefighter. Engine Companies may split staffing to accommodate changes deemed necessary by Fire Department Administration, or On-Duty Fire Officers. Splitting staffing will not be a permanent frontline response model.

If split staffing occurs as noted above, the Association and Fire Department Administration shall meet within ten (10) days to discuss a solution for the temporary staffing model, until the circumstances are mitigated or resolved.

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

SECTION 25 – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.

2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Medical Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter	Driver (Rover)
Firefighter Rover	Firefighter	Firefighter
	Firefighter	

SECTION 26 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the

Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 27 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 28 – LATERAL RECRUITS

A. Hiring of Lateral Recruits

1. The qualifications for Lateral recruit firefighter shall be:
 - a. Must be 18 years of age or older.
 - b. Must have High School Diploma or equivalent.
 - c. State of Idaho EMT-B or NREMT EMT-B or higher scope of practice.
 - d. IFSAC or ProBoard Firefighter 1 or accredited equivalency.
 - e. IFSAC or ProBoard Firefighter 2 or accredited equivalency.
 - f. Minimum of 1 year as a career firefighter for any city, county, district, political subdivision or military occupational specialty.

B. Lateral Recruit Firefighter Pay

Lateral firefighters may be eligible for a maximum of 5 years of career firefighting experience in terms of compensation. Years of credit are counted as 12 full months in service. Lateral years of credit do not apply to vacation selection picks, station assignment selection, or longevity.

After successful completion of the academy, Lateral Recruit firefighters will move into any of the potential position/salary steps in accordance with Appendix A of the Collective Bargaining Agreement (CBA): Firefighter 1, Firefighter 1 + 3 years, Firefighter II, Senior Firefighter

SECTION 29 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,
- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain medical leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION 30 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION 31 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION 32 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within forty (40) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION 33 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION 34 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be

returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	

Other items may be ordered at the doctor's discretion.

SECTION 35 – PHYSICAL FITNESS EVALUATION

A. Annual Fitness Evaluation – Cardio Sub-Maximal Fitness Exam (CSFE):

The parties agree that all employees subject to operations shall participate in an annual fitness evaluation and an annual health evaluation. Employees will be scheduled for the fitness evaluation first and the health evaluation second. The results of the fitness evaluation may be provided to the medical providers for the overall care of the employee.

1. The parties agree that an annual fitness evaluation for all employees subject to operations shall be mandatory.
2. The parties agree that the standards required for the fitness evaluation shall be consistent with the IAFF/IAFC and NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, as it pertains to metabolic output standards currently or as it may be amended in the future. The parties will confer should the IAFF/IAFC and/or NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, change or cause to be changed the metabolic output standards.
3. The parties agree that failing to pass the metabolic output standards during the fitness evaluation will subject an employee to the procedures and standards outlined in the section titled Annual Fitness Evaluation Matrix.
4. The parties agree that the annual fitness evaluation will be administered by health professionals agreed to by both parties and that representatives of the selected health professional(s) shall be considered equal in authority for the purposes of administering the CSFE.
5. The parties agree that the evaluation shall take into consideration that there may be temporary nondebilitating conditions that may not represent a liability to an employee, a crew, or the department but that otherwise affect performance on the evaluation. Participation in these components shall continue to be non-punitive. The department retains the authority to address this circumstance by requiring a medical evaluation of the employee by a health care professional when recommended.

B. Annual Fitness Evaluation Matrix

This matrix assumes the development process if employees meet under the 12 Mets standards as defined in NFPA 1582 Sections 8.2 through 8.2.2.1.4, 2018 edition. Counseling to members regarding fitness development shall be done by the health professionals providing the CSFE until we have employees complete and become Peer-Fitness Trainer (PFT) certified, then members will be counseled by both health care professionals and PFT's. Once PFT's are in place then they will develop prescribed aerobic fitness program as required by NFPA 1582 Sections 8.2.2.1.3, 2018 edition.

8.2.1 A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program.

8.2.1.1 All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessment.

8.2.2 The mandatory fitness evaluation shall include a mandatory pre-evaluation procedure and the components in 8.2.2.1 through 8.2.2.4.

8.2.2.1 An evaluation of aerobic capacity shall be performed after the pre-evaluation procedure or an appropriate medical evaluation if deemed necessary.

8.2.2.1.1 Testing shall be conducted using an appropriate maximal or submaximal protocol. (*See NFPA 1582 C.2.1 and C.2.1.1*) "Bicycle ergometry is not appropriate because it underestimates true aerobic capacity and is not work-task specific.

8.2.2.1.2 At levels below 12 METs, a firefighter shall be counseled to improve his/her fitness.

8.2.2.1.3 At levels below 10 METs, participation in prescribed aerobic fitness program shall be required. A retest of all individuals at or below the 10 MET marker shall occur within 6 months following the initial test. The intent of the follow up test is to aid in evaluating following the initial test progress made by the individual and the need of any changes to the fitness program.

8.2.2.1.4 At levels at or below 8 METs, a prescribed aerobic fitness program shall be required, a cardiac stress test may be required, and the AHJ shall be advised to consider restriction from essential job tasks, as listed in *NFPA 1582 Section 9.1.3 (1,2,4,5,6,7,8,9 and 13)*, if the employer's contracted physician recommends unfit for duty.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks due to fitness, the employee is expected to continue in the prescribed aerobic fitness program, until cleared to return to full duty by a qualified medical professional. If the employee is not assigned to light duty he or she may use accrued sick and vacation leave until he or she is cleared by a medical professional.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks, due to an injury, illness, or disability, then he or she will not be allowed to return to duty until cleared to do so by a medical profession. Documentation of such injury or illness, the use, and consequences of sick, or vacation usage, shall occur per the department's procedures.

A retest of all individuals at or below the 8 MET marker shall occur on a schedule and program developed by the qualified medical professional, and their personal fitness advisor (CPT Certified personal trainer, CSCS certified strength and conditioning specialist, Peer Fitness Advisor) with regards to the needs of the individual. The intent of the follow up test(s) is to aid in evaluating the progress made by the individual and the need of any changes to the fitness program.

If an employee has a blatant unwillingness to participate in this mandatory fitness program, then he or she may be subjected to disciplinary actions, up to and including termination.

In addition, an hour of physical fitness per 24-hour shift for all operational personnel shall be required, if all operational and fatigue management needs are met.

SECTION 36 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 37 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 38 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 39 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 40 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 41 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2025 and shall remain in full force and effect until the 30th day of September 2026. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 2025

The pay table below reflects a 4% increase in the monthly salaries from the previous CBA.

<u>Position</u>	<u>Requirements</u>	<u>Monthly Salary</u>
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 4,526
FIREFIGHTER 1	1 year in position - TFFD Firefighter 1 Certification	\$ 4,888
FIREFIGHTER 1 + 3 years	3 years in position - Firefighter 1 Certification	\$ 5,130
FIREFIGHTER II	2 years with TFFD - TFFD Firefighter 1 - TFFD Firefighter 2 - Swing Up Driver	\$ 5,567
SENIOR FIREFIGHTER	5 years with TFFD - Fire Instructor 1	\$ 5,804
DRIVER	3 years with TFFD - TFFD Firefighter 2 - Driver's Academy Certificate	\$ 6,327
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 6,783
CAPTAIN	5 years with TFFD - TFFD Fire Officer 1 certification 2 years as Swing Up Driver	\$ 7,584
SENIOR CAPTAIN	5 years in position - TFFD Swing Up Battalion Chief	\$ 7,963

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payments provided that the minimum training and participation requirements have been met. Failure to meet the minimum training and participation requirements will result in the removal of Extra Duty Pay. This will be measured by the Training Captain and reported to the Chief every 6-months.

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
- Hazmat Team Members (Maximum of 12 members)
- Technical Rescue Team Members (Maximum of 12 members)

- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing with the start of the sixth consecutive year of service. For the purposes of longevity pay, an employee's anniversary date is determined by his or her completed years of service as of December 31st of each calendar year. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 5) All TFFD certifications (ex. Firefighter 1, Firefighter 2, etc.) will refer back to the respective departmental policy regarding that certification process.
- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and medical leave banks shall be converted from Fire to General banks using the following multipliers:

Fire Vacation accruals multiplied by 0.6666

Fire Medical accruals multiplied by 0.3335

Leave accruals for medical and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and medical banks shall be converted from general to fire banks using the following divisors:

General vacation accruals divided by 0.6666

General medical accruals divided by 0.3335

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the “Notice of proposed Disciplinary Action” on a form from the Personnel Office. The “Notice” shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The “Notice” shall be signed by the Department Head and the employee must acknowledge receipt of the “Notice” by signing the form. The employee shall be provided with a copy of the “Notice” along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) Appeal: An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a “Notice of Appeal” to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer



CITY OF TWIN FALLS

AND

TWIN FALLS FIRE FIGHTERS LOCAL 1556

Collective Bargaining Agreement

October 1, 20254 to September 30, 2026

TABLE OF CONTENTS

SECTION 1 – FORMAL RECOGNITION	3
SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION	3
SECTION 3 – MANAGEMENT RIGHTS.....	3
SECTION 4 – PREVAILING RIGHTS	4
SECTION 5 – PERSONNEL REGULATIONS	4
SECTION 6 – PAYROLL DEDUCTIONS OF DUES	4
SECTION 7 – ASSOCIATION BUSINESS	4
SECTION 8 – TRAVEL EXPENSES	5
SECTION 9 – BULLETIN BOARDS	5
SECTION 10 – FAIR LABOR STANDARDS ACT.....	5
SECTION 11 – WORK PERIOD.....	5
SECTION 12 – OTHER PAY.....	6
SECTION 13 – VACATION AND HOLIDAYS.....	7
SECTION 14 – MEDICAL LEAVE	8
SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM.....	9
SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN	9
SECTION 17 – LONGEVITY PAY	11
SECTION 18 – ACCIDENT LEAVE	11
SECTION 19 – BEREAVEMENT LEAVE	11
SECTION 20 – MILITARY LEAVE.....	12
SECTION 21 – RETIREMENT FUND	12
SECTION 22 – SOCIAL SECURITY	12
SECTION 23 – DISABILITY INSURANCE	12
SECTION 24 – MANNING OF COMPANIES.....	13
SECTION 25 – SHIFT ASSIGNMENTS	13
SECTION 26 – TRADING OF SHIFTS.....	14
SECTION 27 – VACANCIES – PROMOTIONS	15
SECTION 28 – LATERAL RECRUITS	15
SECTION 29 – PERSONNEL REDUCTION.....	16

SECTION 30 – DISCIPLINE PROCEDURE.....	17
SECTION 31 – GRIEVANCE PROCEDURE.....	17
SECTION 32 – RESIDENCY REQUIREMENT	17
SECTION 33 – SAFETY PROGRAM.....	17
SECTION 34 – HEALTH AND WELLNESS.....	17
SECTION 36 – CLOTHING ALLOWANCE.....	20
SECTION 37 – EMPLOYEE GOLF RATES.....	20
SECTION 38 – PARKING.....	20
SECTION 39 – SAVING CLAUSE.....	20
SECTION 40 – APPENDICES AND AMENDMENTS.....	20
SECTION 41 – DURATION OF AGREEMENT	20
APPENDIX A	23
APPENDIX B	26
APPENDIX C	28

AGREEMENT

This Agreement is entered into by and between the CITY OF TWIN FALLS, IDAHO, hereinafter referred to as the EMPLOYER, and LOCAL 1556 INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the ASSOCIATION.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Association:

- a) to maintain and increase individual productivity and quality of services;
- b) to express the complete agreement between the parties on wages, hours and conditions of employment;
- c) to prevent any interruptions of work and interference with the efficient operation of the Fire Department; and,
- d) to confirm an orderly procedure for the resolution of grievances.

SECTION 1 – FORMAL RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent for all employees of the Fire Department except the Fire Chief, Deputy Chief, Battalion Chiefs, Fire Marshal, and Administrative Assistant, pursuant to the terms of Idaho Code Sections 44-1801 through 44-1811, inclusive. The Association recognizes the City Manager and the City Council, acting through their appointed committees, as the only legal and binding authority of the Employer.

SECTION 2 – ASSOCIATION MEMBERSHIP/DISCRIMINATION

Membership in the Association is voluntary and is governed by Association by-laws. The Employer agrees not to discriminate against any employee for his/her activity in behalf of, or membership in, or non-membership in the Association. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, national origin, gender, religion, physical limitation, or sexual orientation.

SECTION 3 – MANAGEMENT RIGHTS

It is further recognized by the Association that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Fire Department in all of its various aspects including, but not limited to, the right to direct the working forces; to plan, direct and control all the operations and services; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted, to assign and transfer employees, to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased, to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or documented personnel issue; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment or facilities. The Employer reserves the right to contract for any or all fire related services; however, the Employer agrees not to implement a contract for suppression services without written notification to the Association at least 160 calendar days prior to the beginning of a fiscal year.

SECTION 4 – PREVAILING RIGHTS

All written and agreed upon rights, privileges, and working conditions enjoyed by the employees at the present time, and are not included in this Agreement, shall remain in full force, unchanged and unaffected in any matter, during the term of this Agreement unless changed by mutual consent of the Employer and the Association. In the event a right, privilege or working condition is inadvertently omitted or cannot be mutually agreed upon, it may be subject to the grievance procedure. If a prevailing right conflicts with a provision of the Fair Labor Standards Act, as regulated by the Department of Labor or interpreted by the courts, the standard established by the Fair Labor Standards Act shall prevail.

SECTION 5 – PERSONNEL REGULATIONS

The Association agrees that its members shall comply in full with all Fire Department Rules and Regulations, including Standard Operating Procedures and/or Guidelines, as are currently in effect and as may be modified by the Chief during the term of this Agreement. Modifications to the Rules and Regulations or Standard Operating Procedures and/or Guidelines shall be given an opportunity to offer suggestions prior to the implementation. The Association may submit, at any time, recommendations for modifications to Rules and Regulations, including Standard Operating Procedures and/or Guidelines, to the Employer's authorized agent for their evaluation, review and consideration for adoption. Changes in the rules and regulations including Standard Operating Procedures and/or Guidelines, during the term of this agreement shall be subject to the grievance process.

The provisions of city of Twin Falls Employee Handbook, as amended from time to time by the City Council, shall apply except where there is a conflict with the provisions of this agreement. In the case of a conflict, the terms and conditions of this agreement shall prevail.

SECTION 6 – PAYROLL DEDUCTIONS OF DUES

The Employer agrees to deduct, once each month, dues only, in the amount certified to be current by the Secretary-Treasurer of the Association from the pay of those employees who individually request in writing that such deductions be sent to the Treasurer of the Association.

The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this article.

SECTION 7 – ASSOCIATION BUSINESS

Employees elected to Association office shall be granted reasonable time off to perform their local Association functions with the Employer. In addition, as many as three (3) members of the negotiating team shall be allowed time off up to six (6) shifts per person for all meetings which shall be mutually agreed upon by the Employer and the Association. Upon mutual agreement, further time for negotiations may be allowed.

The members of the Association may take approved hours off for Association business authorized by Association officers, in accordance with the departmental regulations. This time will be paid back at the end of each quarter year from an equal allotment of vacation hours from each Association member. With the approval of the Fire Chief, the Association may use the main fire station for Association business meetings. With the approval of the City Manager if an association member is conducting association business that is deemed mutually beneficial then he/she may be compensated by the Employer at a regular compensation rate for the duration of said business.

SECTION 8 – TRAVEL EXPENSES

All members of the Association who are authorized to travel on official City business shall be reimbursed for actual expenses incurred in the course of conducting the business in accord with the policies established by the City's travel policy. Entertainment or other personal expenses not directly involved in the conduct of City business are not reimbursable.

SECTION 9 – BULLETIN BOARDS

The Employer agrees to furnish space for one suitable bulletin board to be supplied by the Association in a convenient place in each fire station. The Association shall limit its posting or notices and bulletins to such bulletin boards for the purpose of posting notices of Association meetings, Association elections, Association election returns, Association appointments to office and Association recreational or social affairs. Such notices shall first be approved by the Association officers. The Association agrees to limit the posting of such notices to its bulletin board space. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

SECTION 10 – FAIR LABOR STANDARDS ACT

It is recognized by both parties that the Employer must comply with the requirements of the Fair Labor Standards Act. Unless otherwise covered by this agreement, it is the intention of the employer to comply with the minimum standards required by the law.

SECTION 11 – WORK PERIOD

Both parties covered by this agreement have elected to establish an alternative work period as allowed under Section 7(K) of the Fair Labor Standards Act.

Each work period shall commence at 8:00 A.M. and end twenty-four (24) days later. The work period selected for Section 7(K) purposes is not to be confused with the pay period or tour of duty. The term work period simply refers to the 24-day period used to compute the overtime due under Section 7(K).

After an initial training period, during which the new employee will work a 40-hour work week, the regular tour of duty for suppression personnel shall be one (1) rotating forty-eight (48) hour on-duty shift followed by ninety-six (96) hours off duty.

Exception: When staffing levels are less than a number that allows for equal placement on all three shifts, an alternate schedule will be used for employees not assigned to shifts A-C, as described below. The intent of this alternate shift schedule is to allow equal shift coverage when Full Time Equivalents are not divisible by three increments.

24 Hour D and E Shift

Alternate Shift Schedule One (D-shift) (*repeating three week):

Monday, Wednesday

Monday, Thursday

Monday, Tuesday, and Friday

**Every 168 days the Monday, Thursday cycle is changed to a Monday, Wednesday cycle during this work week. This allows Pay cycles to be consistent.*

										OFF	ADD			
1	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun

Alternate Shift Schedule Two (E-shift) (* repeating every three weeks):

Tuesday, Thursday

Tuesday, Friday

Wednesday, Thursday, and Saturday

**Every 168 days the Tuesday, Friday schedule adds a Sunday and the following week, is a Thursday Friday schedule and the Wednesday is an off-day. This allows Pay cycles to be consistent.*

					ADDED			OFF						
1	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon

In order to assure compliance with the Fair Labor Standards Act, time sheets will be provided by the Employer and completed by the employee on a daily basis. Time sheets shall reflect all hours worked and all hours paid but not worked, such as medical leave or vacation.

Appendix A to this agreement shall set forth the Pay Schedule.

SECTION 12 – OTHER PAY

- Overtime. All overtime shall be administered in accordance with the Fair Labor Standards Act. The salary stated in Appendix A shall include straight time pay for 182 hours in a 24-day work period. Hours worked in excess of 182 hours in a 24-day work period shall be compensated at 1 ½ times the regular hourly rate. All absences from work, except excused hours, vacation, and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.
- Emergency and Non-Emergency Call Back Pay. Employees called back to work for emergency or non-emergency duty, as determined by the Chief, or his designee, shall be paid at a rate equal to 1 ½ times their normal hourly rate for a minimum of two (2) hours.

- c. Hold-over Pay. Employees held on shift extension shall be paid for actual hours worked in accordance with Section 12(a).
- d. Early Relief. If an employee chose to voluntarily arrive early for a shift, that employee can relieve another employee on a previous shift if both agree with no changes to either employees' compensation. Employees are not required to provide early relief.
- e. Pre-Shift Briefing. Employees who spend any amount of time prior to their shift receiving necessary and useful information necessary for performing their duties or preparing activities necessary to start working their shift will be compensated for such time if such time spent is routinely more than 15 minutes.
- f. Temporary Assignment. In order to maintain continuity within a station or shift, any forecasted vacancy of greater than four (4) consecutive tours at the positions of Driver/Operator or Captain will be filled with a temporary assignment. The individual fulfilling the duties of the higher position will be paid an hourly adjustment equal to the starting pay of the temporarily assigned position or 5% above the current salary of the assigned employee, whichever is greater.
- g. Portal to Portal. Any employee who is detailed out on contracted work including but not limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho, etc., shall be compensated, portal to portal.
- h. Out of Area Training. The standard for pay shall be the number of hours that would have been worked if not for the training or the total number of hours accrued during the training and travel whichever is greater.

Example: Employee is scheduled to work a Tuesday and Wednesday 48-hour tour, but instead, attends an out of area training Monday through Friday for a total class and travel time of 42 hours. The employee will be compensated for the 48 hours regularly scheduled time. Conversely if the training and travel time totaled 54 hours the Employee would be compensated for 54 hours. Overtime will be paid in accordance with Section 12(a).
- i. Court Time. Employees called to attend or appear at any work-related court hearing during off-duty hours shall be compensated in accordance with Section 12 (b). If more than one court hearing is schedule within the two-hour minimum, no additional compensation will be granted. If, however, the total time spent exceeds the two-hour period, actual hours worked will then be compensated.

SECTION 13 – VACATION AND HOLIDAYS

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, shall earn vacation leave based on the monthly accrual rate shown below. The monthly accrual rate shall be determined according to the tenure of each fire fighter. Fire fighters working a 40-hour work week shall earn and use vacation leave in accordance with the provisions of the Twin Falls Employee Handbook, as amended.

VACATION TABLE				
Tenure by Years	Annual Vacation Rate		Monthly Equivalent	
Years	Shifts	Hours	Shifts	Hours
0 – 9.999	7.5	180	0.625	15
10 – 14.999	9	216	0.75	18
15 + years	10.5	252	0.875	21

A new employee's vacation shall start to accrue on the first day of the calendar month that is nearest to his/her date of starting full-time regular employment.

Regular days off shall not be computed as full working days when falling within any continuous vacation period. If an employee is eligible for the holiday benefit, holidays falling within the vacation will not be counted as part of the vacation.

The maximum vacation accrual shall be 12 shifts. Each employee's vacation accrual record shall be reviewed for compliance with this section on the employee's annual anniversary date.

Employees may utilize their allowance of annual leave on the basis of an application approved by the department head subject to the right of the department head to plan the work under his/her control and to authorize absences only at such time as the employee can best be spared. Vacation shall be deducted from the employee's accrued balance, based on the hours of vacation used during the work period. If an employee's vacation balance is not sufficient to cover the leave, Payroll shall deduct monies from their paycheck in an amount equal to the deficiency. The use of vacation prior to its accrual shall be viewed as abuse and subject to disciplinary action.

When leaving the services of the City, an employee shall be paid for accrued vacation time not taken.

Holidays shall be New Year's Day, Dr. Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day, and Christmas Eve when Christmas Eve falls on a Monday, Tuesday, Wednesday, or Thursday. When Christmas Eve falls on a Friday, Saturday or Sunday, the holiday shall not be granted. In lieu of the holiday benefit, fire fighters shall be credited 12 hours of additional vacation leave per holiday. Additional holidays granted to other City employees shall be compensated at the hourly equivalent per holiday (one-half day = 6 hours, full day = 12 hours).

SECTION 14 – MEDICAL LEAVE

Each regular, full-time fire fighter working a 24-day work period as described in Section 11, will earn medical leave in the amount of 9.333 hours per pay period. Fire fighters working a 40-hour work week shall earn and use medical leave benefits in accordance with the provisions of Twin Falls Employee Handbook, as amended.

An employee shall be considered as having completed a month of service if he/she appears on the payroll nine or more working shifts in a month. For the purpose of this section, each shift on duty in the Fire Department will be considered as one working day. A new employee's medical leave

shall start to accrue on the first day of the calendar month nearest to the date of starting full-time regular employment.

For the purposes of this agreement, medical leave shall be defined as the absence from work of an employee due to personal illness/injury, or the serious illness/injury of an immediate family member requiring the employee's attendance. Immediate family shall be defined as spouse, children, parents of the employee and employee's spouse, parents of the employee's spouse, or any other family member that the employee provides care for, .

As a matter of policy, the medical leave benefit shall be considered a privilege rather than a right of employment. Medical leave may be used as allowed in this agreement, but for no other purpose. Any abuse of the medical leave benefit shall result in strict disciplinary action and potential termination.

When an employee finds it necessary to use the medical leave privilege, the employee shall report the fact to the department head or supervisor in accordance with departmental policy. The department head shall require a doctor's release prior to allowing an employee to return to work or prior to the authorization of medical leave pay for time not worked, when the employee's medical leave record indicates a health problem, susceptibility to recurring illness or frequent serious illness in the employee's family.

Any member of the Association who is temporarily incapacitated as a result of a non-work related illness or injury and who has a limited-duty statement from his/her doctor may be allowed to return to work to perform duties as assigned by the Chief.

Medical leave may be accumulated if not used during the year earned, subject to a maximum accrual of 37.3333 shifts or 896 hours.

Medical leave may not be taken in advance of the period earned. Family Medical Leave or Leave of absence without pay may be allowed as provided in this agreement. When leaving the services of the City, an employee shall not receive pay for any unused medical leave.

Medical leave may not be used for lost time resulting from work-related injuries.

SECTION 15 – FAMILY MEDICAL COVERAGE PROGRAM

Family medical coverage shall be provided in accordance with the program described in Twin Falls Employee Handbook.

SECTION 16 – MEDICAL EXPENSE RETIREMENT PLAN

The parties have agreed, as of April 1, 2023, to a medical expense retirement plan (MERP) as follows:

1) Defined Class of Employees Receiving Contributions

For Section 16 of this Agreement, the "Defined Class" of employees receiving contributions to the Medical Expense Reimbursement Plan (hereafter, the "MERP") of the IAFF Health and Wellness Trust (hereafter, the "Trust"), as set forth below, consists of all employees of City of

Twin Falls (hereafter, the "Employer") represented by IAFF Twin Falls Firefighters Local 1556 (hereafter, the "Association").

2) Employer Contribution Amount

The Employer and the Association agree that the Employer shall pay a mandatory contribution of \$75.00 per month on a pre-tax basis of every employee in the Defined Class who is covered by this Agreement represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement. No Employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

3) Employee Contribution Amount

The Employer and the Association agree that the Employer shall withhold a mandatory contribution of \$75.00 per month on a pre-tax basis from the pay of every employee in the Defined Class who is a member of the bargaining unit represented by the Association and shall transmit such contributions to the Trust pursuant to the requirements in Number 5 of Section 16 of this Agreement.

No employee in the Defined Class shall be permitted to opt-out of the mandatory contributions or receive any portion of the contribution in cash.

4) Retirement-Health Care Savings Plan (Retirement Bank)

The Employer sponsored retirement-health care savings plan, commonly referred to as retirement bank, shall freeze and no additional contributions shall be made as of October 1st, 2023. All existing retirement banks shall be converted to a monetary equivalent of the balance of the bank multiplied by the employee's hourly rate on September 30th, 2023. The balances will then be contributed into the member's MERP account as budgeted on an annual basis until paid in full or it will be paid in full when an employee PERSI retires. The annual distribution amount will depend on the funds budgeted for by the Employer with the stated goal of a (5) five-year payout.

5) Reporting to Trust Office

The Employer shall electronically submit to the Trust office a monthly report of contributing employees for each contribution set to the Trust, in the format requested by the Trust, and received by the Trust Office within five (5) days of receipt of the contribution funds.

The Employer shall also provide an initial report of information for all contributing employees, as reasonably requested by the Trust; and shall send updates to this information to the Trust Office whenever the Employer has notice of changes to the information.

6) Hold Harmless and Liability Agreement

The Association and the members agree to hold the City harmless and indemnify the City from all liability claims, demands, lawsuits, and/or losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust. The Association and members shall be one hundred percent (100%) liable for all liabilities inclusive of any federal, state, or local agency determination regarding any liabilities that arise out of the Trust. The Association and members shall be liable

for all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust.

Under no circumstances whatsoever will the city be liable for direct pay of any Trust benefit to the members and/or retired members and/or their beneficiaries.

7) Continuation of Benefit

Any member in the defined class who is currently enrolled in IAFF MERP and promotes into a position outside of the Association, as outlined in SECTION 1 of this agreement, shall carry their existing MERP benefit as outlined under SECTION 16 of this agreement. Members will not be eligible to carry MERP and the City's provided VEBA once promoted out of the bargaining unit.

SECTION 17 – LONGEVITY PAY

Item 6 of Appendix A describes the longevity pay.

SECTION 18 – ACCIDENT LEAVE

Whenever a member of the Fire Department sustains a work-related injury, the Accident Leave benefit, in accordance with Section 5.9 of Twin Falls Employee Handbook, may apply.

Any member of the Association who is eligible to receive compensation from the State Insurance Fund and receives a limited-duty statement from their physician may be expected to return to work to perform duties as assigned. The temporary reassignment may be in another department and may include a change in the regular tour of duty. Refusal to accept bona fide limited-duty work may be cause for the State Insurance Fund to discontinue Workman's Compensation benefits.

Accident Leave granted during the time a fire fighter is unable to perform his/her duties until he/she begins to receive benefits from the Fire Fighter's Retirement Fund, shall not exceed a period of twelve (12) months. It shall consist of full City pay less any compensation paid under the Workman's Compensation laws. Said Accident Leave time shall not be deducted from an employee's medical leave.

SECTION 19 – BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the employee may be granted up to four(4) shifts of bereavement leave, subject to the approval of the Chief or Deputy Chief. Paid bereavement leave is subject to the following limitations:

- The bereavement leave benefit shall be granted no more than twice in any 12-month period January 1 – December 31st not to exceed 96 hours in total. In extraordinary circumstances, the City Manager may approve additional leave requests.
- With prior approval by the Chief or Deputy Chief the employee may elect to delay and or split the use of bereavement leave until services for the deceased are arranged and scheduled.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to bereavement leave.

SECTION 20 – MILITARY LEAVE

The City will comply with all aspects of the Uniformed Services Employment and Reemployment Rights Act (USERRA) as prescribed by Federal Law.

Employees who are called for military training or service shall be granted a leave of absence, without pay, during the actual duration of such services. The department head may hire a temporary employee to take the place of employees on military leave. The temporary employee shall be terminated upon the full or part-time employee's return to work. Non-war time military leave shall be limited to six (6) months unless extension is granted by the City Council.

Employees enlisted in the Idaho National Guard or organized reserve corps shall be entitled to military leave with one-half (1/2) pay for a period not to exceed 12 working shifts per year subject to review and approval of the department head and City manager. Military leave will not affect vacation or medical leave. Military leave with one-half (1/2) pay will not be granted until an employee has completed at least 12 months continuous employment with the City prior to such leave. An employee may at his or her option, use vacation to make up the difference between City military pay and the employee's regular rate of pay.

SECTION 21 – RETIREMENT FUND

The City shall pay the Employer's contribution as established by the retirement system. Mandatory increases in the Employer's retirement rate set during the term of the agreement shall be paid by the City.

SECTION 22 – SOCIAL SECURITY

Following the Referendum B vote of July 16, 2012, which was held in accordance with 42 U.S.C 418(d), where a majority of the members of the Twin Falls fire fighters voted to withdraw from the Social Security Act, the City of Twin Falls has agreed with Twin Falls Fire Fighter's Local 1556 that it shall, in lieu of paying Social Security employer contributions to the Internal Revenue Service on behalf of each employee, contribute the equivalent amount (currently 6.2%), as calculated for all other employees of the City of Twin Falls, into the PERSI Choice Plan as long as each fire fighter contributes a matching contribution of a minimum of one percent (1%).

SECTION 23 – DISABILITY INSURANCE

Should the City of Twin Falls discontinue offering Standard long-term disability insurance, or an equivalent long-term disability benefit as is currently provided to all employees, the City agrees to provide a minimum ninety (90) day notice to the Association, at which time its members can elect to use a portion of their rebated Social Security premium to offset the costs.

SECTION 24 – MANNING OF COMPANIES

Each shift will be composed of twelve (12) full-time paid career personnel dedicated to emergency response. The staffing configuration is as follows:

Stations 1, 2, and 3 will maintain a minimum staffing level of a Captain, a Driver/Operator, and a firefighter.

Station 4 will be staffed with one Driver/Operator.

Additional firefighters on duty may be assigned to other stations per operational requirements. Engine Companies will be staffed with a minimum of a Captain, Driver, and Firefighter. Engine Companies may split staffing to accommodate changes deemed necessary by Fire Department Administration, or On-Duty Fire Officers. Splitting staffing will not be a permanent frontline response model.

If split staffing occurs as noted above, the Association and Fire Department Administration shall meet within ten (10) days to discuss a solution for the temporary staffing model, until the circumstances are mitigated or resolved.

In case of injury, illness or other uncontrollable circumstance, the shift may drop below minimum staffing levels. The Fire Chief or his designee will take necessary actions to bring staffing levels back to twelve personnel, within a four (4) hour period, utilizing any qualified personnel (WOC included). This shall include mandating qualified personnel to report for duty.

In addition to the above assignments a Captain will be assigned to the Training Division and Training Officer position per the department S.O.P.

SECTION 25 – SHIFT ASSIGNMENTS

The Battalion Chiefs can change any position or station assignments or shift assignments for department operational and functional needs. The intent of this section is to allow Battalion Chiefs to make changes to station assignments to meet the operational need of staffing for technical and operational needs or improve a personnel situation. Personnel situations include, but are not limited to, personnel conflicts, disciplinary actions, and department cohesiveness. When possible, a 30-day notice of shift change will be provided to all affected employees. Station assignments will be made at the discretion of the Battalion Chief. Regular employees moving shifts shall be exempt from the vacation selection (double-up rules) restrictions for the remainder of that calendar year. This rule does not apply to introductory employees. The exemption of vacation selection rules will not apply when the exemption would require another employee to work the holiday on overtime. However, if another employee is willing to work the holiday, the employee being moved will be allowed to keep the holiday off, even if it requires overtime.

Annual Station Assignment Selection Process:

1. Prior to shift assignment selection all shifts will meet with their BC to consult about shift needs.

2. Station assignment selection will be conducted annually on each shift, in October to coincide with vacation selection. Assignments will become effective January 1st.
3. The Association will be responsible for the station selection process and must be conducted identically on each shift.
4. Station assignments will be selected based on time in grade. Time in grade will be defined as date of promotion to Captain, Driver, and Firefighter.
5. Short term coverage required by members on the same shift and same rank for Vacations, Medical Leave, Airport Rotation, or any other reason will be filled by a rover position when possible.
6. When short term coverage requiring use of swing-up personnel is necessary, the vacancy generally will be filled with qualified personnel from the station where the vacancy occurs. Occasionally it may be necessary to move personnel from another station to achieve desired qualification requirements.
7. The intent is to equally distribute these swing-up opportunities with the least station movement possible.
8. New hire firefighters will be assigned to the shift with a vacancy and will spend their probationary period on this shift.

Position Assignments:

Station 1:	Station 2:	Station 3:
Captain	Captain	Captain
Driver	Driver	Driver
Firefighter	Firefighter	Driver (Rover)
Firefighter Rover	Firefighter	Firefighter
	Firefighter	

SECTION 26 – TRADING OF SHIFTS

For purposes of this agreement, trading of shifts (time trades) shall be considered a prevailing right, subject to several restrictions established by the Fair Labor Standards Act.

- 1) Employees who trade time must voluntarily agree to the trade. It cannot be initiated or mandated by the employer.
- 2) All shift trading will require prior approval.
- 3) The trade must be between two employees who have the same qualifications and be able to act in the same capacity as each other's rank or assignment. Example: If a Driver/Operator wants to trade with a Captain he must retain the qualifications to be a Captain (must already be a "swing-up" Captain). The Captain can trade with the

Driver/Operator based on the fact that he had held the position prior and therefore is qualified.

As a result of the 1985 Amendments, if two employees trade hours pursuant to Section 7(p)(34) of the FLSA, each employee will be credited as if he or she had worked his or her normal work schedule. Any time worked beyond the normal work schedule will be credited to the working employee and compensation will be paid accordingly to that employee. If the employee designated to work an approved time trade fails to report for duty for any reason, the employee who is to receive credit as if he or she had worked their normal work schedule will, instead, have the hours deducted from their vacation balance.

SECTION 27 – VACANCIES – PROMOTIONS

When a regular full-time vacancy occurs in any position covered by this agreement, the Employer shall review the position in accordance with its responsibilities as stated in Section 3 (Management Rights) and the status of the fiscal year budget. If the decision is made to fill the position, then it shall be filled in a reasonable period of time. Filling of vacancies shall be accomplished in accordance with the department standard operating procedure (S.O.P.).

The employer shall conduct an evaluation, on a two-year interval, for the promotional positions of Operator/Driver and Captain. The schedule shall be developed with Association input. As a result of the evaluation, an eligibility list shall be posted for each position with each applicant placed on the list in ranked order. All lists will expire after two years or if all eligible applicants have been appointed. If an applicant has been through a promotional process multiple times, the most recent score will be used to determine their ranking on the promotional list. If two or more applicants end up with the same score following the evaluation, Departmental seniority will be used to determine ranking on the list.

SECTION 28 – LATERAL RECRUITS

A. Hiring of Lateral Recruits

1. The qualifications for Lateral recruit firefighter shall be:

- a. Must be 18 years of age or older.**
- b. Must have High School Diploma or equivalent.**
- c. State of Idaho EMT-B or NREMT EMT-B or higher scope of practice.**
- d. IFSAC or ProBoard Firefighter 1 or accredited equivalency.**
- e. IFSAC or ProBoard Firefighter 2 or accredited equivalency.**
- f. Minimum of 1 year as a career firefighter for any city, county, district, political subdivision or military occupational specialty.**

B. Lateral Recruit Firefighter Pay

Lateral firefighters may be eligible for a maximum of 5 years of career firefighting experience in terms of compensation. Years of credit are counted as 12 full months in service. Lateral years of credit do not apply to vacation selection picks, station assignment selection, or longevity.

After successful completion of the academy, Lateral Recruit firefighters will move into any of the potential position/salary steps in accordance with Appendix A of the Collective Bargaining Agreement (CBA): Firefighter 1, Firefighter 1 + 3 years, Firefighter II, Senior Firefighter

SECTION 298 – PERSONNEL REDUCTION

If the Employer finds it necessary to reduce Fire Department positions, the employee with the least service time shall be the first discharged in accordance with procedure outlined below.

If positions within a division other than the lowest ranked position are designated for reduction, the following procedure shall apply:

- a) The employee(s) with the least seniority within the position (as opposed to seniority within the division) shall be designated for lay-off;
- b) An employee so designated may elect to bump to the last position previously held, assuming continued satisfactory performance. The employee(s) to have last attained the position within this classification shall then be designated for lay-off. This election shall be made in writing to the Chief within five (5) days of receiving the lay-off notice.
- c) Affected employees shall be entitled to restoration to the lost position whenever a vacancy in such position is available, assuming continued satisfactory performance.
- d) Affected employees later restored to the last position shall receive full credit for actual time served in that position, even though the terms of service may not be consecutive.

Employees bumped in accordance with Paragraph (b) shall have the benefit of the procedure outlined in Paragraphs (a) – (d).

In the event that forced reductions or bumping affects two or more employees promoted to a particular position on the same day, the following procedure shall apply:

- a) If applicable under the promotional procedures, the employee with the highest test scores in the testing for the particular position shall be deemed to have the superior seniority;
- b) If both, seniority in the position and test scores are equal, then the employee with the most seniority in the division shall be deemed to have the superior seniority. If test scores are not utilized as part of the promotional criteria, then seniority within the division shall be the sole determining factor.

An employee who is laid off because of reduction in force shall be given first opportunity for reemployment if:

- a) The employee is qualified to hold the available position; and,

- b) The employee has maintained a personal record which would not discredit the Department or the employer.

The laid-off employee shall be notified of the vacancy by certified mail and be given a period of seven (7) calendar days to reply. The notification shall be mailed to the last known address of the former employee. It shall be the former employee's responsibility to notify the Personnel Director of any change of address.

Opportunity for reemployment shall be offered in inverse order of lay-off, so that the last person laid off shall have the first opportunity for reemployment.

Offers of reemployment shall be limited to one (1) opportunity. If the laid-off employee fails to respond to said notification within the time permitted or refuses the offer for reemployment, all rights and privileges under this policy shall terminate.

Individuals restored to employment under provision of Section 27 shall retain medical leave and seniority for time in service accrued prior to lay off. Individuals shall also retain all rights and interests to retirement benefits as provided in State law and retirement system regulations.

SECTION ~~30~~29 – DISCIPLINE PROCEDURE

Appendix B to this Agreement describes the accepted discipline procedure.

SECTION ~~31~~9 – GRIEVANCE PROCEDURE

Appendix C to this Agreement describes the accepted grievance procedure.

SECTION ~~32~~4 – RESIDENCY REQUIREMENT

All employees covered by this Agreement shall live within forty (40) miles of Twin Falls city center, as defined as the intersection of Main and Shoshone Streets. Residency is required within three (3) months following completion of the introductory period.

SECTION ~~33~~2 – SAFETY PROGRAM

The Association may submit through standard channels of communications to the Fire Chief reports, investigations, suggestions, recommendations and review of all accidents, deaths, injuries or illness pertinent to the fire service. The Chief shall evaluate such communications and forward to the City Manager.

SECTION ~~34~~3 – HEALTH AND WELLNESS

The Employer and the Association agree that a Health and Wellness program is important to the health and productivity of firefighters and to the safety and efficiency in performing the duties of the job. In that spirit, the Employer shall provide mandatory physicals to every employee that has an obligation to perform firefighting duties. The physicals will be at no cost to the employee and will be completed annually.

The physicals shall be completed by the employer's contracted physician and a physician's statement which indicates the employee's ability, or lack thereof, to perform the job duties will be returned to the Employer. All other documentation and personal medical information shall be directed to the employee receiving the physical and no medical information shall be shared with the employer by the physician without the employee's consent. The various tests that are completed as a part of the physicals will include the following:

General Physical Exam	Medical History Review
Patient Stress Questionnaire	EKG
Urine Analysis/Labs	Tuberculosis Test
Audiogram (hearing)	Spirometry (lung function)
OSHA Respirator Evaluation	

Other items may be ordered at the doctor's discretion.

SECTION 354 – PHYSICAL FITNESS EVALUATION

A. Annual Fitness Evaluation – Cardio Sub-Maximal Fitness Exam (CSFE):

The parties agree that all employees subject to operations shall participate in an annual fitness evaluation and an annual health evaluation. Employees will be scheduled for the fitness evaluation first and the health evaluation second. The results of the fitness evaluation may be provided to the medical providers for the overall care of the employee.

1. The parties agree that an annual fitness evaluation for all employees subject to operations shall be mandatory.
2. The parties agree that the standards required for the fitness evaluation shall be consistent with the IAFF/IAFC and NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, as it pertains to metabolic output standards currently or as it may be amended in the future. The parties will confer should the IAFF/IAFC and/or NFPA 1582, Sections 8.2 through 8.2.2.1.4, 2018 edition, change or cause to be changed the metabolic output standards.
3. The parties agree that failing to pass the metabolic output standards during the fitness evaluation will subject an employee to the procedures and standards outlined in the section titled Annual Fitness Evaluation Matrix.
4. The parties agree that the annual fitness evaluation will be administered by health professionals agreed to by both parties and that representatives of the selected health professional(s) shall be considered equal in authority for the purposes of administering the CSFE.
5. The parties agree that the evaluation shall take into consideration that there may be temporary nondebilitating conditions that may not represent a liability to an employee, a crew, or the department but that otherwise affect performance on the evaluation. Participation in these components shall continue to be non-punitive. The department retains the authority to address this circumstance by requiring a medical evaluation of the employee by a health care professional when recommended.

B. Annual Fitness Evaluation Matrix

This matrix assumes the development process if employees meet under the 12 Mets standards as defined in NFPA 1582 Sections 8.2 through 8.2.2.1.4, 2018 edition. Counseling to members regarding fitness development shall be done by the health professionals providing the CSFE until we have employees complete and become Peer-Fitness Trainer (PFT) certified, then members will be counseled by both health care professionals and PFT's. Once PFT's are in place then they will develop prescribed aerobic fitness program as required by NFPA 1582 Sections 8.2.2.1.3, 2018 edition.

8.2.1 A mandatory fitness evaluation that is not punitive or competitive shall be conducted annually as part of an individualized program.

8.2.1.1 All component results of the mandatory fitness evaluation shall be used to establish an individual's baseline or measured against the individual's previous assessment.

8.2.2 The mandatory fitness evaluation shall include a mandatory pre-evaluation procedure and the components in 8.2.2.1 through 8.2.2.4.

8.2.2.1 An evaluation of aerobic capacity shall be performed after the pre-evaluation procedure or an appropriate medical evaluation if deemed necessary.

8.2.2.1.1 Testing shall be conducted using an appropriate maximal or submaximal protocol. (*See NFPA 1582 C.2.1 and C.2.1.1*) "Bicycle ergometry is not appropriate because it underestimates true aerobic capacity and is not work-task specific.

8.2.2.1.2 At levels below 12 METs, a firefighter shall be counseled to improve his/her fitness.

8.2.2.1.3 At levels below 10 METs, participation in prescribed aerobic fitness program shall be required. A retest of all individuals at or below the 10 MET marker shall occur within 6 months following the initial test. The intent of the follow up test is to aid in evaluating following the initial test progress made by the individual and the need of any changes to the fitness program.

8.2.2.1.4 At levels at or below 8 METs, a prescribed aerobic fitness program shall be required, a cardiac stress test may be required, and the AHJ shall be advised to consider restriction from essential job tasks, as listed in *NFPA 1582 Section 9.1.3 (1,2,4,5,6,7,8,9 and 13)*, if the employer's contracted physician recommends unfit for duty.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks due to fitness, the employee is expected to continue in the prescribed aerobic fitness program, until cleared to return to full duty by a qualified medical professional. If the employee is not assigned to light duty he or she may use accrued sick and vacation leave until he or she is cleared by a medical professional.

If it is recommended by the employer's contracted physician to restrict an employee from essential job tasks, due to an injury, illness, or disability, then he or she will not be allowed to return to duty

until cleared to do so by a medical profession. Documentation of such injury or illness, the use, and consequences of sick, or vacation usage, shall occur per the department's procedures.

A retest of all individuals at or below the 8 MET marker shall occur on a schedule and program developed by the qualified medical professional, and their personal fitness advisor (CPT Certified personal trainer, CSCS certified strength and conditioning specialist, Peer Fitness Advisor) with regards to the needs of the individual. The intent of the follow up test(s) is to aid in evaluating the progress made by the individual and the need of any changes to the fitness program.

If an employee has a blatant unwillingness to participate in this mandatory fitness program, then he or she may be subjected to disciplinary actions, up to and including termination.

In addition, an hour of physical fitness per 24-hour shift for all operational personnel shall be required, if all operational and fatigue management needs are met.

SECTION 365 – CLOTHING ALLOWANCE

All uniforms, protective clothing or protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the Employer.

SECTION 375 – EMPLOYEE GOLF RATES

In order to promote physical fitness, the Employer agrees to establish employee rates for golf course use. The employee rate shall be equal to one-half (1/2) the regular rate – either on a daily basis or for a season pass. The discounted rate for daily greens fees shall apply to City employees only. A reduced rate will be allowed on individual, couple and family season passes. This benefit may be lost for represented employees if it is lost to all City employees.

SECTION 387 – PARKING

The Employer shall provide, without cost to employees on duty, adequate parking space on City property in the vicinity of fire stations and work sites.

SECTION 398 – SAVING CLAUSE

If any provision of the Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 4039 – APPENDICES AND AMENDMENTS

All appendices and amendments to this Agreement shall be numbered (or lettered), dated and signed by all responsible parties and shall be subject to all the provisions of this Agreement.

SECTION 419 – DURATION OF AGREEMENT

This Agreement shall be effective as of the 1st day of October 2025⁴ and shall remain in full force and effect until the 30th day of September 2026. It shall automatically be renewed from year to year hereafter, unless either party shall have notified the other in writing of the section within the

agreement desired by either party to negotiate changes, at least one hundred and twenty (120) days prior to the annual anniversary date that it desires to modify the Agreement.

In the event that such notices are given, negotiations shall begin no later than ninety (90) days prior to the anniversary date.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX A

Pay Table – Effective date of October 1, 202~~5~~⁴

The pay table below reflects a 46% increase in the monthly salaries from the previous CBA.

Position	Requirements	Monthly Salary
PROBATIONARY FIREFIGHTER	- High School Diploma - EMT – Basic	\$ 4,352 <u>4,526</u>
FIREFIGHTER 1	1 year in position - TFFD Firefighter 1 Certification	\$ 4,700 <u>4,888</u>
FIREFIGHTER 1 + 3 years	3 years in position - Firefighter 1 Certification	\$ 4,933 <u>5,130</u>
FIREFIGHTER II	2 years with TFFD - TFFD Firefighter 1 - TFFD Firefighter 2 - Swing Up Driver	\$ 5,353 <u>5,567</u>
SENIOR FIREFIGHTER	<u>8.5</u> years with TFFD - Fire Instructor 1	\$ 5,581 <u>5,804</u>
DRIVER	3 years with TFFD - TFFD Firefighter 2 - Driver's Academy Certificate	\$ 6,084 <u>6,327</u>
SENIOR DRIVER	5 years in position - Swing Up Captain	\$ 6,523 <u>6,783</u>
CAPTAIN	5 years with TFFD - TFFD Fire Officer 1 certification 2 years as Swing Up Driver	\$ 7,293 <u>7,584</u>
SENIOR CAPTAIN	5 years in position - TFFD Swing Up Battalion Chief	\$ 7,657 <u>7,963</u>

- 1) Monthly Salary: The salary shown in the pay table above shall include straight time pay for 230.67 hours. The monthly pay shall be adjusted to reflect all hours worked or not worked which occurred during the preceding 24-day work period.

Newly hired firefighter employees will receive the Probationary Firefighter wage. Promoted employees will be moved from his or her current salary to the salary of the promoted position.

- 2) Hourly Rate: Hourly rates for each position classification shall be calculated by dividing the monthly salary by 230.67 for the calculation of overtime. The regular hourly rate for each employee shall be adjusted to reflect longevity pay and/or certification pay.

Hours worked in excess of 182 in a 24-day work period shall be paid at one and one-half times the hourly rate. All absences from work, except excused hours, vacation and bereavement leave, shall be excluded from the sum of hours worked for the purpose of calculating overtime.

- 3) Changes to Pay: All salary adjustments are subject to budget authorization and Council approval. Employees that are beyond the introductory period and that receive a favorable performance evaluation will be granted an increase in accordance to the pay table effective each fiscal year.

Extra Duty Pay: Members that fulfill extra duty positions and responsibilities shall receive an extra duty payment of \$150.00 on a monthly basis. Members are eligible to collect a maximum of two extra duty payments provided that the minimum training and participation requirements have been met. Failure to meet the minimum training and participation requirements will result in the removal of Extra Duty Pay. This will be measured by the Training Captain and reported to the Chief every 6-months.

Eligible Extra Duty Positions

- Fire Investigators (Maximum of 2 members)
 - Hazmat Team Members (Maximum of 12 members)
 - Technical Rescue Team Members (Maximum of 12 members)
- 4) Longevity Pay: Longevity shall be paid according to the following table for each full year of service, commencing with the start of the sixth consecutive year of service. For the purposes of longevity pay, an employee's anniversary date is determined by his or her completed years of service as of December 31st of each calendar year. Longevity pay will be calculated for completed years of service with the Twin Falls Fire Department, lateral credit will not be considered.

Monthly Base Pay Increase	On the Employee's Anniversary Date
\$70.00	5
\$100.00	10
\$135.00	15
\$165.00	20
\$200.00	25

- 5) All TFFD certifications (ex. Firefighter 1, Firefighter 2, etc.) will refer back to the respective departmental policy regarding that certification process.
- 6) Training Officer Position Compensation: The Training Officer position is regularly scheduled for a 40-hour week and is eligible for emergency callback overtime. The position is not eligible to work (24-hour) shift overtime unless given prior approval by the Fire Chief. Should that occur the overtime hours shall be paid in accordance with the Section 12 (a) of the C.B.A. in force.

The regular rate of compensation shall be based on the tenure of the Captain assigned to the position according to the Pay Table in this appendix. The position shall also receive Assignment Pay which is calculated as 7.5% of the Senior Captain salary amount listed in the Pay table in this appendix.

Observed holidays shall follow the definitions as provided in the C.B.A. Section 13. Vacation time shall be requested in advance and taken with the approval of the Fire Chief. Vacation and medical leave banks shall be converted from Fire to General banks using the following multipliers:

Fire Vacation accruals multiplied by 0.6666

Fire Medical accruals multiplied by 0.3335

Leave accruals for medical and vacation shall be set according to the General Employee Leave Accrual Tables in the Employee Handbook Section 4, in accordance with Section 13 of the C.B.A. with the following conversions:

Upon completion of the assignment to Training Officer, the vacation and medical banks shall be converted from general to fire banks using the following divisors:

General vacation accruals divided by 0.6666

General medical accruals divided by 0.3335

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX B

EMPLOYEE DISCIPLINE

The purpose underlying this discipline policy is to establish a consistent procedure for maintaining suitable behavior and a productive working environment. Disciplinary action may include oral reprimand, written reprimand, suspension without pay, probation, demotion, reduction in pay, and termination. Disciplinary action need not be progressive in nature.

- 1) Procedure: A supervisor who has cause to believe that disciplinary action may be necessary shall make a reasonable effort to ascertain all relevant facts prior to proposing or taking disciplinary action. The supervisor shall document evidence on the matter in a way that may be easily reviewed and understood by someone unfamiliar with the matter. The disciplinary action taken should reflect consideration of the severity of the offense or performance problem, previous performance problems or offenses of a similar type and the period of time between occurrences, overall work record, and treatment of other employees under similar circumstances.
 - a. Progressive Counseling may include Verbal and Written Counseling: Progressive Counseling may be used by supervisors in response to employee policy violations, performance deficiencies or behavior problems. The supervisor should provide adequate information to understand the areas of concern and review dates no longer than 60 (sixty) days in the future. Progressive counseling records shall be placed in the departmental personnel files. After 1 year an employee may make a request to the Fire Chief that the counseling be removed from departmental personnel files.
 - b. Oral Reprimand: An oral reprimand occurs when a supervisor verbally admonishes an employee for an offense and impresses the need for corrective action. The purpose is to eliminate misunderstandings and to set and maintain desired standards of conduct and performance. Although the supervisor should note the date and content of the warning for future reference, it is noted in the employee's personnel file at the time of the warning. An oral reprimand may not be appealed.
 - c. Written Reprimand: A written reprimand occurs when a supervisor placed the employee on official notice that performance or conduct must improve. The written reprimand must clearly describe the unacceptable performance and/or conduct, the corrective action(s) required, and the time frame involved. A written reprimand is initiated by the completion of a "Notice of Proposed Disciplinary Action" on a form from the Personnel Office. The employee shall meet with the supervisor within seven (7) calendar days of receipt of the "Notice" to discuss the proposed disciplinary action. The original written reprimand shall be forwarded to the Personnel Office for placement in the employee's personnel file. A written reprimand may not be appealed.
 - d. Suspension Without Pay, Salary Reduction, Demotion or Dismissal: These forms of disciplinary action may be taken where less severe forms have failed to improve performance, or where the violations or offenses are more severe. An employee may be suspended with pay pending imposition of any proposed disciplinary action. Discipline

is initiated by completion of the "Notice of proposed Disciplinary Action" on a form from the Personnel Office. The "Notice" shall first be approved by the City Manager or a designated Deputy City Manager and then hand-delivered to the employee by the Department Head. The "Notice" shall be signed by the Department Head and the employee must acknowledge receipt of the "Notice" by signing the form. The employee shall be provided with a copy of the "Notice" along with copies of all documents upon which the proposed disciplinary action is based. A meeting shall be scheduled with the Department head and City Manager or designated Deputy City Manager within seven (7) calendar days at which time the employee may respond to the allegations and/or the proposed disciplinary action. This meeting shall be informal in nature. The disciplinary action may thereafter be implemented, unless the department head wishes to alter the proposed disciplinary action, in which case the City Manager or designated Deputy City Manager shall be consulted prior to implementing the decision.

- 2) **Appeal:** An employee may appeal the decision of a department head where the disciplinary action includes a suspension without pay, salary reduction, demotion or dismissal. An appeal must be initiated within seven (7) calendar days of receipt of the disciplinary action by submitting a "Notice of Appeal" to the Personnel Office on a form provided by that office. All appeals of disciplinary action shall be submitted for discussion with City Officials and involved parties. If an agreement cannot be reached, the appeal will then be subject to mandatory mediation and binding arbitration. The employee and the City shall each have the right to disqualification of one mediator and one arbitrator. If mediation fails, the decision of the arbitrator shall be final.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer

APPENDIX C
GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the employer involving the interpretation or application of specific conditions of the employee handbook, ordinances, contracts or regulations of the City of Twin Falls including an allegation of constructive discharge but excluding disciplinary action.

An aggrieved employee or former employee has from the beginning of the alleged problem fourteen (14) calendar days in which to file the grievance. The filing period may be extended if both parties are working informally to resolve the problem. The extension should be in written form, signed by both parties. If the issue cannot be resolved, either party should notify the other that impasse has been reached. The filing period will commence with the date of impasse. An aggrieved employee shall first submit the grievance in writing on a form provided by the Personnel Office. The submittal shall include all pertinent facts as determined by the employee, the basis for the grievance expressed in terms of the specific rules or regulations alleged to be misinterpreted and the action the employee believes the City should take as a result of the grievance filing.

The department head shall make a written report on his findings and decision concerning any such grievance, which report shall be submitted to the City Manager within two (2) working days of receipt of the written grievance or as soon thereafter as possible.

The City Manager shall review the department head's decision and may interview all interested parties and then shall make his decision concerning said grievance. The City Manager shall provide his decision in writing to the aggrieved employee within five (5) working days of receipt of the department head's report or as soon as possible.

If either the department head or the City Manager is unable to respond to the grievance within the prescribed time frame, notification including an approximate complete date will be provided to the grievant.

An employee may appeal the City Manager's decision by requesting a hearing before the City Council. Said request must be made in writing to the Personnel Office within seven (7) calendar days following receipt of the City Manager's decision. The matter will be placed on the Council agenda, either as a regular agenda item or as a special meeting.

DATED October 1, 2025

EMPLOYER

ASSOCIATION

Mayor, Ruth Pierce

Kyle Eldridge, President

City Manager, Travis P. Rothweiler

Daniel F. Gould, Vice President

Jeff Miller, Secretary/Treasurer



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Kelli Ebersole, Committee Chair

PRESENTATION

Request:

Employee Recognition Committee plaque presentation.

Time Estimate:

5-10 minutes for presentation.

Background:

In 2017, the Employee Recognition Committee was formed as an effort to publicly recognize outstanding acts of public service performed by its employees.

The program focuses on recognizing employees that demonstrate behaviors consistent with the adopted Employee Values, established in 2016. Those values are Integrity, Commitment, Connection, Honesty, and Teamwork. Nominations are made by City of Twin Falls employees for someone who they have witnessed doing something that exemplifies one of the Employee Values.

Award recipients shall receive a distinctive token depicting the symbol of the specific Employee Value(s) they displayed at a quarterly luncheon.

Employees who receive coins from all five Employee Values during their tenure may receive a special award from the City of Twin Falls.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Lisa Strickland and Jonathan Spendlove are the first City of Twin Falls employees to receive all 5 Value tokens.

We are here to recognize them and present them with plaques to commemorate this great accomplishment.

Attachments:

None



September 29, 2025, City Council Meeting

To: City Council

From: Mayor Ruth Pierce

Request: Consideration of a request to confirm the re-appointment of J.P. O'Donnell for a second term on the Airport Advisory Board.

Time Estimate: The presentation will take approximately 3 minutes. Following the presentation, additional time may be necessary for questions.

Background: J.P. O'Donnell was appointed to the Airport Board in September 2022. Over the first 3 years of his first term, Mr. O'Donnell has attended meetings regularly and been a positive contributor.

Approval Process: City Code 8-7-3 says that Airport Board members are appointed by the mayor and confirmed by the City Council.

Budget Impact: None

Regulatory Impact: Approval of this request will maintain full membership on the Airport Advisory Board. Board members are eligible to serve two 3-year terms.

Conclusion: I request that the Council confirm my re-appointment of J.P. O'Donnell to serve a second 3-year term on the Airport Advisory Board.



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Presentation by Magic Valley Airshow Director, Jim O'Donnell reviewing the Airshow held August 16-17, 2025.

Time Estimate: The presentation will take approximately 15 minutes.

Background: The recent airshow was a magnificent community event that saw thousands of attendees, hundreds of volunteers and extensive participation from City, County, and regional public safety organizations. The Airshow committee's work began after the 2023 75th airport anniversary airshow and the planning and execution was a first-rate effort by all involved.

Approval Process: This is an informational presentation for the City Council.

Budget Impact: There is no budget request associated with the presentation.

Regulatory Impact: None

Conclusion: Staff Recommends the City Council review the presentation and ask any questions they may have.

Attachments: None



September 29, 2025, City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Request to approve the Airport Advisory Board recommendation to select J-U-B Engineers for FAA Airport Improvement Projects.

Time Estimate: 5-10 minutes with additional time for questions

Background: To maintain compliance with the requirements set forth by the Federal Aviation Administration (FAA), the airport advertised a Request for Qualifications (RFQ) for statements of qualifications (SOQ) from engineering firms interested in providing service to the airport for upcoming FAA Airport Improvement Projects (AIP). The FAA, based on an RFQ selection process, allows for an airport to utilize a consulting engineer's services for a period lasting up to five years. The last airport engineering selection process was in 2020. The selection process does not bind the airport to the selected firm but rather waives the need for the airport to issue requests for qualifications for each project if the contracted firm has been selected within the last five years.

The Airport followed the procedures for the selection process as outlined in the *FAA Advisory Circular 150/5100-14, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects*. Steps in the selection process include determining the scope of services anticipated over a five-year period (5yr CIP), establishing a review board, development of selection criteria, advertising the RFQ, board review of submittals, optional interviews, and a recommendation to the City Council.

Although the RFQ was widely advertised in the local newspaper, the City Web site, and by industry trade associations, only one SOQ response to the RFQ from J-U-B Engineers was received.

The Airport Board appointed a Review Committee to review and rank the SOQ responses to the RFQ. The Committee was composed of 3 individuals: Assistant City Public Works Director Erin Steele, Airport Operations Supervisor Matt Barnes, and Airport Board member J.P. O'Donnell. The review committee highly recommended to the Airport Board that J-U-B Engineers be selected for upcoming FAA airport projects for a 5-year period.

At the June 3rd Airport Board meeting, the Board voted unanimously to recommend that the City Council approve the selection of J-U-B Engineers as the Airport's Engineer for up to a five-year period.

Budget Impact: The Airport's consulting engineer is contracted for FAA projects funded by the FAA at 95%. The airport's consulting engineer provides significant assistance regarding funding strategies for needed FAA eligible projects. The actual selection process for the airport engineer does not have any impact to the budget.

Regulatory Impact: The FAA requires airport sponsors to select an airport engineering firm at least every 5 years; the requirement will be met through this selection process.

Conclusion: On behalf of the Airport Board, staff requests the City Council approve the Airport Advisory Board recommendation to select J-U-B Engineers for FAA Airport Improvement Projects.

Attachments:

Airport Engineering Request for Qualifications

JUB Statement of Qualifications

REQUEST FOR QUALIFICATIONS BY THE
CITY OF TWIN FALLS, IDAHO
FOR ARCHITECTURAL/ENGINEERING
SERVICES FOR JOSLIN FIELD, MAGIC VALLEY
REGIONAL AIRPORT

April 22, 2025



JOSLIN FIELD
MAGIC VALLEY REGIONAL AIRPORT
TWIN FALLS, IDAHO

PART 1 - GENERAL INFORMATION FOR RESPONDENTS

- 1.1. **Issuer:** This Request for Statements of Qualifications ("RFQ") is issued by the City of Twin Falls. The City operates Joslin Field, Magic Valley Regional Airport, a commercial service airport located in Twin Falls County, Idaho.
- 1.2 **City's Project Manager.** Bill Carberry, Airport Manager, is the Project Manager for the City in connection with this RFQ. All questions regarding this RFQ must be directed to the Project Manager. The Project Manager may be contacted as follows:

Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303
Telephone No.: 208-733-5215 ext.1101
E-Mail bcarberry@tfid.org
Attention: Bill Carberry, Airport Manager

- 1.3. **Purpose of RFQ.** The City is requesting Statements of Qualifications to retain the services of a qualified consultant for architectural/engineering services (the "Services") at the Airport in accordance with United States Department of Transportation, Federal Aviation Administration ("FAA") Advisory Circular 150/5100-14E (including current Changes) and other applicable FAA rules, regulations and guidance. The City will retain the services of a consultant for a period of up to five (5) years to provide airport planning, professional engineering, surveying, testing, land acquisition services, environmental services, FAA grant preparation and administration assistance, and construction inspection for airport-related projects. Types of projects may include, but will not necessarily be limited to, the following:
 - 1.3.1. Runway, taxiway, taxi lane and apron construction, reconstruction, and rehabilitation.
 - 1.3.2. Access Roads, Parking Lots Construction, Reconstruction & Rehabilitation.
 - 1.3.3. Lighting, signing, and NAVAID upgrades.
 - 1.3.4. Equipment procurement.
 - 1.3.5. Pavement Management Program update.
 - 1.3.6. Buildings and related facilities.
 - 1.3.7. Security equipment and enhancements.
 - 1.3.8. Incidental airport planning, AGIS surveys and related work.
 - 1.3.9 Environmental Assessments and Studies
 - 1.3.10. Land Acquisition

- 1.4. **Selection Process.** The City will use a qualifications-based selection procedure for selection of the Consultant.

The City of Twin Falls will be reviewing proposals. Proposals will be ranked on qualifications and the City may choose to interview several of the top ranked firms. However, at its sole discretion the city may dispense with interviews and select a firm to perform the work. Selection committees will be established by the Airport Manager and the Airport Advisory Board. The City may perform independent evaluations and/or make independent recommendations to their perspective governing body. It is the City's intent to negotiate a contract, refine the scope of work, fees, schedule, etc. with the preferred firm. If unable to reach an agreement, the City may terminate negotiations and commence with the second ranked firm, and so forth.

The City of Twin Falls reserves the right, if it deems such action to be in the best interest of the Airport, to reject any and all submittals or to waive any irregularities or informalities therein. Any incomplete, false or misleading information provided by or through the Consultant shall be grounds for non-consideration. If submittals are rejected, the Airport Board further reserves the right to investigate and negotiate with the next ranked Consultant in order of ranking or to reject all Consultants and re-solicit for additional consulting firms.

The City of Twin Falls expects to evaluate proposals and provide written notification of the short-listed firms within 30 days of receipt of proposals. If interviews are held, they will be scheduled within 2 weeks of the short list notification.

PART 2 - GENERAL REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS.

- 2.1. **Deadline.** The City must receive statements of Qualifications no later than 2:00 p.m. on Thursday, May 22 (the "Deadline"). All Statements of Qualifications must be mailed or delivered to: Bill Carberry, Airport Manager, Magic Valley Regional Airport, PO Box 1907 Twin Falls, ID 83303. Physical Address is 492 Airport Loop Twin Falls, ID 83301. Late submittals will not be accepted.
- 2.2. **Copies to be Provided.** Each Respondent must submit **seven (7)** paper copies of its Statement of Qualifications to the City. In addition, each Respondent must submit **one (1)** copy of its entire Statement of Qualifications (including all attachments and exhibits) in digital format. The digital copy of the Statement of Qualifications must be submitted in Adobe *.pdf format. All seven (7) paper copies and the digital copy of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the wording: "Statement of Qualifications for Architectural/Engineering Services." The outside of the envelope or package must also state the name of the Respondent. Emailed Submittals will not be accepted.
- 2.3. **Statement Must Be Signed.** Each Respondent **must sign at least one (1)** original of its

Statement of Qualifications, certifying the truth of the statements and representations made in the Statement of Qualifications.

- 2.4. **Representations of Respondent.** Each Respondent, by submitting a Statement of Qualifications, represents that (i) it has read and understands the Information for Respondents, (ii) it is familiar with the conditions under and the purpose for which the Services will be performed, (iii) it is knowledgeable of and has fully complied with and, if selected by the Airport, will fully comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services or Respondent's performance of the Services.
- 2.5. **Investigations.** The City reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services. If, upon investigation, evidence of competency is not satisfactory in the City's sole judgment, the City reserves the right to reject the Respondent.
- 2.6. **Rejection of Statements of Qualifications.** The City reserves the right, in its sole discretion, to reject any and all Statements of Qualifications and to waive any technicality, informality or irregularity in any Statement of Qualifications received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the City specifically reserves the right to reject a Statement of Qualifications if the Respondent fails to furnish the data required by this Information to Respondents or if the Statement of Qualifications is in any way incomplete or irregular.
- 2.7. **Agreement Subject to Granting Agency Requirements.** All or a part of the costs of the Services will be paid or reimbursed by the FAA under the Airport Improvement Program. In addition to any other requirements of law, the Agreement will be subject to any applicable requirements of the FAA.
- 2.8. **Costs Incurred By the Respondent Prior to Execution of an Agreement and Notice to Proceed.** The City shall not be liable for any costs incurred by any Respondent in preparation of its Statement of Qualifications. Further, the City shall not be liable for any costs incurred by the selected Respondent in the course of negotiation of the Agreement.
- 2.9. **Nondiscrimination.** By submitting a Statement of Qualifications in response to this RFQ, each Respondent agrees that it understands that the City is an equal opportunity employer. It is the policy of the City to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Consultant (and all subcontractors) represent and warrant to the City that it (and they) will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

PART 3 - INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. **Required Information.** To be selected, a Statement of Qualifications must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Statement of Qualifications should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. This includes familiarization with FAA Advisory Circulars and the FAA construction process. At a minimum, all of the following

information MUST be furnished by each Respondent as part of its Statement of Qualifications. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

Submittals shall be brief and concise and limited to a total of no more than 30 pages not including cover pages, introductory letters and table of contents. Submittals will be evaluated by the below-listed criteria. They should be organized and identified in the same order.

3.1.1. Identification of Respondent.

- (i) Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or organization.
- (ii) Address (street and mailing) of Respondent.
- (iii) Name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.
- (iv) Telephone and email address for Respondent and, if different, for Respondent's representative regarding the Statement of Qualifications and the Agreement.

3.1.2. Qualifications. Capability and experience to perform all or most aspects of the project.

- (i) Recent successful experience in capital projects comparable to the proposed project. Describe only relevant experience for which individuals currently employed by the firm have managed, and only that experience which involved personnel to be assigned to this project. This item includes demonstrated ability to meet schedules or deadlines and demonstrated past performance to complete projects without significant cost escalations or overruns. Demonstrate project understanding, potential problems and owner's special concerns.
- (ii) Provide a list of all current Airport projects and those over the last three (3) years, highlighting which have been completed by the firm's proposed team of key personnel outlined in the Statement of Qualifications. Identify the starting and completion dates, if applicable, for each. List the sponsor's name, the name of a contact person and telephone number where the project was completed or is currently being performed.
- (iii) Key personnel's professional background and qualifications. Extent of participation in project(s) by key personnel.
- (iv) Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant program, as well as familiarization with

FAA Advisory Circulars, FAA standards, and the FAA process.

- (v) Qualifications and experience of sub-consultants who may participate in the project. Please identify the portions of the project anticipated to be performed (in part) by sub-consultants.
- (vi) Capability of a branch office that will do the work to perform independently of the home office, or conversely, to obtain necessary support from the home office.
- (vii) Evidence that the consultant has established and implemented an Affirmative Action Program as currently applicable and required by Federal requirements.
- (viii) A statement, if applicable, setting forth the following: for all contracts of Respondent or any subsidiary, parent or affiliate of Respondent for services similar to the Services that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years, the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination; the name and address of the surety and date of any forfeited or canceled sureties or bonds within the past five (5) years; a detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services during the past five (5) years; and a description, date of filing and address of court for any petition in bankruptcy filed by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent during the past five (5) years.
- (ix) Any other information the Respondent wishes to submit to the City for consideration in evaluating the Respondent's Statement of Qualifications.

PART 4 - CRITERIA FOR SELECTION

- 4.1. **Process.** The selection process shall be in accordance with FAA Advisory Circular (AC) 150/5100-14E, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. Additionally, contracts will be subject to currently applicable provisions of Executive Order 11246 (affirmative Action to Ensure Equal Employment Opportunity) and to the provisions of Department of Transportation Regulations 49 CFR Part 30 (Foreign Trade Department of Transportation Regulations 49 CFR Part 26 Disadvantaged Business Enterprise Participation and 49 CFR Part 30 (Foreign Trade Restriction Clause).
- 4.2. **Selection Criteria.** The City will use a qualifications-based selection procedure for selection of the Consultant. Under no circumstances are Statements of Qualifications to include fee or cost estimates for any or all of the Services. All Statements of Qualifications received before the Deadline will be reviewed and evaluated by the City.

Submittals shall be ranked based upon the following criteria and relative importance (as may be supplemented by secondary selection criteria) as applied by the Selection

Committee to the material in the required submittals:

- (i) Capability to perform all or most aspects of the project and provide consultant services as may become necessary to the Joslin Field, Magic Valley Regional Airport. (15%)
- (ii) Recent experience in airport projects comparable to the proposed projects and experience with the FAA (Northwest Mountain Region and the Helena ADO). (15%)
- (iii) Evidence that the consultant has established and implemented an Affirmative Action Program, and the consultant has experience in DBE requirements associated with Federal grants. (5%)
- (iv) Key personnel's professional background/reputation and successful relevant experience. (10%)
- (v) Demonstrated ability to meet schedules or deadlines, and to complete projects without having major cost escalations, overruns, or disputed claims. (10%)
- (vi) Quality of projects previously undertaken. (10%)
- (vii) Familiarity with the project(s) and the Joslin Field, Magic Valley Regional Airport and an understanding of the project(s) potential problems and owner's special concerns. (20%) (See attached 5-year FAA Airport Capital Improvement Plan)
- (viii) Capability to furnish qualified inspectors with FAA project experience for construction inspection. (5%)
- (ix) Demonstrated capability to properly administer projects funded by the Federal Aviation Administration (references and examples). (10%)

Changes to Request for Statements of Qualifications and Experience

The Airport Board reserves the right to make changes to this Request for Statements of Qualifications and Experience. Changes will be made by a written addendum, which will be issued to those firms that have requested this Request for Statement of Qualifications and Experience.

All questions and inquiries should be made to:

Bill Carberry, Airport Manager
Magic Valley Regional Airport
PO Box 1907
Twin Falls, ID 83303
208-733-5215 ext. 1101
bcarberry@tfid.org

HELPING EACH OTHER
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LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

May 22, 2025

Bill Carberry
Airport Manager
Magic Valley Regional Airport
PO Box 1907
492 Airport Loop Twin Falls, ID 83301

**RE: STATEMENT OF QUALIFICATIONS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR JOSLIN FIELD,
MAGIC VALLEY REGIONAL AIRPORT**

Dear Mr. Carberry and Members of the Selection Committee:

J-U-B ENGINEERS, Inc. (J-U-B) will continue to provide the Joslin Field-Magic Valley Regional Airport (Airport) with an unparalleled combination of unwavering support, local knowledge, ability to secure funding, familiarity with your Airport, and specialized aviation experience. We have been your dedicated aviation engineer for the past ten years. We've attended most all of your Airport Commission meetings, acted as an extension of your staff, helped with all of your Airport events, and been dedicated to the Airport's overall success. Key reasons to reselect the J-U-B Team include:

- **Experience at your Airport.** J-U-B's staff have more combined experience working at your airport than any other team of individuals. Kent Atkin, PE, will continue to be your Client and Project Manager, his extensive experience working at the Airport starting back in 1999. Kent has been involved with 40+ Airport Improvement Projects (AIP) at the Airport; projects including the reconstruction of Parallel Taxiway A, the reconstruction of the primary terminal apron, several hangar taxilane developments, numerous seal coat and crack projects, perimeter fencing, and the recent northeast development project. In addition to Kent's extensive history at Magic Valley, he has 25 plus years of aviation and construction experience which includes over 100 AIP projects. Key team member Thomas Leija, PE, has worked at the Airport for 7 years and will continue as the Project Engineer and Construction Manager on all of the improvement projects. In addition, Christine Roemeling has assisted with client needs, document control and federal compliance for the last 6 years and will continue to provide the team and Airport support.
- **Procuring Funding for the Airport.** We are proud of our contributions in helping the Airport receive over 18.1 million dollars of Federal and State Funding for airport improvement projects over the last 10 years. We've worked tirelessly to drive the funding process with FAA and State of Idaho to ensure maximum funding comes to the Airport each and every year. J-U-B works closely with the Airport staff to ensure that grant reimbursement paperwork is completed in a timely and accurate manner to ensure the City gets reimbursed quickly and within compliance standards. Recently J-U-B has facilitated meeting with Senators Risch, Crapo, and Representative Simpson to help find funding for several upcoming important airport projects. During the next five years, J-U-B will continue to assist the Airport to provide funds for needed high priority projects.
- **Extension of the Airport Staff.** In working with the Airport staff for the past ten years, it has become quite clear that your staff desire an engineer who can assist with navigating the FAA process and one that is invested in the Airport as a whole. J-U-B has assisted the Airport staff with the Airport's Capital Improvement Plan (ACIP) submittals, surveyed lease lot plats, completed airspace reviews for various projects, written successful FAA and ITD supplemental funding grants, reviewed plans from developers for hangars, performed numerous reports and tasks for the Airport that are required by FAA, and completed Disadvantaged Business Enterprise (DBE) reporting. Most recently, J-U-B has helped the Airport through the Airport's Sponsorship Transfer from a co-sponsor to a single. This has been a very detailed and at times tricky process to work



J-U-B FAMILY OF COMPANIES

through. After multiple meetings with the FAA along with the City and County, the transfer is nearing adoption which will allow you to move forward with FAA and State Grants and kickoff projects that have been paused waiting for transfer to finalize.

J-U-B prides itself on being an extension of your Airport staff, a trusted advisor and your partner. From planning meetings to Airshows and community events, our team has been and will continue to be with you, supporting you in whatever capacity is needed. Our office in Twin Falls is conveniently situated to provide speedy response to your immediate needs. Our core team members work and live within 15 minutes of the Airport. Our other team members will use our location to continue to be responsive to your needs.

- **Experience with the FAA and ITD.** J-U-B team members have worked closely with the Helena ADO to complete all your recent projects. This experience will allow seamless coordination with the FAA on future projects at the Airport. In addition, Kent has a long and successful relationship with ITD Aeronautics. He works with both the FAA and ITD on every improvement project to ensure coordination of design and construction process while maximize funding opportunities for the Airport.
- **Understanding Your Vision and Future Plans.** Kent and his team has gained valuable experience over the past ten years while working with the Airport. The experience gives J-U-B a better understanding of the Airport's history and the direction the facility is headed in the future. The J-U-B team will be able to focus on what is important to the City and the Airport, while not being distracted by issues that have already been addressed. This allows our team to complete the scheduled projects efficiently and cost-effectively.

The J-U-B team is eager to continue working for the Magic Valley Regional Airport. We have a full complement of resources to seamlessly continue meeting the needs of the Airport including Toby Epler who is not only the Aviation Services Group Manager, but also holds the position of Vice President within J-U-B and is authorized to negotiate all contract terms for J-U-B. Kent and Toby can be reached at the address, phone numbers, or emails below.

We look forward to discussing our qualifications with you and answering any questions you may have. Thank you for the continued opportunity to work with an amazing Airport and City.

Sincerely,

J-U-B ENGINEERS, Inc.

M. Kent Atkin, PE
Client and Project Manager
p. (208) 473-8164 | e. katkin@jub.com

Toby Epler, PE
Vice President, Corporate ASG Manager
p. (208) 376-7330 | e. tepler@jub.com

IDENTIFICATION OF RESPONDENT

ABOUT J-U-B

J-U-B ENGINEERS, Inc. (J-U-B) is a full-service, professional services corporation that specializes in **aviation**, water resources, water/wastewater engineering, municipal infrastructure, transportation and traffic design, structural engineering, and storm drainage. Founded in 1954, J-U-B provides innovative ideas and responsible engineering, planning, and design services to public agencies and municipalities.

J-U-B has grown to 500+ employees in 23 offices across seven states and we remain committed to an overlying philosophy: **Give our clients the personal service of a local firm with the depth and expertise of a national firm.**

J-U-B does not simply focus on individual projects. We work with our clients constantly to look at the bigger picture, identify solutions to your everyday challenges, and build a long-lasting professional relationship. Our goal is to become a professional resource you can count on to provide you with the best information, on time, and with your best interests in mind.

J-U-B'S AIRPORT TEAM

The J-U-B Aviation Services Group (ASG) has been providing airport design and construction engineering, planning, and environmental services in this region for over 40 years. Our team is well-versed in airport work, from planning and preliminary design to final design and construction administration. We have the proven ability to provide all of the aviation consulting services required to complete your airport projects successfully from start to finish.

J-U-B FAMILY OF COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B ENGINEERS, INC.



J-U-B ENGINEERS, INC

HEADQUARTERS:

a. 2760 W Excursion Ln,
Suite 400
Meridian, ID 83642

p. (801) 886-9052

BRANCH OFFICE:

a. 2114 Village Park Ave.
Suite 100
Twin Falls, ID 83301

p. (208) 733-2414

TEAM CONTACT:
Kent Atkin, PE | Project Manager
 e. katkin@jub.com | p. (208) 473-8164

MORE THAN JUST YOUR ENGINEER... YOUR COMMUNITY PARTNER!



QUALIFICATIONS

RECENT SUCCESSFUL EXPERIENCE

Joslin Field, Magic Valley Regional Airport

Quick Facts

Airport Sponsor: City of Twin Falls, ID

Contact: Bill Carberry, Airport Manager
208-733-5215, bcarberry@tfid.org

Critical Users: SkyWest Airlines, BLM, Local Pilots, Corporate Jet traffic,
General Aviation

J-U-B client since 2015

Team Members: Toby Epler, Kent Atkin, Thomas Leija,
Christine Roemeling, Zach Scott



Similar Types of Completed Projects

- » Runway, Taxiway, Taxilane & Apron Construction & Rehab
- » Access Roads
- » Lighting and Signing Projects
- » Equipment Procurement
- » Pavement
- » Maintenance Projects
- » Environmental Studies



QUALIFICATIONS

Jerome County Airport

Quick Facts

Airport Sponsor: Jerome County, ID

Contact: Marty Luhr, Airport Manager
208-420-1158, mluhr@co.jerome.id.us

Critical Users: Agricultural Operations, Corporate Jet Service,
General Aviation

J-U-B client since 2018

Team Members: Toby Epler, Kent Atkin, Thomas Leija,
Christine Roemeling, Zach Scott



Similar Projects

- » Runway, Taxiway, Taxilane & Apron Construction & Rehab
- » Access Roads
- » Lighting and Signing Projects
- » Equipment Procurement
- » Pavement Maintenance Projects
- » CATEx



QUALIFICATIONS

Buhl Municipal Airport

Quick Facts

Airport Sponsor: City of Buhl, ID

Contact: Neil Ring, Airport Manager
208-543-5650, nring144@gmail.com

Critical Users: Agricultural Operations, Local Pilots, General Aviation

J-U-B client since 2019



Similar Projects

- » Runway, Taxiway, Taxilane & Apron Construction & Rehab
- » Access Roads
- » Lighting and Signing Projects
- » Pavement Maintenance Projects
- » Environmental Studies

Team Members: Toby Epler, Kent Atkin, Thomas Leija, Christine Roemeling, Zach Scott



QUALIFICATIONS

ABILITY TO MEET SCHEDULES AND BUDGETS

We pride ourselves on staying within your schedule for both engineering and construction. At the onset of each project, we develop a scope of services and consulting services budget, along with a corresponding schedule that accurately reflects the individual tasks and time commitment needed to accomplish the overall project. These provide the foundation necessary to monitor the progress on a regular basis to ensure that critical milestones are met.

Establishing realistic construction budgets is critical to the success of any project. This includes accurate cost estimating of projects. Last minute bid opening “surprises” that exceed the project budget amount can create significant project delays and can negatively impact the airport’s financial ability to construct projects.

We also avoid surprises by engaging Contractors during the early stages of the design process to determine material availability, changes in equipment technology, as well as labor and market conditions. We focus on providing well defined and detailed construction documents that place a high emphasis on constructibility and accurate computations for construction quantities. The end result is a set of construction documents that reduces risk not only to the airport owner, but also to the Contractor, resulting in reduced bid contingencies and costs while helping to minimize potential change orders. Lastly, we use strong communication and the proper personnel to promptly address issues that would potentially lead to cost overruns and work diligently toward an immediate resolution to the problem. By staying ahead of the current budget at all times and working with the contractor we are able to get the best results possible for the Airport.

Kent and his team have worked hard to continually produce projects on time and on budget. Kent understands how critically important budget and schedules are to the City and Airport. The processes he has put in place have been very successful and he will continue to be diligent and proactive on all future projects.

On Budget	On Schedule	Project Name	Project Manager
Buhl Municipal Airport, Buhl, ID Neil Ring, Airport Manager, 208-543-5650			
✓	✓	Runway Rehabilitation	Kent Atkin
Gooding Municipal Airport, Gooding Idaho Dale Thomas, Airport Manager, 208-439-5934			
✓	✓	Extend Taxilane and Rehabilitate Apron Taxilanes	Kent Atkin
Jerome County Airport, Jerome, ID Marty Luhr, Airport Manager, 208-420-1158			
✓	✓	Rehabilitate Runway 9-27 and Replace Beacon	Kent Atkin
✓	✓	Extend Taxilane and Rehabilitate Hangar Taxilanes	Kent Atkin
Magic Valley Regional Airport, Twin Falls, ID Bill Carberry, Airport Manager, 208-733-5215			
✓	✓	Extend Taxiway N and Northeast Development	Kent Atkin
✓	✓	Terminal Access Design	Kent Atkin
✓	✓	EA and 30% Design Runway 8/26	Kent Atkin
✓	✓	East GA Apron Expansion	Kent Atkin

QUALIFICATIONS

HISTORICAL INFORMATION

Sponsorship Transfer

In August 2024, the Magic Valley Regional Airport was faced with the need for sponsorship transfer. This was not planned and happened during the height of grant season. Sponsorship changes don't happen often and while the FAA has a process in place it was quite an undertaking for all parties involved. J-U-B was able to provide assistance as the airport moved through the process, helping the Airport work with the FAA's grant management staff to roll over grant dollars, initiating meetings and discussions with the FAA, updating Exhibits and assisting with needed documentation. We have worked with the Airport and City to keep projects moving forward to be ready as soon as the City is able to process grants. Fortunately for all the transfer process is nearly complete!

Once the transfer is complete, there are several projects that have been in a holding pattern that are ready to move forward with grant offers.

- » Northwest Apron Rehab - this project has been designed and was bid March of 2024. The project was put on hold during the sponsor change and will need to be repackaged and rebid (as it is over 180 days) once the transfer is complete.
- » Design grants - The following projects are awaiting design only grants –
 - ATP Terminal Access;
 - EA and 30%; and
 - Northwest Apron.

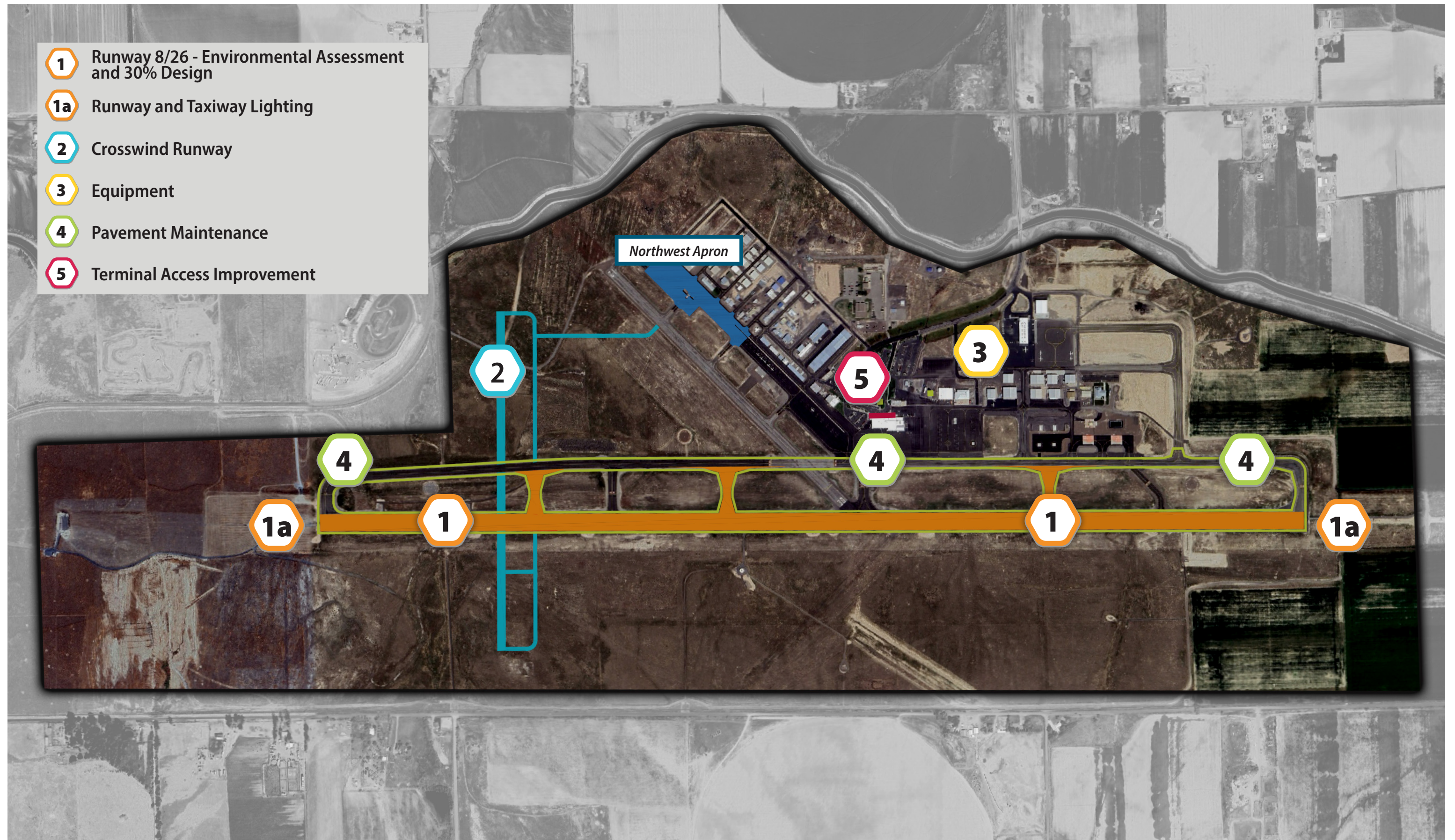
Runway 8/26 Reconstruction

To fully understand this project some historical information is needed. Runway 8/26, at 8,703 feet long and 150 feet wide, serves as the primary runway for the Magic Valley Regional Airport. The initial 5,200 feet of the runway was constructed in 1948 with an additional 1,250 feet constructed to the west in the 1970' and then final 2,300 feet (approximately) to the east was added 1980's. The runway's asphalt depth varies from 6 to 14 inches throughout depending on the time in which it was constructed. The older sections have thicker asphalt, but total section depth is 30". The airport has continuously provided routine maintenance, crack sealing and fog sealing which has extended the life of the pavement as long as possible. With routine maintenance the porous friction course (PFC) placed in 1999 has performed well beyond its useful life of seven years.

Rehabilitating or reconstructing the primary runway at any Airport is a large undertaking and affects all traffic at the airport. We have spent considerable time discussing how best to design this project while minimizing the conflicts for users and Airlines. This process also required addressing more than just the runway. In-depth analysis and design will be required when addressing the relocation of Intersections A-2, A-3, A-4, lighting system replacement and updating signs, as well as the future crosswind runway. One project really becomes multiple projects to address needs at the Airport. The end result will be a generational change in airport appearance and layout.



PROJECT UNDERSTANDING MAP



QUALIFICATIONS

PROJECT UNDERSTANDING, POTENTIAL PROBLEMS AND OWNERS CONCERNS

1

Runway 8/26 - Environmental Assessment and 30% Design

No plan is complete without knowing the details. In late 2024 J-U-B completed design survey and contracted with STRATA to perform geotechnical investigation of the Runway 8/26 and Crosswind Runway site. Based on those findings, it was determined that Runway 8/26 does not meet vertical profile design requirements based on current FAA Advisory Circular and approach minimums. Per ICO standards no vertical curves are allowed in the first 1/3 of the runway with visibility minimums less than ½ mile. In order to remove the vertical curves on the runway, the entire runway would need to be lowered by as much as 6 feet in places. The lowered profile would also effect the safety areas along both sides for the runway rough 500' from centerline and the current lighting and signage conduit would not be usable. To further complicate the project, most of the excavated material to be removed is basalt rock. J-U-B presented our finding to the airport and FAA, noting that the initial cost estimate exceeded \$60 million dollars along with substantial impacts to airport users.

J-U-B facilitated a meeting between Airport and FAA Staff to help brainstorm a plan moving forward. After detailed discussions regarding the geotechnical investigation and current infrastructure at the airport, the FAA agreed to move forward with a Modification to Standard (MOS) which would treat the runway project as more of a rehabilitation than a full reconstruction. The rehabilitation would allow the airport to improve as much of the runway as possible with mill and overlay options and then address pavement issues as they come up without worrying about the vertical profile changes required for reconstruction.

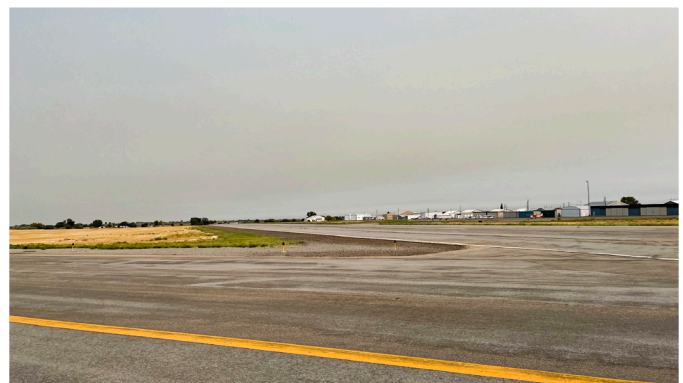
The team moved forward with the Reconstruction Plan with a EA and 30% design, which is underway.

The original Environmental Assessment and 30% milestones are as follows:

- » Complete the Environmental Assessment for phase 1 and 2 actions – having a complete EA will give us additional valuable information to move forward with all phases of the project - *In Progress*
- » Geotechnical evaluation to determine existing section depth and condition - *Complete*
- » Field survey for establishing design grades - *Complete*
- » Preliminary layouts - *Complete*
- » Revised cost estimates based on survey and geotech information – Accuracy is key for this large undertaking. With accurate cost estimates we can then start looking at phasing and funding in detail. - *In Progress*
- » Draft safety plans, airlines, and airport user coordination – When we have all of the information we need, we can then devise the work and safety plans. - *In Progress*

Now that the 30% Design items are completed, we will move to wrap up EA final design, which also includes some additional items to address before it's complete.

Once complete the Airport's Runway will serve the Airport well for the next 50 years.



QUALIFICATIONS

1a

RUNWAY AND TAXIWAY LIGHTING

As part of the Runway Rehabilitation we recommend addressing the runway and taxiway lights. The current system is aged and in need of replacement. The current regulators date back to the 1980's. J-U-B's in-house electrical team will work with the Airport and ATC to ensure that the new lighting system has the necessary controls to meet future needs and LED lights will be installed to assist with energy costs and future maintenance and Part 139 Certification for years to come.



2

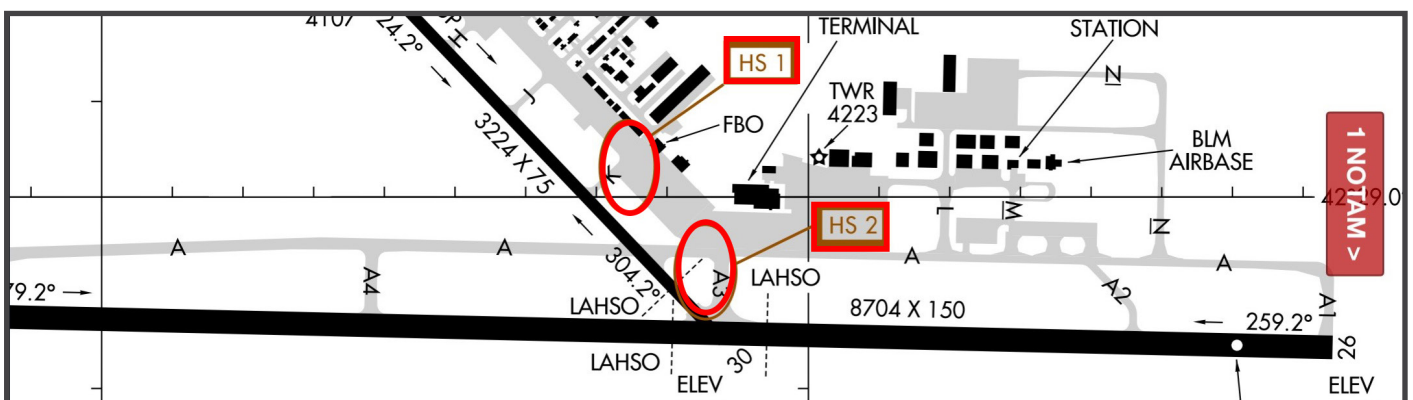
CROSSWIND RUNWAY

While reviewing the planned crosswind runway location, the J-U-B team discovered that the location shown on the current master plan could not meet transverse way clearance on the south side of Runway 8/26. As a result, the runway would need to be shortened by 400' and require extensive amount of excavation. It would also encroach upon the landfill to the north. J-U-B prepared multiple alternatives along with a list of pros and cons to present to City Staff and FAA for consideration.

The preferred option would shift the crosswind runway 700 feet west, achieving a 3000 ft runway and opening 39 acres for future aviation development. This preferred alternate allows for safer runway profile grades and runway length, clears the landfill, and enable us to begin the process of addressing RPZ protection across the county road.

Realignment of the crosswind and moving connector taxiways, as indicated in the preferred alternative, would also correct Hot Spots 1 and 2 (As shown below). The intersection of Taxiway A3, which FAA and the ATC have noted as major safety concerns that are not supported by Current Advisory Circular guidance, will be corrected to meet current standards.

In April of last year, J-U-B and the City presented the alternatives to the FAA. FAA requested a revised ALP depicting the changes and for airspace review. The City recently received the FAA's "no objection" letter allowing us to move forward with the preferred alternative.



QUALIFICATIONS

3

Equipment

Even though the Runway 8/26 project will use up a major portion of the FAA funding over the next couple of years, the airport is in need of equipment purchases for snow removal and safety operations. J-U-B is always actively looking for additional funds for the airport for these types of projects. After reviewing the equipment needs with the FAA, the FAA agreed to add these items to the CIP in the "DS 100" category in case additional discretionary funds are available before 2031. With recent zero percent match grants, the airport may have an opportunity to pursue PFC dollars to purchase equipment.



4

PAVEMENT MAINTENANCE

J-U-B is always looking for ways to help the airport to cost effectively maintain their pavements. We've worked with Asphalt System Inc. (ASI) to allow them to use sections of asphalt for the development of the new FAA approved Friction Seal. Twin Falls is the example of how to proactively perform routine pavement maintenance to get the most out of capital investments. We are seeing 20-plus year lifespan for asphalt sections at the Airport, which is well beyond industry standards.



QUALIFICATIONS

5

TERMINAL ACCESS IMPROVEMENT

The initial design was completed in 2024 and is awaiting funding. We will continue to engage the FAA to apply for discretionary funding and prepare additional applications. We are also watching to see what other types of unique funding may come available in the near future.

We will also continue to build relationships with Senators Crapo and Risch along with Congressman Mike Simpson. We have been pursuing an opportunity through Simpson's office called Community Project Funding (CPF). There is more work to be done, but we will continue to assist the Airport in supplying for this funding. We have also engaged Simpson's local staff and staff in Washington DC; they have been open to options and discussing future applications.

We will continue to work hard to move this project forward to a reality.



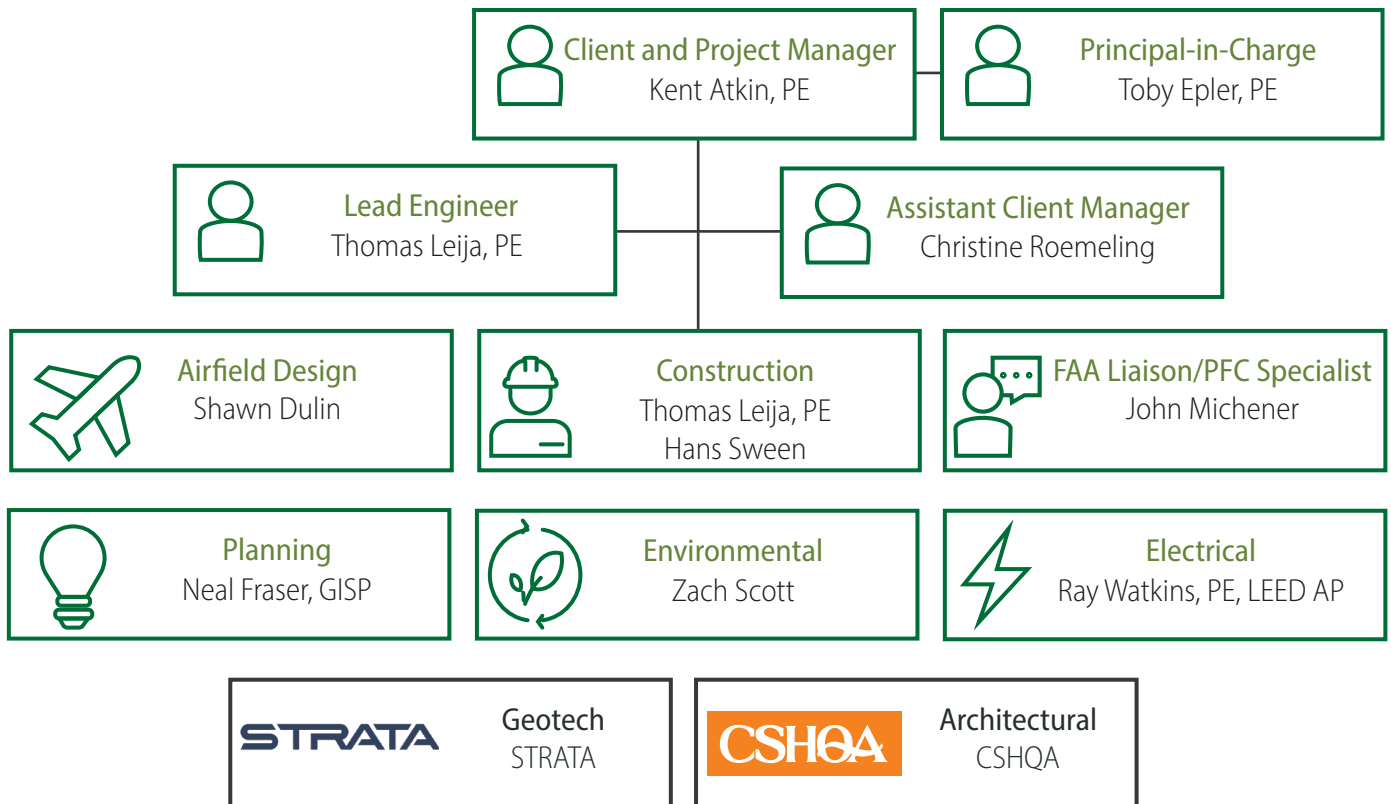
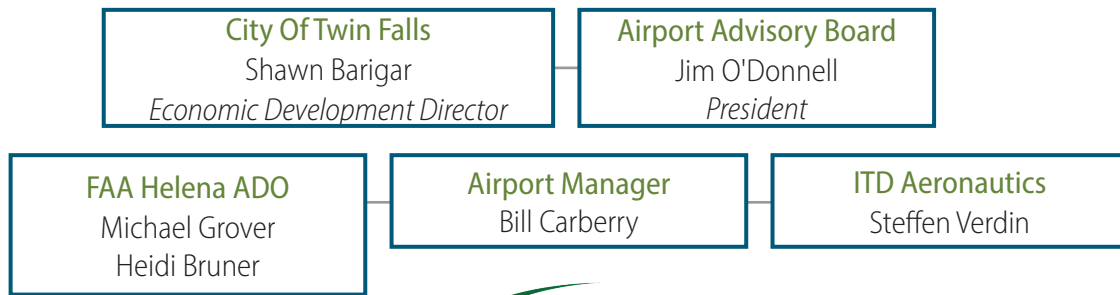
QUALIFICATIONS

CURRENT AIRPORT PROJECTS

Team Members	Project Name	Contract Signed	Project Closed Out	Project Manager
Buhl Municipal Airport, Buhl, ID Neil Ring, Airport Manager, 208-543-5650				
Kent, Thomas, Shawn, Christine, Toby	Runway Rehabilitation	6/21/2022	Ongoing	Kent Atkin
Caldwell Industrial Airport, Caldwell, ID Scott Swanson, PBA, Director of Aviation, 208-459-9779				
Toby, Shawn	Construct Taxiway B-3, Extend Taxiway B, and Expand Terminal Apron	2/6/2024	Ongoing	Toby Epler
Toby, Shawn	Construct New Federal Contract Tower	9/4/2024	Ongoing	Toby Epler
Gooding Municipal Airport, Gooding Idaho Dale Thomas, Airport Manager, 208-439-5934				
Thomas, Shawn	Extend Taxilane and Rehabilitate Apron Taxilanes	3/18/2024	Ongoing	Kent Atkin
Jerome County Airport, Jerome, ID Marty Luhr, Airport Manager, 208-420-1158				
Kent, Toby, Thomas, Shawn, Christine	Rehabilitate Runway 9-27 and Replace Beacon	8/17/2020	5/31/2022	Kent Atkin
Kent, Toby, Thomas, Shawn, Christine	Extend Taxilane and Rehabilitate Hangar Taxilanes	5/22/2024	Ongoing	Kent Atkin
Magic Valley Regional Airport, Twin Falls, ID Bill Carberry, Airport Manager, 208-733-5215				
Kent, Toby, Thomas, Shawn, Christine	Extend Taxiway N	6/22/2021	5/23/2023	Kent Atkin
Kent, Toby, Thomas, Shawn, Christine	Terminal Access Design	11/27/2023	Ongoing	Kent Atkin
Kent, Toby, Thomas, Shawn, Christine, Zach	EA and 30% Design runway 8/26	11/27/2024	Ongoing	Kent Atkin
Mountain Home Municipal Airport, Mountain Home, ID Chris Curtis, Public Works Director, 208-587-2108				
Toby, Shawn	Construct Hangar Taxilanes	2/15/2022	12/1/2023	Toby Epler
Toby, Shawn	Design BLM SEAT Base	8/22/2022	2/7/2024	Toby Epler
Toby, Shawn	Construct Hangar	3/28/2023	Ongoing	Toby Epler
Toby, Shawn	BLM SEAT Base Construction (Site Work & Connector Taxiway) - IMC Bid	7/28/2023	Ongoing	Toby Epler
Toby, Shawn	BLM SEAT Base Construction (Utility Building, Ops Building; Shade Structure) - TCG Bid	7/28/2023	Ongoing	Toby Epler
Nampa Municipal Airport, Nampa, ID Lynsey Johnson, Airport Superintendent, 208-468-5823				
Toby, Shawn	Install AWOS	Soon	Ongoing	Toby Epler
Toby, Shawn, Zach	Construct Stormwater Pond	Soon	Ongoing	Toby Epler
Toby, Shawn	Construct Taxilanes	Soon	Ongoing	Toby Epler
Ontario Municipal Airport, Ontario, OR Dan Cummings, City Manager, 541-889-7684				
Toby, Shawn	Design BLM SEAT Base	8/15/2023	Ongoing	Toby Epler
Toby, Shawn, Christine	Expand Jet Apron	3/5/2024	Ongoing	Toby Epler

QUALIFICATIONS

We have always developed your team with the needs of your Airport in mind. This team will work continue to work under the direction of Kent Atkin, PE – your Project Manager – who will be responsible for achieving your project goals and expectations. He will be your day-to-day contact and will oversee all aspects of work at your airport while being supported by other members of the J-U-B team. More details on our Key Team Members is include on the next few pages.



QUALIFICATIONS



KENT ATKIN, PE | PROJECT MANAGER

Years of Experience: 25+, **Private Pilot:** #3435146, **Professional Engineer:** ID, NV, WA, **Education:** BS, Civil Engineering, University of Idaho, 1998

Kent will continue to be the Airport's Client Manager and primary day-to-day contact. He will be responsible for coordinating and communicating with the FAA, the City, and the Airport. Kent will continue to facilitate and lead the processes needed to bring the runway and crosswind projects to fruition. He will also be responsible for the project formulation for each project, including the development of the Scope of Work, Engineering Services Costs, and negotiation of cost with the independent estimator and Owner. Kent will be responsible for managing staff and resources for his team on the Airport's projects.

Kent's passion is all things aviation. Throughout high school and college, he worked at FBO's performing various jobs from aircraft maintenance to fueling and cleaning hangars and aircraft—earning his pilot license at 17. Because of Kent's vast background in aviation, he has a unique way of coordinating projects with airport staff and users. His in-depth understanding of airport operations makes him effective in planning, designing, and constructing complex civil/aviation projects.

Kent takes an active part in all of the events at the Airport and is heavily involved in the upcoming Airshow. He is also active in the Magic Valley Aviation Community and considers himself to be a part of the Magic Valley Family. He is also the president of the Twin Falls Flyerz.

RELEVANT SIMILAR EXPERIENCE



Buhl Municipal Airport | Runway Reconstruction & Lighting



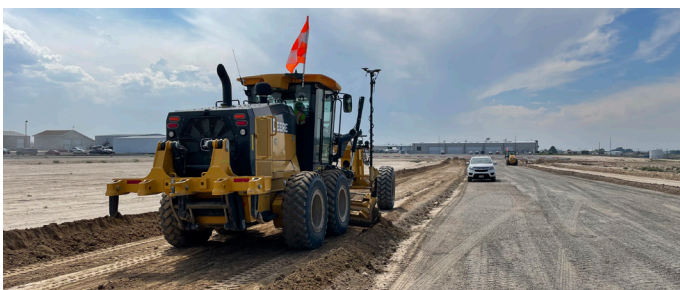
Jerome County Airport | Runway Rehabilitation & Lighting



Challis Airport | Runway Reconstruction & Lighting



Magic Valley Regional Airport | Taxiway A



Magic Valley Regional Airport | Northeast Development



Magic Valley Regional Airport | Apron Expansion

QUALIFICATIONS



Toby Epler, PE | Principal-In-Charge

Years of Experience: 20, License: PE: ID, OR, WA, Education: BS, Civil Engineering, University of Idaho, 2002

Toby has a wealth of knowledge planning, coordinating, designing, and constructing complex civil/ aviation projects. He has extensive project management experience gained through GA on-call service contracts. His responsibilities include overall management of planning, engineering, and construction projects. Toby has worked at airports all across the Intermountain West over his 20 years in the industry, including Idaho and Nevada. Toby is the Corporate Manager for J-U-B's Aviation Services Group.

Role/Responsibility: As Corporate Aviation Services Group Manager, Toby is able to review, negotiate, and sign contracts, help coordinate and leverage personnel to provide adequate resources for a variety of projects.



Caldwell Executive Airport | Runway Reconstruction



Mountain Home Municipal Airport | Seal Coat



Thomas Leija, PE | Lead Engineer

Years of Experience: 7 License: PE: ID, Education: ME, Civil Engineering, University of Idaho, 2016

Thomas has been providing airport design and construction projects out of J-U-B's Twin Falls office over the last 7 years, completing projects ranging from new taxilanes at the Jerome County Airport to a runway reconstruction at the Buhl Municipal Airport. Raised in nearby Hagerman, Thomas loves serving the communities he grew up around. Thomas has also worked alongside Kent on design and construction projects at the Magic Valley Regional Airport and is excited to continue to support Kent and the Magic Valley Regional Airport. Thomas' attention to detail makes him very valuable in his role as Project Engineer, where he will continue to work alongside Kent to develop successful projects and provide strong construction management.

Role/Responsibility: Thomas will support Kent and the team as both the design and construction lead on projects at the Airport. Thomas also stands ready to respond quickly to any airport or town needs from the Twin Falls office.



Magic Valley Regional Airport | NE Development



Buhl Municipal Airport | Reconstruct Runway

QUALIFICATIONS



Christine Roemeling | Assistant Client Manager

Years of Experience: 18

Christine has spent the last 18 years working with clients and setting up grant and compliance processes to protect our Clients. She understand what auditors are looking for and the best way to review, organize and verify all of the compliance documentation. Christine has assisted Kent with an assortment of items to include project documentation, grant assurance compliance (DBE, ACDBE, Civil Rights...etc), and certified payroll oversight on your projects over the last 10 years and is familiar with your airport, staff and its compliance needs. Christine also enjoys working with the Airport on the various airport events.

Role/Responsibility: Christine will assist with compliance, events and other items as needed.



Magic Valley Regional Airport | 2023 Airshow



Magic Valley Regional Airport



John Michener | FAA Liaison/PFC Specialist

Years of Experience: 20, **Education:** MS, Civil Engineering, Brigham Young University, 2008

John utilizes his 15 years of experience at the FAA to effectively communicate across the various levels of the FAA by tapping into his experience as an ADO Manager, a Management Program Analyst in the Office of Airport Planning and Programming in Washington, DC and an ADO Program Manager. He has an intimate knowledge of the federal AIP and PFC program requirements associated with project eligibility, financial reporting and grant management. He personally issued over 100 FAA sponsored grants for a total of more than \$200M through maximizing the use of FAA primary airport entitlements, cargo, passenger facility charge and discretionary funding. His passion for aviation extends beyond grant administration into working one on one with airports to achieve their goals by understanding their needs and helping them create a personalized plan that complies with federal requirements. **Role/Responsibility:** John will act as a liaison with the FAA and provide guidance to the Airport on managing their Passenger Facility Charge program.



Shawn Dulin | Design Lead

Years of Experience: 23, **Commercial Pilot:** 0120299, **Remote Pilot:** 4303095, **Education:** AAS, Drafting Technology, ITT Technical Institute, 1998

Shawn has participated in the development of various projects including runway, taxiway and apron rehabilitations, new taxiways and realignments, and master plan ALP drawings. **He is a licensed private and commercial pilot.** As the head of J-U-B's CAD Team, Shawn stays abreast of all current software updates and tools to assist in our design efforts. **Role/Responsibility:** Shawn will oversee your project designs to ensure project designs and plan sets are clean, complete, and constructible.

QUALIFICATIONS



Hans Sween, EIT | Design and Construction

Years of Experience: 3, **Private Pilot:** #4944072, **Engineering Intern:** ID 10025, **Education:** Bachelor of Civil Engineering, University of Idaho, 2022

Hans works with the Airport team on projects out of the Lewis Clark Valley and Twin Falls Office. He has been the lead Construction Inspector on a number of projects including the Idaho County Pavement Seal Coat project as well as Hazelton and Buhl Airport runway projects.

Role/Responsibility: Hans will provide aviation engineering, as well as on-site construction observation at your airport projects. He will also provide support with FAA Documentation, DBE Plans, and reporting.



Neal Fraser, GISP | Planning

Years of Experience: 20+, **Professional Certifications:** FAA Airports GIS #FAAIDLE20100628-00017; GISP #67009, **Education:** Airport Planning and Design, Embry Riddle University, 2019

Neal manages our Airport Master Plan projects throughout the FAA Northwest Mountain region. Specializing in airport planning and GIS, he has a good working relationship with FAA Airports and Flight Procedures offices. Neal has led and participated in over 35 airport planning projects, including AGIS, and airport master plans. **Role/Responsibility:** Neal will assist with your ALP Update and other aviation planning needs.



Zach Scott | Environmental

Years of Experience: 8, **Education:** BA, Biology, Whitworth University, 2016; BA, English, Whitworth University, 2016

Every FAA project has some type of required environmental component. Zach will manage and compile the needed environmental documentation to keep your projects moving forward. He has worked closely with the Helena ADO, Seattle ADO, and Phoenix ADO on environmental clearances for a multitude of aviation projects. **Role/Responsibility:** Zach will assist the team with all resource evaluations, agency coordination, and environmental documentation for proposed improvements to the Airport.



Ray Watkins, PE, LEED AP | Electrical

Years of Experience: 30+, **Professional Engineer:** ID, UT, NV WA, OR, CO, WY, **Education:** Electrical Engineering University of Idaho, 1989

Ray has over 30 years of electrical and control systems experience and serves as J-U-B's corporate Electrical Engineering Group Manager. He has extensive experience with airport lighting and control systems; NAVAID lighting, PAPI and REIL systems, Runway and Taxiway lighting, PAALC systems; parking and ramp lighting; airfield facilities including fuel, maintenance, hanger and Snow Removal Equipment buildings, and FAA design requirements and documentation. Additionally, Ray is an experienced construction manager providing startup and commissioning support. **Role/Responsibility:** Ray will be the lead electrical engineer.

J-U-B AVIATION SERVICES GROUP BY THE NUMBERS

44 AIRPORT CLIENTS ACROSS THE INTERMOUNTAIN WEST, INCLUDING 13 IN THE HELENA ADO

120+ Airport Projects Completed in the last 5 Years including

11 

Runway Projects

24 

Taxiway Projects

27 

Apron Projects

23 

Seal Coat Projects

QUALIFICATIONS

FAA EXPERIENCE

Over the past 40 years, J-U-B has developed very positive relationships with the FAA. We pride ourselves on having solid relationships and we regularly communicate with FAA staff frequently. Our firm is currently working with four different FAA Airport District Offices (ADO) including the Helena, Seattle, Phoenix and Denver ADOs. J-U-B provides hands-on grant assistance and project administration services for every FAA/AIP and State project in which we are involved. Our FAA Experience with the Helena ADO is highlighted in the table below:

J-U-B Team Experience with FAA Helena ADO staff					
Airports	Airport Planning	Environmental Assessment	Airport Design	Construction Administration	Property Acquisition
Twin Falls		✓	✓	✓	✓
Buhl			✓	✓	
Gooding			✓	✓	
Challis	✓		✓	✓	
Jerome	✓	✓	✓		✓
Nampa		✓	✓	✓	
Caldwell	✓	✓	✓	✓	✓
Mountain Home			✓	✓	

Focus On Your Airport's Needs During Change

There are a lot of changes happening within the FAA. This requires us to be diligent in staying on top of grant opportunities and changes within the federal guidelines. We will continue to stay apprised of the changes and potential funding, keeping you in the loop. We will also work to have future projects ready for the opportunity to accept last minute federal dollars that could be used for your projects. J-U-B understands these challenges and takes our role as your trusted advisor seriously.

FAA AIP Grant Writing And Administration

J-U-B has worked with you in the past on your AIP grants and we are looking forward to continuing to provide you this assistance. We believe we are extremely persistent in this effort. As soon as a new Capital Improvement Plan is established, we work closely with the FAA and the State to ensure that they are aware of and active in maintaining a funding stream for your projects. In addition, J-U-B is also actively tracking other federal and state government grant opportunities. We actively monitor upcoming programs that might be of use to our clients with significant airport needs, including water, sewer, telephone, and hangars, providing grant funding applications and monitoring the results. Our philosophy is to be a persistent advocate for our clients. If a grant application is unsuccessful, we'll work with the grant agency to address problems with the application and secure the funding.

Compliance with AIP Contract Provisions

Part of our FAA experience is in developing contract documents for your projects containing the required federal provisions including: bonding requirements, EEO and affirmative action law, federal labor provisions, environmental regulations, contractor debarment criteria, DBE subcontracting requirements, trade restriction clauses, non-collusion, protection of FAA facilities, and drug-free workplace requirements. During construction, we monitor the contractor's weekly payroll and we conduct periodic wage rate interviews of the contractor's personnel. Federal provisions are also changing and we are monitoring these to make sure we are providing the required documents to keep you compliant.

We have provided you with the following AIP grant administration services in the past and will continue to assist you with them:

- » Project Programming / ACIPs
- » Grant Applications
- » DBE Plans and Programs
- » FAA Reimbursement Requests
- » Project Financial Services
- » Project Close Out / Final Reports
- » Weekly / Monthly / Quarterly Progress Reports
- » Federal Regulation Compliance
- » Miscellaneous Administration Reports

QUALIFICATIONS

SUBCONSULTANTS

J-U-B has partnered with STRATA and CSHQA, two highly-qualified and regionally experienced consultants to meet the needs of the Airport. The J-U-B team has worked closely with the companies on past successful airport projects

Strata - Geotechnical

STRATA STRATA was established in 1974 to provide geotechnical and construction consultation services throughout the northwestern United States. STRATA provides quality, value-based, geotechnical, environmental, and material testing services through regional managers and employees in each of STRATA's offices. Each office is invested in its perspective local communities' success. With vested ownership in the corporation, the goal of each of their regional managers is to serve their clients and protect their investments. They accomplished this by establishing long-term, professional relationships within the communities where they live. STRATA has worked on numerous airport projects throughout southern Idaho, including the Magic Valley Airport.

STRATA has a strong understanding of FAA Design and Construction Specifications and Standards. STRATA will work alongside J-U-B to help with the Airport Pavement Design and Evaluation.



CSHQA - Architect

CSHQA CSHQA is an employee-owned architecture and engineering company with over 40 years of aviation experience. They specialize in design for small hub, non-hub, and general aviation airports and help airports re-purpose and expand existing spaces, upgrade to new safety, security and communications standards, and design and build new facilities as well as maximize the value of each dollar spent. They offer a cohesive, full-service team of architects, engineers, interior designers and communications specialists that understands the imperative of meeting FAA and TSA design and safety standards, while seeing to the comfort and convenience of the flying public.

Project experience includes:

- » Terminal buildings
- » Hangars and air cargo buildings
- » Snow removal equipment and maintenance facilities
- » ARFF buildings
- » Baggage handling systems
- » Rental car concessions
- » Restaurant and retail concessions
- » Landside access, parking and landscaping



QUALIFICATIONS

CAPABILITY OF BRANCH OFFICE

J-U-B's corporate headquarters are in Meridian, Idaho. J-U-B has 22 offices in 7 states and each of our offices and groups both work independently as standalone offices and as a cohesive team. Our Aviation Service Team members are extremely good at this as we have been operating as a group for over 10 years. We have always been spread across 5 states and multiple offices, but we work together frequently on a multitude of projects sharing their experience and knowledge. Toby Epler, the Aviation Services Group Manager, facilitates this work style and is located 2 hours away in Meridian, he travels to Twin Falls and is a great resource that both Kent and Thomas can rely on to ensure that the resources they need are available.

Technology today makes a branch office seem less like an extension and more like "just another office next door." Microsoft Teams allow us the ability to meet with both internal and external team members to solve a problem, ask for advice, or simply discuss an ongoing project or issue. Teams can put all the people in the same space and allow creative ideas and problem solving to happen quickly. Teams has been a game changer when communicating with the FAA throughout the sponsorship change as well as the EA and 30% Design. We were able to share ideas and work through plans on multiple teams calls to come to a viable path forward.

In person – Nothing is better than getting in the car and being at the Airport in less than 15 minutes. This proximity allows us to assess the needs in person, ask questions and often address the needs right then and there. We know not everyone that you rely on is in Twin, but we work hard to have Christine and Zach in Twin Falls often.



QUALIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITIES

It is the policy of J-U-B to observe and comply with the Civil Rights Act, the Federal Equal Pay Act, Americans with Disabilities Act, and the Age Discrimination in Employment Act, as well as the applicable rules and regulations of the various states, counties, and cities where the firm contracts for business. We have developed an Affirmative Action Policy which guides our recruitment, employee screening, hiring, and all areas of concern to employees with the goal of equal opportunity for members of minority groups and women.

In addition to using Disadvantaged Businesses as subconsultants wherever possible, it is the policy of J-U-B to provide Equal Employment Opportunities to all persons without regard to their race, color, religion, sex, age, or national origin, and to promote the full realization of equal employment opportunities through a positive continuing education program. In the implementation of this policy, the firm takes every reasonable affirmative action necessary to attract and retain qualified persons.



DISADVANTAGED BUSINESS ENTERPRISE (DBE)

We write and maintain DBE Programs and goals for all of our Airport Clients including the Magic Valley Regional Airport; therefore, we are intimately familiar with the DBE needs for both design and construction. These include program plan updates, 3-year goals, and annual reporting to ensure you remain in compliance with your Grant Assurances and provide opportunities for disadvantaged and small businesses.

It can be tricky to find Aviation DBE subconsultants to assist with J-U-B's design work. We are, however, aware of the importance of using these DBEs and wherever possible will look for opportunities to include them in our work and provide the good faith efforts as we do so. We will strive to utilize DBE's whenever possible and work to achieve your needed goals.

A part of the pre-bidding meetings conducted when a project is advertised, we emphasize to the contractors the need to use good faith efforts to find and include DBE subcontractors with their bid. We also use Idaho Transportation Department's Civil Rights website to determine if there are potential DBE firms to connect with potential bidders, promote the use of DBEs in all contracts, and help to remove barriers to participation of DBEs by breaking out construction specific work items.

QUALIFICATIONS

RESPONSE TO CONTRACT STATEMENT

For all contracts of Respondent or any subsidiary, parent or affiliate of Respondent:

1. For services similar to the Services that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years, the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination; **None.**
2. The name and address of the surety and date of any forfeited or canceled sureties or bonds within the past five (5) years; **None.**
3. A detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services during the past five (5) years; **None.**
4. And a description, date of filing and address of court for any petition in bankruptcy filed by or against Respondent or any wholly- owned subsidiary, parent or affiliate of Respondent during the past five (5) years; **None.**



September 29, 2025, City Council Meeting

To: City Council

From: Bill Carberry, Airport Manager

Request: Request to approve Resolution 2025- xx adopting Magic Valley Regional Airport's Air Carrier Incentive Program and authorize the mayor to sign the Resolution.

Time Estimate: The presentation will take approximately 10 minutes. Following the presentation, additional time may be necessary for questions.

Background: In keeping with our strategic planning efforts to expand air service opportunities at our local airport, staff have developed an Air Carrier Incentive Program (ACIP) to assist with recruiting new and expanded air service. The goal of the program is to increase nonstop scheduled air service and passenger traffic at TWF and to sustain this service over the long term. The ACIP helps maximize available commercial air service that supports economic growth, stability, and quality of life in the region.

The program sets levels of incentives for abating airport fees and provides funding for marketing based upon prescribed eligibility requirements for new and/or expanded air service.

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

Budget Impact: The FY 2025 budget includes a total of \$60,000 available for the program. In future years the budget will need to include some level of funding to be able to support the program if new eligible air service opportunities arise. Annual funding for the program is available as budgeted and may be limited to the first eligible air carrier that is granted an incentive.

Regulatory Impact: This Air Carrier Incentive program is compliant with the guidelines set forth by Federal Aviation Administration's (FAA) Air Carrier Incentive Program guidance issued December 7, 2023.

The Program may be amended, modified, or discontinued at any time by TWF for any reason or as required by federal law, FAA rules and regulations, or the terms of TWF's grant assurances.

Conclusion: Staff recommends the City Council approve Resolution 2025 xx, and authorize the mayor to sign the Resolution.

Magic Valley Regional Airport (TWF)

Air Carrier Incentive Program

Implementation Date: October 1, 2025

Program Expiration Date: September 30, 2028

Revised:

Program Introduction

The goal of TWF's Air Carrier Incentive Program (ACIP) is to increase nonstop scheduled air service and passenger traffic at TWF and to sustain this service over the long term. The ACIP helps maximize available commercial air service that supports economic growth, stability, and quality of life in the region.

This Air Carrier Incentive program is compliant with the guidelines set forth by Federal Aviation Administration's (FAA) Air Carrier Incentive Program guidance issued December 7, 2023.

The general principles of that guidance include:

- Discrimination between carriers participating in an Air Carrier Incentive Program (ACIP) and non-participating carriers must be justified and time limited.
- A sponsor may not use airport revenues to subsidize air carriers.
- A sponsor may not cross-charge non-participating carriers or other aeronautical users to subsidize ACIP carriers.
- The terms of an ACIP should be made public.
- Use of airport funds for an ACIP must not adversely affect airport operations or maintenance.

This Program is subject to and subordinate in all respects to federal law and FAA rules and regulations, including without limitation the federal grant assurances executed by the City of Twin Falls, ID in connection with the Airport, as the same may be amended or replaced from time-to-time, and the FAA's Policy Regarding Air Carrier Incentive Programs, effective December 7, 2023. The Program may be amended, modified, or discontinued at any time by TWF for any reason or as required by federal law, FAA rules and regulations, or the terms of TWF's grant assurances.

Program Objectives

- Clearly define available airline incentives
- Expand the number of nonstop destinations available at TWF
- Reduce initial operating costs and start up risks for airlines
- Promote competition in airfares
- Increase long-term airport revenue generation through passenger growth and retention

Definitions

Origin airport: The airport that is providing an incentive under an ACIP. For the purposes of this policy, the origin airport shall be TWF.

Incumbent Carrier: An air carrier currently providing air service to the origin airport.

New Entrant Carrier: An air carrier that is not currently providing any air service to the origin airport, nor has it provided air service to the origin airport within the most recent 24 months.

New Service:

- Any nonstop service to an airport destination not currently served with nonstop service from the origin airport;
- Any service to the origin airport by a new entrant carrier; or
- A significant increase in capacity on preexisting service to a specific airport destination.

Preexisting service: Service to any airport destination that is currently served nonstop from the origin airport. An airport destination served nonstop only in one season is considered not currently served nonstop during the off- season.

Seasonal Service: Nonstop service that is offered for at least 8 weeks but fewer than 7 months of the calendar year.

Annual Service: Nonstop service that is offered for 7 months or more in the calendar year.

Unserved Destination: An airport destination without nonstop air service in the most recent 6 months.

Incentive Categories

1. New entrant carrier with new annual service to a previously unserved destination.
 - 100% waiver of landing fees, ARFF fees, & terminal use fees for 24 months
 - 100% waiver of exclusive use terminal rents for 24 months
 - \$30,000 in marketing support for the first 12 months of service and \$30,000 in marketing support for the second consecutive year of service.
2. New entrant carrier providing new annual service to an already served destination.
 - 100% waiver of landing fees, ARFF fees, & terminal use fees for 12 months
 - 100% waiver of exclusive use terminal rents for 12 months
 - \$20,000 in marketing support for new service to be used during the first 12 months of service
3. Incumbent carrier at TWF providing annual service to a new, previously unserved destination.
 - 100% waiver of landing fees, ARFF fees for 24 months on new service only
 - \$30,000 in marketing support for the first 12 months of service and \$30,000 in marketing support for the second consecutive year of service.
4. New entrant or incumbent carrier at TWF providing seasonal service to new, previously unserved destination.
 - 100% waiver of landing fees & ARFF fees for the seasonal period (up to 7 months)

- Incentive may be applied for up to 3 consecutive seasons (maximum of 21 months)
 - \$10,000 in marketing support for new service to be used during the first 7 months of service
5. Incumbent carrier at TWF increases annual net seat capacity by greater than 50% on a currently served route.
- 100% waiver of landing fees for incremental capacity only (to be prorated by seats if necessary) for 12 months

Eligible air carrier must report monthly flown seats and passengers over the eligible route utilizing data equivalent to the DOT T-100, comparing the most recent monthly period to the same monthly period of the prior year for all flight departures from TWF to the eligible market. The increase in seat capacity must be a 50% net increase after any corresponding reductions in capacity or frequency. The airport reserves the right to confirm flown seats using DOT T-100 data once published and adjust any applicable fee waivers at such time.

Programs Terms and Conditions

1. This incentive program is effective upon approval of the Twin Falls, ID City Council and may be amended at any time.
2. Participation in this program requires an incentive agreement between the Airport and an air carrier.
3. Due to limited budget for new service to an airport destination not currently served, TWF may restrict incentives to one carrier, the first air carrier that establishes the new service.
4. Air carriers must operate service throughout the full duration of the promotional period at the level specified in the incentive categories. If the eligible air carrier does not meet the minimum service requirements, all reimbursements to the air carrier for marketing activities shall be refunded to the Airport.
5. Waiver of terminal rent fees is only available for new entrant airlines and cannot be extended beyond 2 years by adding additional flights and/or service.
6. Marketing assistance includes cash value for activities including but not limited to advertising, public relations, digital channels, publications, and events. This cost may be paid by TWF directly to the marketing provider or by the air carrier. If paid by the air carrier, the cost is eligible for reimbursement by TWF only after the carrier has submitted a marketing plan to the Airport Manager for approval, paid the marketing provider and submitted an invoice with supporting documentation.
7. To qualify for incentives, an annual or seasonal route must be operated a minimum of twice weekly through the duration of the promotional period.
8. To qualify for incentives, a seasonal route must be operated for a minimum of 8 consecutive weeks.

9. Discontinued service that is reimplemented is not eligible until a minimum 24-month period following termination of service.
10. A carrier must begin service within 180 days of service announcement to be eligible for the incentive.
11. Charter operations, including operators under Parts 121, 135 and 380, are not eligible.
12. To qualify for incentives, a carrier must be current on payment of airport rates and charges.
13. Air carriers must use the passenger terminal to qualify for incentives.
14. Incentives may not be transferred from one carrier to another, to include main-line airlines and regional partners. Incentives cannot be transferred between routes.

Application Process

Air carriers seeking to participate in the TWF Air Carrier Incentive Program must complete the attached Application. Applications must be received at least 60 days prior to commencement of the qualifying service.

Submissions can be made electronically to bcarberry@tfid.org or mailed to:
Airport Manager
Magic Valley Regional Airport
PO Box 1907
Twin Falls, ID 83303

The Application for New Air Service Incentives at the Magic Valley Regional Airport is attached. Airport staff will review the Application against the criteria to qualify and inform the air carrier in writing of its decision. Any questions regarding the Air Service Incentive Program should be directed to the Magic Valley Regional Airport at (208) 733-5215 or bcarberry@tfid.org or dnewbry@tfid.org

Attachment A: Air Carrier Incentive Program Application

**Application For New Air Service Incentives at the
Magic Valley Regional Airport**

Air Carrier:

Proposed Start Date of Eligible Service:

Proposed Destination of Eligible Service:

Proposed Schedule and Duration for Eligible Service (days of week, frequency, year-round or seasonal):

Proposed Aircraft Equipment for Eligible Service:

Air Carrier Representative Name:

Air Carrier Representative Signature:

Date:

Airport Approval of Application:

Name:

Signature:

Date:

Attachment B: Air Carrier Incentive Memorandum of Agreement

The Air Service Incentive Memorandum of Agreement between Magic Valley Regional Airport and _ (“Air Carrier”) shall be effective as of (date) for a period of xxx (enter duration of the incentive here), but it may not exceed 36 months.

This Agreement covers the incentives for the new air service approved by the Airport Manager in the Application for the Air Carrier Incentive Program submitted by _____ (Air Carrier) on _____ (enter date of Application as shown on the email from the Air Carrier). The terms of the Magic Valley Regional Airport Air Carrier Incentive Program and the laws of the State of Idaho shall govern the Agreement.

The incentives for the service shall include: (Below define the duration and level of incentives to be provided for the new or expanded air service.)

_____ (Air Carrier) shall notify the Airport Manager via email of any planned changes in scheduled operations that impact the level (frequency and/or seats) of service detailed in the Application for the Air Carrier Incentive Program and covered by this Agreement.

If the eligible air carrier does not meet the minimum service requirements, all reimbursements to the air carrier for marketing activities shall be refunded to the Airport.

The obligations of the parties to this Agreement shall be performable in Twin Falls, Twin Falls County, Idaho.

In Witness Whereof, the Magic Valley Regional Airport of the City of Twin Falls, ID and the Air Carrier have caused this Memorandum of Agreement to be executed by duly authorized official, as of xx day of xxx.

Airport Manager

Magic Valley Regional Airport

Witness

(Air Carrier) – Title

Witness

RESOLUTION NO. 2025-()

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO,
ADOPTING THE AIR CARRIER INCENTIVE PROGRAM (ACIP) OF THE MAGIC
VALLEY REGIONAL AIRPORT (TWF).

WHEREAS, it is the desire of the Magic Valley Regional Airport (TWF) to encourage the development of sustainable air service, improve travel options for residents and visitors, and advance the economic vitality of the area; and

WHEREAS, TWF proposes to take affirmative measures to ensure the future viability of the airport and the economic well-being of the community; and

WHEREAS, the goal of TWF's Air Carrier Incentive Program (ACIP) is to increase nonstop scheduled air service and passenger traffic at TWF and to sustain this service over the long term; and,

WHEREAS, The ACIP helps maximize available commercial air service that supports economic growth, stability, and quality of life in the region; and

WHEREAS, This Air Carrier Incentive program is compliant with the guidelines set forth by Federal Aviation Administration's (FAA) Air Carrier Incentive Program guidance issued December 7, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
CITY OF TWIN FALLS, IDAHO:

That the Magic Valley Regional Airport (TWF) Air Carrier Incentive Program (ACIP) is
hereby adopted

PASSED BY THE CITY COUNCIL: _____, 2025.

SIGNED BY THE MAYOR: _____, 2025.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to approve the Guaranteed Maximum Price (GMP) of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East.

Time Estimate:

The presentation and discussion should take about five minutes.

Background:

In FY 2023, the City hired Laughlin Ricks Architecture to design a remodel of the former City Council Chambers building, located at 305 3rd Avenue East. The remodel is needed to create office space for the City's legal department and to create an employee gym. We also asked Laughlin Ricks to design a replacement lift and stairway in the police department administration building, since the old lift had failed. The plans for both projects were completed, and the FY 2025 budget includes funds to construct both projects. As the two projects are across the street from each other, we combined the two projects into one in hopes of receiving better bids for a larger project.

Earlier this year, the City hired Starr Corporation to be the Construction Manager/General Contractor (CM/GC) for the project. Starr recently completed the bidding for the project and has submitted the attached Guaranteed Maximum Price (GMP) document for the Council's approval. This document includes two key components, the project's schedule and the price. First, if approved, Starr will begin construction on October 20, 2025, and plans to complete construction by May 22, 2026. The remodel of the former Council Chambers will be phased into two parts. First, the back half of the building will be remodeled to accommodate the City Gym. When complete, the gym equipment that is currently located in the front half of the building will be moved into the newly remodeled back half. This way, employees will continue to be able to use the gym throughout the construction. Once the equipment has been moved, Starr will then remodel the front half of the building to create office space for the legal department.

The second part of the attached GMP document is the construction cost. The maximum price for the project is \$1,401,246. This price includes construction cost, Starr's CM/GC fee, and a \$75,000 construction contingency. The FY 2025 budget includes \$275,000 for the PD lift and \$1,810,000 for the legal department offices and city gym. The combined budget for both projects is \$2,085,000. The GMP is \$683,754 under budget. However, the budget was also intended to cover the cost of furniture and equipment in the building. Those costs have not yet been estimated, but we expect that this amount will be more than enough to cover furniture and equipment costs, while still having a significant savings on the project. Therefore, staff recommends that the Council approve the GMP as submitted.

Approval Process:

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

Budget Impact:

The FY 2025 budget includes \$2,085,000 for the project. The maximum price for the project is \$1,401,246. The GMP is \$683,754 below the budgeted amount for the project. Some of the remaining budgeted funds will be used for the acquisition of furniture and equipment for the gym and legal department offices. But, we should still realize a significant savings overall on this project.

Regulatory Impact:

If the Council approves this request, the GMP document will be executed by Deputy City Manager Humble, and Starr will be provided a notice to proceed with the project.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the Guaranteed Maximum Price of \$1,401,246 for the remodel of the former City Council Chambers building located at 305 3rd Avenue East, and authorize Deputy City Manager Humble to execute the attached agreement.

Attachments:

1. A133ExhibitA-2019 - Guaranteed Maximum Price Amendment



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty Third day of September in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twentieth day of January in the year Two Thousand Twenty-Five.
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Public Safety Access Lift and Twin Falls Attorney Offices Renovation

THE OWNER:
(Name, legal status, and address)

City of Twin Falls
203 Main Ave East
Twin Falls, ID 83301

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Starr Corporation
PO Box 46
Twin Falls, ID 83303

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

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

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

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

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to One Million Four Hundred One Thousand Two Hundred Forty Six Dollars (\$ 1,401,246.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

No Unit Prices

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

October 20, 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 20:53:17 on 09/23/2025 under Order No. 20250155098 which expires on 09/06/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(944982871)

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☒ May 22, 2026

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit "B"

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit "B"

Number	Title	Date
--------	-------	------

Other identifying information:

(Paragraph deleted)

(Table deleted)

(Paragraphs deleted)

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Office Trailer	\$2,940.00
Dust Walls	\$6,400.00
Dumpster/Dump Trailer	\$6,200.00
Telephone	\$1,330.00
Temp Toilets	\$2,520.00
Final Cleaning	\$4,860.00

Init.

Testing	\$2,500.00
Payment and Performance Bond	\$16,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

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

OWNER (Signature)

Mitch Humble, Deputy City Manager
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael Arrington, President
(Printed name and title)

Exhibit "A"

City of Twin Falls-Police Department and Attorney Space Tenant Improvements

September 19, 2025

Bid Package No. 1-General Construction	\$	378,000.00	
Bid Package No. 2-Millwork	\$	23,260.00	
Bid Package No. 3-Doors and Hardware	\$	80,574.00	
Bid Package No. 4-Glazing	\$	13,000.00	
Bid Package No. 5-Gypsum Board Systems	\$	126,027.00	
Bid Package No. 6-Ceramic Tile	\$	29,896.00	
Bid Package No. 7-Flooring	\$	53,016.00	
Bid Package No. 8-Painting	\$	25,955.00	
Bid Package No. 9-Conveying Systems	\$	33,800.00	
Bid Package No. 10-Plumbing	\$	85,204.00	
Bid Package No. 11-HVAC	\$	69,492.00	
Bid Package No. 12-Electrical	\$	156,430.00	
			\$ 1,074,654.00
Project Manager	\$	28,000.00	
Project Superintendent	\$	83,080.00	
			\$ 111,080.00
Allowances			
Office Trailer	\$	2,940.00	
Dust Walls	\$	6,400.00	
Dumpster/Dump Trailer	\$	6,200.00	
Telephone	\$	1,330.00	
Temp Toilets	\$	2,520.00	
Final Cleaning	\$	4,860.00	
Testing	\$	2,500.00	
Payment and Performance Bond	\$	16,000.00	
			\$ 42,750.00
Contingency			\$ 75,000.00
CM Fee			\$ 97,762.00
Total			\$ 1,401,246.00

Exhibit 'B'

Twin Falls Police Department and
Attorney Space Improvements
Drawings / Specifications / Addenda

Drawing No.	Title
	PHASE 1 SHEET INDEX
1A0-0	TITLE SHEET
1A0-1	CODE REQUIREMENTS
1A0-2	PHASE 1 SPLIT LEVEL EXIT PLANS
1A0-3	PHASE 1 MAIN FLOOR EXIT PLAN
1A1-0	PHASE 1 DEMO FLOOR PLANS
1A2-0	PHASE 1 OVERALL FLOOR PLAN
1A2-1	PHASE 1 NEW FLOOR PLANS
1A5-0	PHASE 1 BUILDING SECTIONS
1A10-0	PHASE 1 STAIR & INTERIOR DETAILS
S101	GENERAL STRUCTURAL NOTES
S201	PARTIAL STAIR PLANS
S301	STRUCTURAL STAIR DETAILS
MP0-1	MECHANICAL & PLUMBING SPECIFICATIONS
M1-1	MECHANICAL & PLUMBING FLOOR PLANS
P1-1	PLUMBING FLOOR PLAN
E0.0	ELECTRICAL SYMBOLS & DETAILS
E1.0	EXISTING ELECTRICAL PLANS
E2.0	NEW ELECTRICAL PLANS
1-6	LIFT DRAWINGS
PROJECT MANUALS	SPECIFICATIONS FOR: Twin Falls City, Police Department and Attorney Space Tenant Improvements, Twin Falls, IDAHO, 07/2025
ADDENDUM NO. 1	Date: 9/12/2025, City of Twin Falls, Twin Falls City Attorney Space and Police Station Improvements



Date: Monday, September 29, 2025
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Appointment by the City Manager and Confirmation by the Council of Amy Luna to the position of City Clerk followed by the administration of the Oath of Office for both the City Clerk and Deputy City Clerk.

Time Estimate:

10 minutes

Background:

The City Council, in accordance with Idaho State Code sections 50-204 and 50-207, is taking action to formally establish a dedicated City Clerk position. In the past, the roles and duties of City Clerk were the responsibility of the City's Chief Financial Officer with assistance from a Deputy City Clerk. This initiative aims to enhance the efficiency of municipal operations by ensuring a clear division of responsibilities, as mandated by state law. The code stipulates the appointment of specific city officers by the City Manager, with the council's consent, to facilitate effective governance. Furthermore, the City Clerk's duties of maintaining official records and administering oaths are pivotal to the transparency and accountability of local government. By realigning the City Clerk's functions from the Chief Finance Officer to a specialized role, the council is committed to upholding the highest standards of public service and ensuring faithful adherence to statutory obligations.

In addition, to ensure comprehensive coverage for services to both the public and the council, an existing administrative assistant will be transitioned to the already established Deputy City Clerk role. This transition supports the City Clerk in maintaining efficient records management, facilitating election processes, and upholding transparent governance, as mandated by Idaho statutory requirements. This role enhancement will bolster operational responsiveness and continuity within city administration.

Approval Process:

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

Budget Impact:

The position changes are currently budgeted.

Regulatory Impact:

Idaho state codes outline the duties and appointment process for city clerks, emphasizing their critical roles in municipal governance and election management. Key statutes include Idaho Code § 50-204, which details the appointment of the city clerk by the mayor, with council consent, and requires a bond for duty performance. Idaho Code § 50-207 sets forth the clerk's responsibilities of maintaining council records and laws. City clerks also manage election-related duties, such as verifying candidacy forms under Idaho Code § 50-410, and managing initiatives and referenda under § 34-1801B. Additionally, Idaho Code § 50-908 clarifies that city records are public property, with the city clerk serving as custodian without personal ownership rights.

History:

N/A

Analysis:

N/A

Conclusion:

To enhance municipal efficiency and compliance with Idaho State Code, the City Council is creating a dedicated City Clerk position, transitioning from a Deputy City Clerk title. This aligns with Idaho Code §§ 50-204 and 50-207, requiring the city clerk's appointment by the City Manager, with council consent, and setting forth responsibilities such as maintaining official records, administering oaths, and managing election duties per §§ 50-410 and 34-1801B. Idaho Code § 50-908 confirms the city clerk as custodian of public records, not owning them. A simple majority vote from council members is needed for approval, ensuring adherence to statutory obligations and public service standards.

Attachments:

1. Luna, Amy City Clerk Oath
2. Long, Rachael Deputy City Clerk Oath



City Administration
203 Main Ave. E.
P.O. Box 1907
Twin Falls, ID 83303

OATH OF OFFICE

I, Amy Luna, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of City Clerk, of the City of Twin Falls, according to the best of my ability.

Amy Luna

Date: September 29, 2025



City Administration
203 Main Ave. E.
P.O. Box 1907
Twin Falls, ID 83303

OATH OF OFFICE

I, Rachael Long, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Idaho, and that I will faithfully discharge the duties of Deputy City Clerk, of the City of Twin Falls, according to the best of my ability.

Rachael Long

Date: September 29, 2025



Date: Monday, September 29, 2025
To: Planning and Zoning Commission
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request to amend the Eastpark Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ25-0059)

Time Estimate:

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

Background:

This is a proposal to amend the Eastpark Professional ZDA special uses and development standards.

Approval Process:

Approval of a ZDA/ZDA Amendment shall be based on the following standards:

1. The proposed uses shall not be detrimental to any surrounding uses; nor shall they be detrimental to the health, safety and general welfare of the public.
2. Any variation from the underlying zoning district development requirements must be warranted by the design and amenities incorporated in the conceptual development plan.
3. The underlying zoning district and the conceptual development plan shall conform to the comprehensive plan.
4. Existing and/or proposed streets and utility services must be suitable and adequate for the proposed development. (Ord. 3082, 12-8-2014)

Changes to any of the following items constitute a departure from the conceptual development plan and requires an amendment following the process of the initial approval.

- permitted uses,
- increase in density,
- increase in building height,
- increase in building coverage of the site,
- reducing the building setbacks,
- reduction of any open space plans, or
- alteration of the overall design theme, primary architectural elements or building materials.

This is a request that proposes a departure from the permitted uses and an increase in building coverage.

Budget Impact:

N/A

Regulatory Impact:

Per City Code 10-6-1, the applicant is required to present a preliminary review to the Planning & Zoning Commission in which the Commission may give suggestions and ask questions of the applicant about the proposed amendment. On August 12, 2025, the Planning & Zoning Commission heard the preliminary presentation for this request. Following this presentation, a public hearing shall be held before the commission with a recommendation to be sent forward to council. The council shall hold a hearing and make a final determination.

Should the request be approved, staff will prepare an ordinance. The ordinance along with the final approved documents is adopted and recorded on the property. Should the request be approved as presented, a drive-thru café/coffee shop and pharmacy with drive-thru may be permitted with a special use permit on Lot 11. Furthermore, building square footage may be combined if commonly owned, allowing for larger structures.

History:

The subject property is located south of Madrona St N east of Bridgeview Blvd and north of Cheney Dr E consisting of approximately 7.5 acres and is recognized as Mixed Use and Town Neighborhood on the Future Land Use Map. This property was annexed in 1995 and zoned as part of a Planned Unit Development (PUD) with C-1, R-1 Var, R-4, and R-2 PRO zoning designations. The Eastpark PUD #213, recorded in 1998, stipulated land uses and regulated building-specific sizes based on the Master Development Plan.

The eastern area of the Eastpark PUD #213 was rezoned to R-2 PRO under the Eastpark Professional ZDA in 2017. The Eastpark Professional ZDA also stipulates specific uses that are permitted and those that require a special use permit. The special uses are retail types and are restricted to lots 2-5 within the Master Development Plan. The agreement further imposes restrictions on the maximum allowable building square footage per lot and requires the buildings to be single-story with residential-style architecture.

At the time the ZDA was approved, the commission and council were not in support of retail-type land uses being located near the residential properties to the south, and agreed to restrict them to the northern area, Lots 2-5. The building size and land use type restrictions were designed to minimize the impact on the neighborhood.

Since then, Lots 1, 8, 9, & 10 have been developed, adhering to design standards, creating a very cohesive development displaying effective zoning practices to achieve a gradual land use intensity from residential to big-box retail.

Analysis:**Comprehensive Plan Designations:**

The subject property has two future land use map designations. The northern portion has the Mixed Use designation, while the southern portion is designated as Town Neighborhood. The purpose and typical land uses found in these designations are listed as follow.

Mixed Use:

- Purpose: Encourages connectivity and caters to local/regional commercial needs through pedestrian-friendly developments, typically at major arterial intersections.

- Land Use: Supports mixed-use designs such as retail, office, restaurants, and community amenities.

Town Neighborhood:

- Purpose: Supports primarily residential development with smaller lot sizes than rural areas, promoting community and open spaces.
- Land Use: Includes homes, duplexes, parks, schools, and civic buildings.

Zoning Classifications:

Each zoning district listed in the city code has been created with a purpose along with a list of uses that are permitted with and without a special use permit within that zone. The Eastpark Professional ZDA has chosen to follow a modified version of the R-2 and Professional Office Overlay districts.

The property to the south and east of this development is zone R-1 Var. The City Code outlines the purpose and land uses of this zone as follows.

Zoning Development Agreement

Each Zoning Development Agreement (ZDA) must comply with the comprehensive plan, ensuring that land uses conform to the standards and regulations of the underlying zoning district(s), unless explicitly approved and incorporated within the agreement.

Drive-thru Amendment Analysis

The applicant is seeking to add a drive-thru on Lot 11 of the development plan. The drive-thru would be for either a cafe/coffee shop or a pharmacy. None of these three uses are listed as permitted or special within the base R2 PRO zoning districts.

Lot 11 is located at the intersection of Madrona and Cheney Dr, closest to the established residential neighborhood to the south. City Staff believe the proposal for a drive-thru on this lot would alter the development's dynamics as it interacts with the neighborhood to the south.

A drive-thru facility is more commonly situated along arterial roadways (Blue Lakes, Addison Ave, Pole Line, Washington) that can support heavier traffic and have a higher ambient noise level. Within the current City Code, drive-thrus are a Special Use, and require additional public hearings to assess potential impacts and to allow for mitigating conditions to address site-specific concerns. Permitting a drive-thru on property zoned R-2 PRO, bordered by two collectors, and adjacent to a residential neighborhood would be somewhat unconventional and inconsistent with development patterns recently decided in other parts of the City.

Staff acknowledges a contrast between a cafe/coffee shop drive-thru and a pharmacy drive-thru, each having noticeable differences of impact. A cafe/coffee shop would be more suitable in the northern (mixed-use area) of the development. These types of drive-thrus have menu boards, car queuing, some amplified sound or speakers projecting away from the building, and often cause increased disturbances to surrounding areas.

Staff does not support the cafe/coffee shop and drive thru as part of the ZDA proposal.

In contrast, a pharmacy with a drive-thru does not generally have a menu board or sound system, generally operates within standard business hours, and usually does not generate significant traffic or car queuing during peak periods; potentially having a smaller impact. Staff could be in support of this change

provided some mitigating conditions are created to reduce the impacts of traffic/noise infiltration to the nearby neighborhood.

Development Standard - Building Size Amendment Analysis

The applicant also seeks permission to allow commonly owned lots to combine their maximum allowable building square footage. This request stems from a future tenant's intention to purchase three undeveloped lots and merge their maximum square footage to construct an approximately 18,000-square-foot building. The tenant's proposal is to combine the maximum square footage of Lots 4, 5 and 6 (as shown on the Master Development Plan) to construct a larger building.

The current standards within the ZDA state:

- A maximum of 6,000 square feet per building per lot along Cheney Drive and within the development's interior, which includes lots 6, 7, 8, 9, 10, and 11, as shown on the Master Development Plan.
- A maximum of 10,000 square feet per building per lot along Madrona Street North and Bridgeview Boulevard, which includes lots 1, 2, 3, 4, and 5, as indicated on the Master Development Plan.

These sizes were originally approved by City Council to integrate smaller buildings with a residential character near homes (towards the south), and allow larger buildings to be constructed near Home Depot (on the northern part of the project). The agreement also specified certain design characteristics and limited the buildings to one story. Allowing the change as presented would keep intact all the other elements of the ZDA: limited to 1 story, overall building size no larger than the combined amounts shown on the Master Development plan, residential character of pitched roofs, etc. In addition, all other elements of the City Code like parking spaces are still required to be met.

While this change would be applicable to lots with buildings currently constructed, it is impractical that these new buildings would be demolished and a building larger than 30k square feet would be constructed.

Staff believes some increased impact would occur by allowing the building's square footage to change as presented, and we have provided a condition to help minimize that impact.

Traffic Analysis:

The following is a comparison of land use and trip generation daily, hourly and during peak hours.

Land Use	Avg Daily	Avg Hourly	AM Peak 7am-10am	PM Peak 3pm-6pm
Pharmacy with drive-thru	650	43	54	81
Cafe/Coffe Shop with drive-thru	4920	328	376	120
Medical Office (6,000 sq. ft.)	217	22	71	61
Medical Office (18,500 sq. ft.)	583	58	48	76

Public Comment:

In accordance with State and Local regulations, required notifications were posted to the property, paper, and sent to surrounding properties. The City received 21 public comments, (1) opposed and (20) in support of the request. Of the 21 letters, 20 are duplicates of the same letter. In addition, it was found that none of these individuals reside within the adjacent neighborhood and are not located within the required 500-foot public notice radius for the request. In comparison, the (1) individual that submitted a letter in opposition to the drive-thru lives within 250 feet of the development and would be directly

affected by the increases in traffic and retail hours of operation associated with the proposed drive-thru. (A map along with the letters have been attached to the staff report.)

Conclusion:

The introduction of a drive-thru facility could significantly disrupt the harmony of the existing neighborhood and could be incompatible with the comprehensive plan.

Accommodating for larger structures and limiting this change to Lot 2-7 with a maximum building square footage of 26,000 sq. ft. allows larger buildings while attempting to strike balance with the existing surrounding neighborhood and zoning districts, as well as being more compatible with the comprehensive plan.

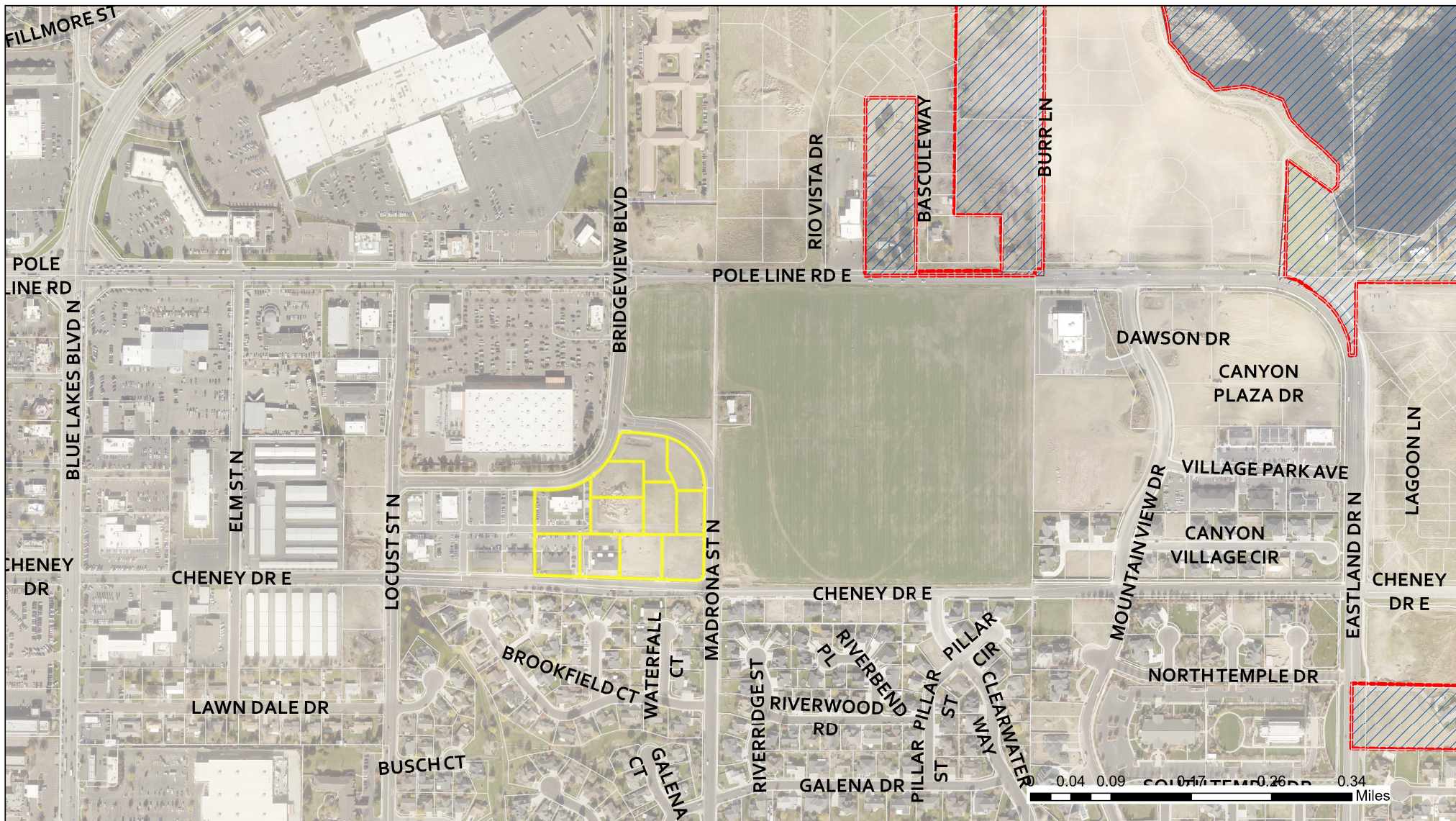
The Planning and Zoning Commission heard this request August 26, 2025 and has sent forward a recommendation for approval of the amendments, by a vote of 4-0 with the following conditions:

1. Allow commonly owned lots the maximum building square footage per lot to be combined and not to exceed 18,500 sq. ft. at ground level.
2. Allow for a pharmacy with a pick-up window only on Lot 11 of the master development plan with no speakers, public address or order board and no extended hours.

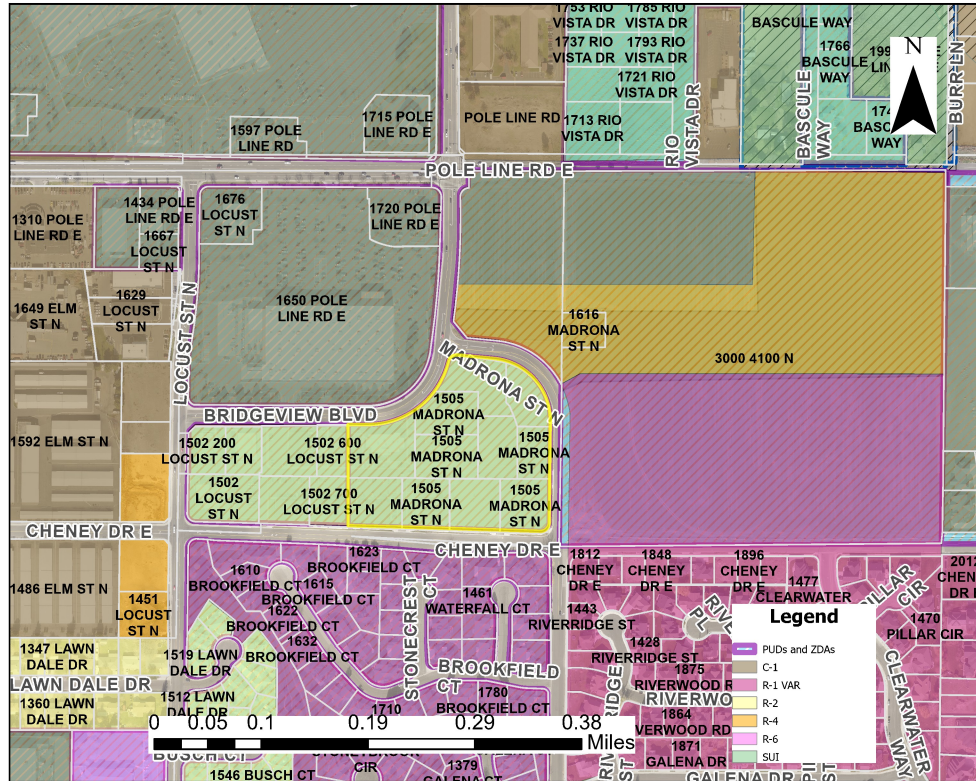
Attachments:

1. PZ25-0059 Vicinity Map
2. PZ25-0059 Zoning & FLU Map
3. PZ25-0059 Applicant Narrative
4. PZ25-0059 Requested Amendments
5. PZ25-0059 Current-Eastpark Professional ZDA
6. PZ25-0059 Proposed Amended ZDA
7. PZ25-0059 Existing Master Development Plan
8. PZ25-0059 Proposed Amended Master Development Plan
9. August 26, 2025, PZC Minutes (Eastpark Professional ZDA Amendment)
10. Public Comment

Vicinity Map



ZONING MAP



Zoning

Current Zoning: R-2 PRO ZDA

Current Land Use Designation: Professional Office/Medical Park

Proposed Land Use Designation: NA

Proposed Land Use: Drive Thru and Larger Building Sizes

Surrounding Area

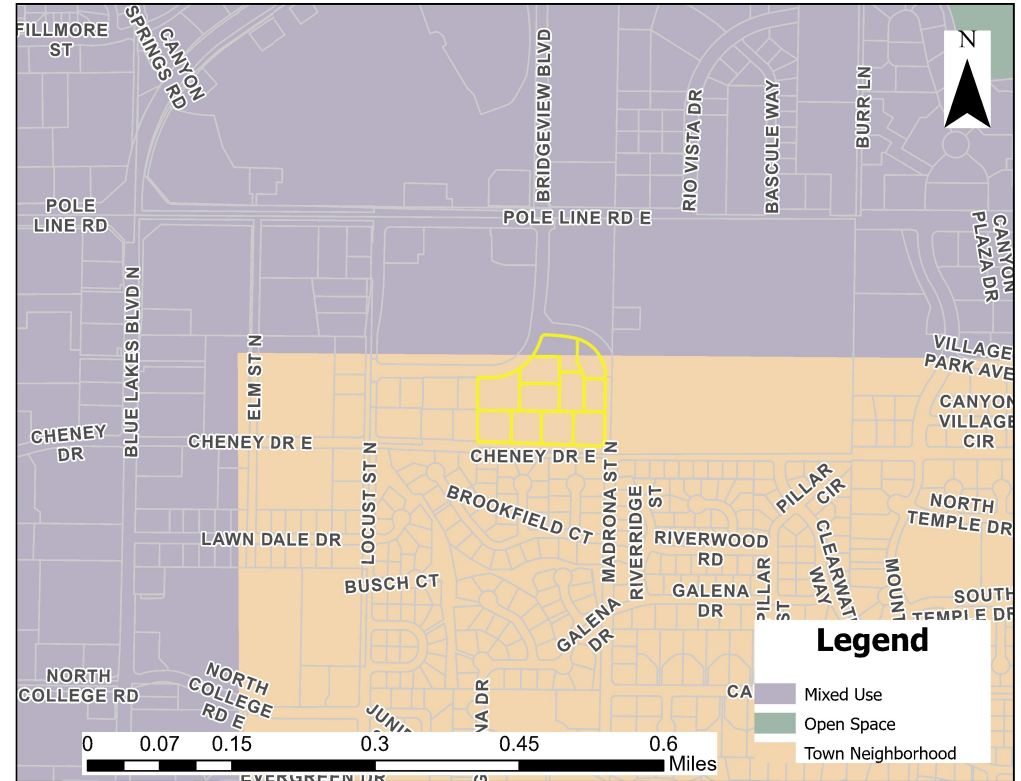
North: Madrona St N/Undeveloped

South: Cheney Dr/Residential

East: Madrona St N/Undeveloped

West: Eastpark PUD/Bridgeview Blvd

FUTURE LAND USE MAP



Regulations

10-1-4, 10-1-5, 10-6 & Eastpark Professional R-2 PRO ZDA

FLU Category

Mixed Use: Serves local and regional commercial, typically anchored by a larger retail store.

CSI: Serves local and regional educational needs in the community

To: City of Twin Falls Planning and Zoning

From: Ben Lyda – EHM Engineers, Inc.

Date: 6/17/2025

Property Location: 1505 Madrona St. N. Lot 11 (aka Eastpark Professional Subd. No. 3 ZDA, Lot 7 Block 2) Parcel #RPT16220020070

Current Zoning: R-2 with Eastpark Professional, a ZDA

Purpose of Request:

We respectfully submit this amendment to the existing Zoning District Agreement (ZDA) for the above-referenced property to modify **Section 2 (Special Use Permit Uses)** to permit a **drive-thru** use for Lot 11 (aka Eastpark Subd. No 3. Lot 7 Block 2). The current ZDA does not include drive thrus as an allowable use, and this amendment seeks to align the zoning conditions with the evolving needs of the development while ensuring compatibility with the surrounding area. Similarly a modification is requested to clarify permissible building size upon lots when a single owner develops multiple lots.

Specific Changes Requested:

The proposed amendment would modify **Section 2 (Special Use Permit Uses)** to add items as follows:

Additional Land Uses Upon Lot 11 (as shown on the Master Development Plan which requires a Special Use Permit (aka lot 7 block 2 of the Eastpark Professional Subd No. 3)

- A. Café/Coffee Shop with a Drive Thru
- B. Pharmacy with a Drive Thru

The proposed amendment would modify **Section 3 (Property Development Standards)** to add item H as follows:

H. When lots are under common ownership the limitation for square footage of building structures shall be the total combined value for the square footage for each lot owned.

Comparison to Approved ZDA & Master Development Plan:

1. Original ZDA Provisions:

- The existing ZDA Special Use Permits:
 - A. Construction Trade Office with Showrooms
 - B. Apparel and Accessories
 - C. Home Furnishings with Onsite Storage Allowed.
 - D. Sporting Goods
 - E. Bakeries (retail)
 - F. Flower Shops
 - G. Hobbies and Toy Stores
- This amendment would coincide with the Comprehensive Plan of a Mixed Use development.

2. Proposed Amendment Differences:

- **Use Expansion:** The amendment does not alter the underlying zoning (R-2) or primary permitted uses but adds flexibility for drive-thru operations, which can support uses like professional office space, and doctors' offices.
- **Design & Operational Compliance:** The drive-thru will adhere to City standards (e.g., queue management, setbacks, landscaping) to minimize impacts.

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

Impact on the Development:

1. Enhanced Viability:

- Drive thrus are highly valued by commercial tenants, as they enhance customer convenience and operational efficiency in today's market.
- This change could attract higher-quality tenants, increasing property value and tax revenue.

2. Site Plan Adjustments:

- Any drive-thru will require minor modifications to circulation (e.g., lane stacking, ingress/egress) but will not conflict with the PUD's overall layout.
 - Parking and pedestrian pathways will be reviewed to ensure no adverse effects on safety or accessibility.

3. Traffic & Noise Mitigation:

- A traffic impact analysis (if required) will ensure the drive-thru does not overwhelm existing road capacity.
- Screening (e.g., landscaping, walls) and limited hours of operation can address noise concerns.

Impact on Surrounding Area:

1. Compatibility:

- The R-2 zoning allows for higher-density residential and compatible commercial uses. A well-designed drive-thru (set back from residences, with buffering) will not disrupt the neighborhood character. The adjacent residences will benefit from the proximity to the added uses.
- Precedent exists for drive thrus in similar ZDAs in Twin Falls such as ICCU located at 2193 Addison Ave. E.

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

2. **Traffic & Safety:**

- The amendment will require compliance with City engineering standards to ensure safe vehicle stacking and pedestrian crossings.
- No negative impact on adjacent residential streets is anticipated, as ingress/egress will align with arterial roads.

3. **Economic Benefits:**

- Increased commercial activity could support nearby businesses and services.
- Property values are unlikely to be negatively affected if design standards are met.

Conclusion:

This amendment is a minor but necessary update to reflect modern development needs while preserving the intent of the original ZDA. We are committed to working with the City to address any concerns through thoughtful design and mitigation measures. We respectfully request approval to proceed with the zoning text amendment and appreciate your time and consideration.

LAND USES

The Eastpark Professional ZDA states the development shall conform to the standards and regulations of the Twin Falls City Code Title 10 Chapter 4-18 for R-2 PRO except for the following:

PERMITTED USES:

- Libraries, Museums, and Art Galleries
- Doctor's Offices
- Beauty Salons/Barbershops
- Finance and Investment Office
- Insurance and related business
- Professional Services
- Real Estate and related business
- Photography Studios

These land uses require a Special Use Permit in the PRO Overlay. Commercial Daycare and Pre schools were removed from the list as a land use.

SPECIAL USE PERMIT USES: (Lots 2,3,4 & 5 only)

- Construction Trade Office with Showrooms
- Apparel and Accessories
- Home Furnishings with Onsite Storage allowed
- Sporting Goods
- Bakeries (retail)
- Flower Shops
- Hobbies and Toy Stores

These specific land uses are outright permitted in the commercial zoning district but are not listed uses within the R-2 PRO zoning districts.

REQUESTED AMENDMENT:

SPECIAL USE PERMITTED USES: (Lot 11 only)

- Café/coffee shop with drive thru
- Pharmacy with drive thru

Development Standards

- All buildings will be constructed using residential style architecture with aesthetically pleasing finishes.
- All buildings are limited to single story
- Regulated by an architectural control committee
- Maximum 6,000 sq ft per building per lot along Cheney and within the interior specifically lots 6, 7, 8, 9, 10 and 11 on the Master Development Plan
- Maximum 10,000 sq. ft. per building per lot along Madrona Street N and Bridgeview Blvd specifically 1,2,3,4, and 5 on the Master Development Plan
- No outside storage or materials or ware yard storage shall be permitted
- Perimeter Landscaping shall be consistent with Eastpark PUD #213. Lots shall equal to or greater than 10% or the total parking area developed on a lot or 3% of the total land area.

REQUESTED AMENDMENT:

DEVELOPMENT STANDARDS:

In Addition when lots are under common ownership the limitation for square footage of building structures shall be the total combined value for the square footage for each lot owned.

ORDINANCE NO. 2017-015

TWIN FALLS COUNTY

Recorded for:

TWIN FALLS, CITY OF
11:09:57 AM 06-28-2017

2017-010101

No. Pages: 16 Fee: \$
KRISTINA GLASCOCK
County Clerk
Deputy: BHUNTER

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AMENDMENTS TO THE AREA OF IMPACT AND ZONING DISTRICTS MAP AND THE REVISED AREA OF IMPACT.

WHEREAS, Pineford Falls, LLC c/o Andrew Jarvis had made application for a rezone of properties located at the northwest corner of Cheney Drive and Madrona Street North City of Twin Falls, and an amendment of the Revised Area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 28 day of February, 2017, to consider the Zoning Designation, necessary Zoning and Planning Map amendment upon a REZONE of the real property below described, and an amendment to the Revised Area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matter on the 03 day of April, 2017.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the following described real property located at the northwest corner of Cheney Drive and Madrona Street North is the subject of a Zoning District Change and Zoning Map amendment from R-2 PRO PUD and R-1 VAR PUD to R-2 PRO ZDA.

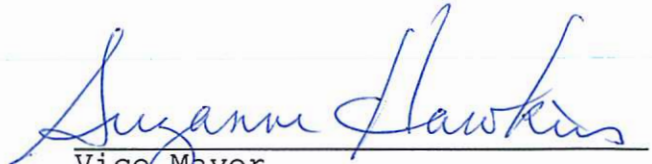
See Exhibit "A" and Exhibit "B"

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same are hereby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL
SIGNED BY THE VICE MAYOR

June 19, 2017.
June 19, 2017.


Vice Mayor

ATTEST:


Deputy City Clerk

PUBLISH: Thursday June 22, 2017

Exhibit "A"

**Legal Description
Eastpark Professional ZDA
Twin Falls County, Idaho**

Being all of Lot 1 as shown on that certain map entitled "INTERSTATE AMUSEMENT SUBDIVISION", a conveyance plat, recorded November 26, 2007, as instrument no. 2007-028231, of official record, in the office of the county recorder of Twin Falls County, said parcel of land also being a portion of Section 3, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho.

End of Description

RECEIVED

JUN 13 2017

Eastpark Professional, a ZDA
Zoning Development Agreement

CITY OF TWIN FALLS
PLANNING & ZONING

This ZDA – Zoning Development Agreement is made and entered into this ____ day of _____, 2017, by and between the City of Twin Falls, State of Idaho, a municipal corporation, hereinafter called "City" and Pineford Falls L.L.C., hereinafter called "Developer" for the purpose of developing a mixed use; professional and commercial property as a planned Zoning Development Agreement (ZDA). The Legal description of the property is 7.74 Acres, Lot 1, INTERSTATE AMUSEMENT SUBD., a conveyance plat located in the northwest corner of Section 3, Township 10 South, Range 17 East, Boise Meridian in Twin Falls county Idaho. More specifically described in attached Exhibit A.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10-Chapter 4-Section-18 for R-2 PRO, Professional Office Overlay and Chapter 6-Section -1, and all references to other sections herein, as amended, except for the following:

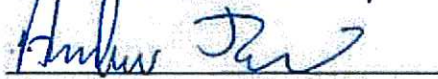
- (1) Permitted Land Uses:
 - A. Libraries
 - B. Finance and Investment Offices
 - C. Insurance and Related Offices
 - D. Real Estate and Related Offices
 - E. Doctor's Offices
 - F. Photography
 - G. Beauty and Barber
 - H. Professional Offices
- (2) Special Use Permit Uses: Additional Land Uses upon Lots 2, 3, 4, and 5 (as shown on Master Development Plan), which require Special Use Permits:
 - A. Construction Trade Office with Showrooms
 - B. Apparel and Accessories
 - C. Home Furnishings with onsite Storage allowed
 - D. Sporting Goods
 - E. Bakeries (retail)
 - F. Flower Shops
 - G. Hobbies and Toy Stores
- (3) Property Development Standards:
 - A. The area of R-2 PRO Overlay between Cheney Drive and Bridgeview Boulevard, West of Madrona and East of Locust will be restricted such that all buildings will be constructed using residential style architecture and will have an architectural finish that is aesthetically pleasing.

- B. All buildings in the development will be limited to single story construction.
- C. Building design in this area will be regulated by an architectural control committee responsible for enforcement of the restrictive covenants for that area.
- D. **Maximum 6,000 square feet per building per lot** along Cheney Drive and within the interior of the development, which includes lots **6, 7, 8, 9, 10, and 11** as indicated on the Master Development Plan.
- E. **Maximum 10,000 square feet per building per lot** along Madrona Street North and Bridgeview Boulevard, which includes lots **1, 2, 3, 4, and 5** as indicated on the Master Development Plan.
- F. No outside storage of materials or ware yard storage shall be permitted.
- G. Landscaping requirements, for all lots, shall require landscaping equal to or greater than ten percent (10%) of the total required parking area developed on a lot or three percent (3%) of the total land area, or as determined by the ZDA process, whichever is greater. Perimeter Landscaping shall be consistent with Eastpark PUD #213.

If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

- A. The city may initiate process to change the zoning classification, or
- B. New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for the any portion of the ZDA subject parcel.

Pineford Falls L.L.C.,
An Idaho Limited Liability



By: Andrew Jarvis

STATE OF IDAHO)
)ss
County of Twin Falls)

On the _____ day of _____, 2017, before me, a Notary Public in and for said County and State, personally appeared _____ personally known or identified to me to be the _____, the municipal corporation that executed the within and foregoing instrument and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho

Residing in _____

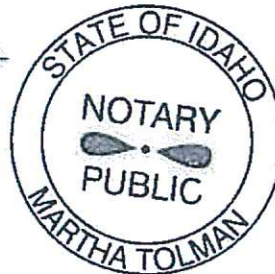
Commission Expires _____

STATE OF IDAHO)
)ss
County of Twin Falls)

On this 12th day of June, 2017, before me, a Notary Public in and for said State, personally appeared Andrew Jarvis, known or identified to me to be a partner of the general partnership of Pineford Falls L.L.C., and the partner who subscribed said general partnerships name to the foregoing instrument and acknowledged to me that he executed the same in said general partnership name.

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

Martha Tolman
Res. Twin Falls
Exp 10/17/18



EASTPARK PROFESSIONAL R-2 PRO ZDA

CC PH April 03, 2017
6:00 P.M.

IV. PUBLIC HEARINGS:

1. Request for a **Zoning District Change & Zoning Map Amendment** from R-2 PRO PUD and R-1 VAR PUD to R-2 PRO ZDA for 7.74 (+/-) acres, a portion of the Eastpark PUD #213, to develop a planned commercial development consisting of retail and professional office uses for property located at the northwest corner of Cheney Drive and Madrona Street North. % Andrew Jarvis (app.2841)

Dave Thibault, EHM Engineers, Inc., asked for a **Zoning District Change & Zoning Map Amendment** from R-2 PRO PUD and R-1 VAR PUD to R-2 PRO ZDA for 7.74 (+/-) acres, a portion of the Eastpark PUD #213, to develop a planned commercial development consisting of retail and professional office uses for property located at the northwest corner of Cheney Drive and Madrona Street North. % Andrew Jarvis (app.2841)

Senior Planner Spendlove gave staff report.

City Council discussion ensued on the following:

- Placement of sidewalks.
- Indirect lighting on Cheney Drive.
- Madonna and Cheney concern with the height of the building.
- Width of landscaping and setbacks.
- Subdivision name.
- Development of a City Park.
- Traffic concerns.

Public Hearing Opened

- Mits Inouye - 1401 Riverridge Street concerned with widening of Cheney and Madonna.

Public Hearing Closed.

Dave Thibault, EHM Engineers, Inc. explained the plans for widening of Cheney and Madonna and the planned exits.

MOTION:

Councilmember Talkington moved to approve the request for a **Zoning District Change & Zoning Map Amendment** from R-2 PRO PUD and R-1 VAR PUD to **R-2 PRO ZDA** for 7.74 (+/-) acres, a portion of the Eastpark PUD #213, to develop a planned commercial development consisting of retail and professional office uses for property located at the northwest corner of Cheney Drive and Madrona Street North. % Andrew Jarvis (app.2841) with the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to the written Zoning Development Agreement being modified as follows:
 - a. Modify Section (s) as follows: "Additional Land Uses upon Lots 2, 3, 4 and 5 (as shown on Master Development Plan), which require Special Use Permits:"
 - b. Remove all reference to "Eastpark **Commercial Subdivision** No. 3".
3. Subject to a **Master Landscape Plan** as per the Master Development Plan, submitted and approved by Staff prior to recordation of the ZDA.
4. Subject to a **Master Lighting Plan** submitted and approved by Staff prior to recordation of the ZDA.
5. Subject to a **Master Sign Plan** submitted and approved by staff prior to recordation of the ZDA.
6. Subject to the Master Development Plan removing all references to "Eastpark **Commercial Subdivision** No. 3".

Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. **Approved 7 to 0**



LIGHTING
ALL LIGHTING SHALL BE SHIELDED DIRECTIONALLY TO PROTECT IMPACTS TO RESIDENTIAL NEIGHBORS.

MASTER DEVELOPMENT PLAN
for
EASTPARK PROFESSIONAL, a ZDA

[illegible]

EXHIBIT

Aerial Map

Reference Only



BRIDGEVIEW BLVD

CHENEY DR

MADRONA ST

BROOKFIELD CT

STONECREST CT

WATERFALL CT

0 300 600 ft

Aerial Photo - April 2016

INTERSTATE AMUSEMENT SUBDIVISION

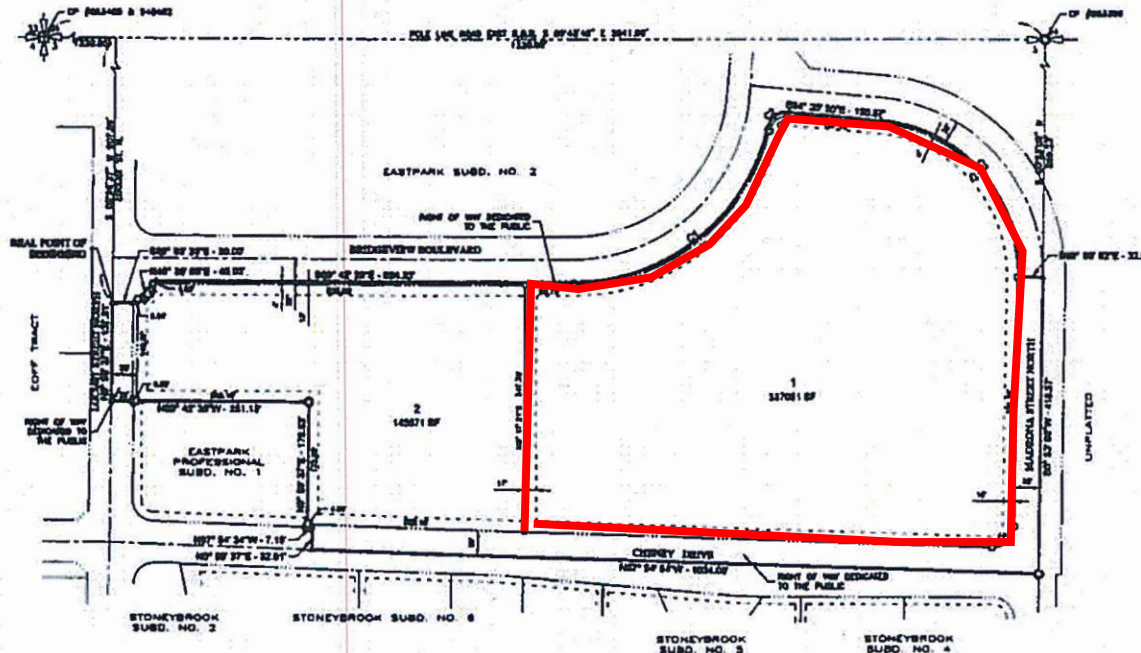
A PORTION OF
GOV'T. LOT 3, SECTION 3
T. 10 S., R. 17 E., B.M.
TWIN FALLS COUNTY, IDAHO
2007
12.065 ACRES

100 50 0 100 200
SCALE IN FEET



LEGEND

	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	CENTERLINE
	RIGHT OF WAY
	UTILITY EASEMENT
	ALUMINUM CAP FOUND
	FOUND 5/8" REBAR
	FOUND 1/2" REBAR
	SET 1/2" 24" REBAR & CAP
	SET 5/8" 30" REBAR & CAP
	COMPUTED POINT NOT SET
	LOT NUMBER
	BASE OF BEARINGS
	CORNER PERPETUATION NUMBER
	ACRE
	SQ. FEET



CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
C1	70°00'00"	255.00'	277.88'	348.87'	222.77'	N 81°21'00" E
C2	88°18'00"	314.00'	324.35'	388.20'	300.88'	N 84°48'00" E
C3	81°15'00"	314.00'	47.79'	45.87'	55.84'	S 88°21'17" W
C4	70°00'00"	255.00'	277.88'	348.87'	222.77'	N 81°21'00" E
C5	81°15'00"	314.00'	42.88'	38.11'	25.79'	N 84°28'00" E
C7	88°18'00"	314.00'	216.37'	288.79'	188.88'	S 41°42'30" E

NOTES:
A CONVEYANCE PLAT IS A RECORD OF PROPERTY BY THE CITY OF TWIN FALLS, IDAHO, FOR THE PURPOSE OF SALE OR CONVEYANCE IN ITS ENTIRETY OR INTEREST THEREON DEFINED. NO BUILDING PERMIT SHALL BE ISSUED UNTIL A FINAL PLAT IS APPROVED, FILED OF RECORD AND PUBLIC IMPROVEMENTS ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF TITLE 16 OF THE CITY OF TWIN FALLS CITY CODE. SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS, EXCEPT AS SHOWN ON AN APPROVED, FILED AND ACCEPTED CONVEYANCE PLAT IS A VIOLATION OF CITY CODE.

EACH LOT IS SUBJECT TO A RETENTION AREA TO RETAIN STORM WATER RUNOFF IN ACCORDANCE TO THE CITY OF TWIN FALLS REGULATIONS.

REF:
OUTLAIN DEED #2006-018109, WARRANTY DEED #2006-018108.

HEALTH CERTIFICATE

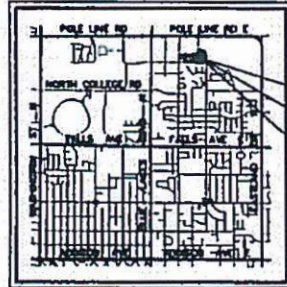
SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 30, CHAPTER 13, ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING, OR SHEDDING WHICH NECESSITATES THE SUPPLYING OF WATER OR SEWAGE FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

11/1/07
DATE

11/1/07
DATE
NHS, SOUTH CENTRAL DISTRICT HEALTH

TWIN FALLS, IDAHO
RIEDEL ENGINEERING, INC.
11700 1st St.
2007-018231
S. HED 1 - 10 1/2 IN.
2007 1/2 IN.
2007 1/2 IN.

RIEDEL ENGINEERING, INC.
202 FALLS AVENUE
TWIN FALLS, IDAHO 83301
INTERSTATE AMUSEMENT SUBDIVISION
SHEET 1 OF 2

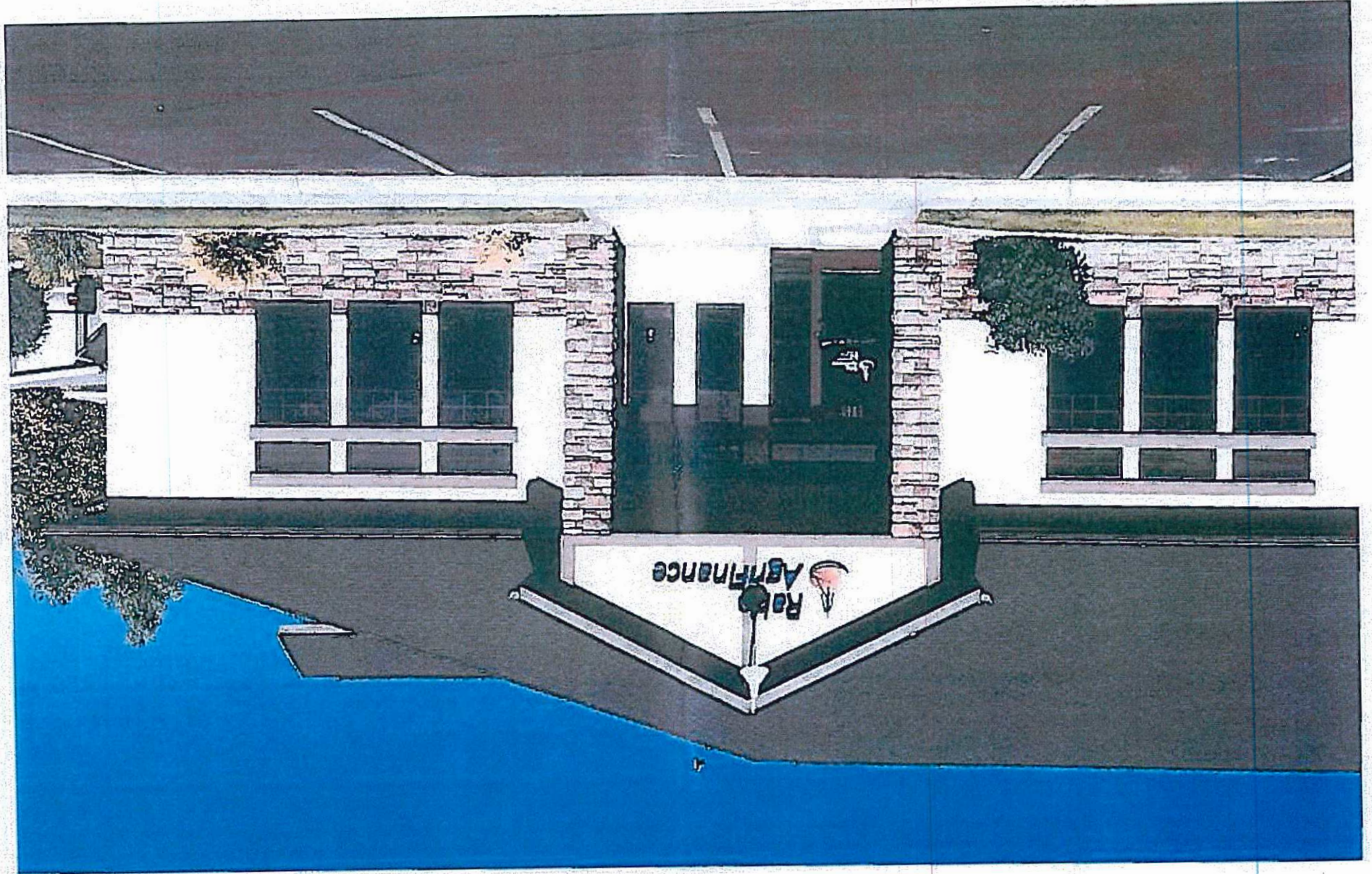


VICINITY MAP
NOT TO SCALE

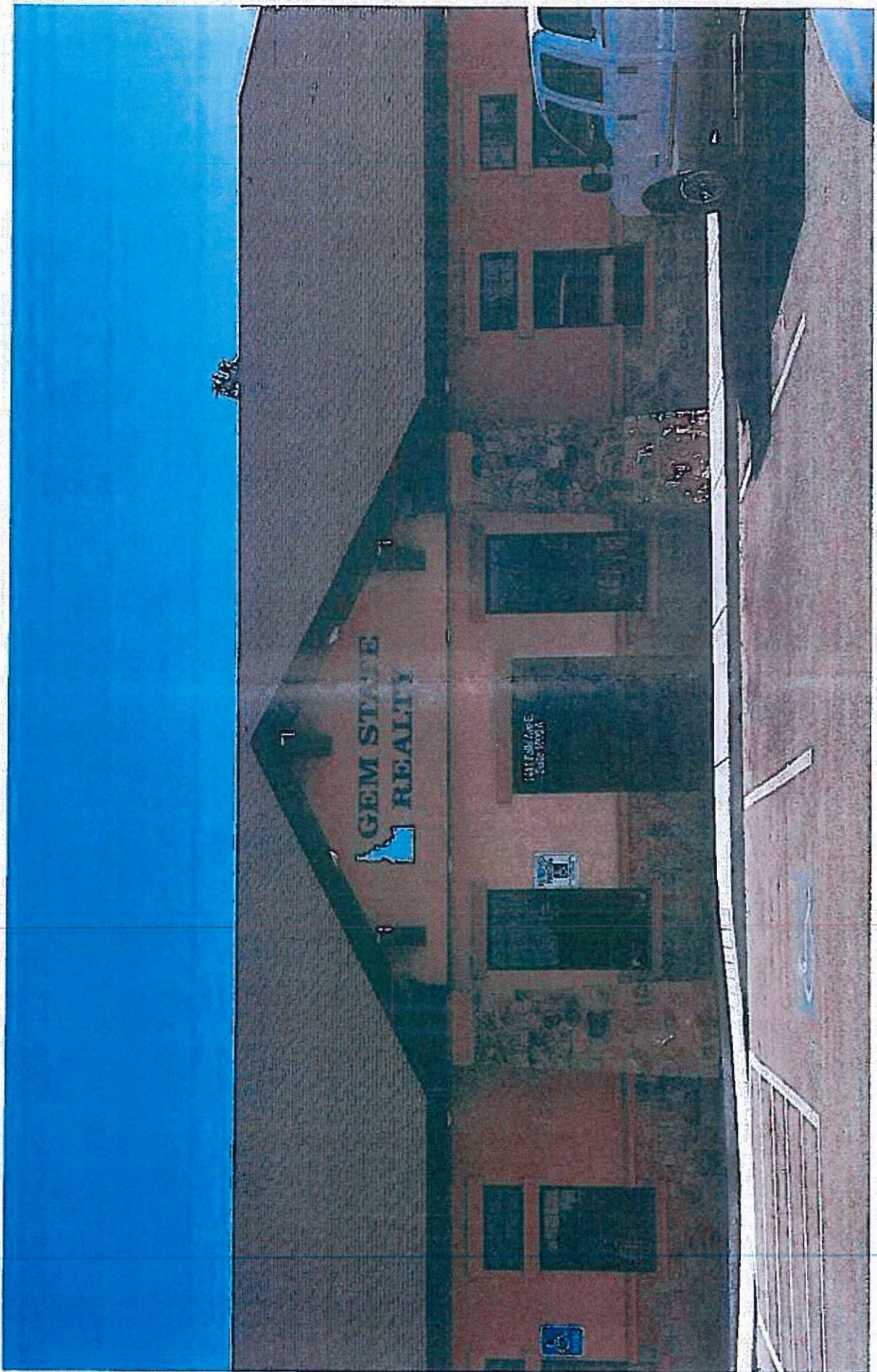












Eastpark Professional, a ZDA
Zoning Development Agreement
Amended

This Amended ZDA – Zoning Development Agreement is made and entered into this ____ day of _____, 2025, by and between the City of Twin Falls, State of Idaho, a municipal corporation, hereinafter called “City” and Barbara Sonya Real Estate LLC, Setti One LLC, Sight Site LLC, Jay Wheelhouse and Zernickow Family LP, hereinafter called “Developer” for the purpose of developing a mixed use; professional and commercial property as a planned Amended Zoning Development Agreement (ZDA). The Legal description of the property is 7.74 Acres, Lot 1 through Lot 11, Block 2, EASTPARK PROFESSIONAL SUBDIVISION NO. 3, a ZDA, located in the northwest corner of Section 3, Township 10 South, Range 17 East, Boise Meridian in Twin Falls county Idaho. More specifically described in attached Exhibit A.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10-Chapter 4-Section-18 for R-2 PRO, Professional Office Overlay and Chapter 6-Section -1, and all references to other sections herein, as amended, except for the following:

- (1) Permitted Land Uses:
 - A. Libraries
 - B. Finance and Investment Offices
 - C. Insurance and Related Offices
 - D. Real Estate and Related Offices
 - E. Doctor’s Offices
 - F. Photography
 - G. Beauty and Barber
 - H. Professional Offices
- (2) Special Use Permit Uses: Additional Land Uses upon Lots 2, 3, 4, and 5 (as shown on Master Development Plan), which require Special Use Permits:
 - A. Construction Trade Office with Showrooms
 - B. Apparel and Accessories
 - C. Home Furnishings with onsite Storage allowed
 - D. Sporting Goods
 - E. Bakeries (retail)
 - F. Flower Shops
 - G. Hobbies and Toy Stores

Additional Land Uses Upon Lot 11 (as shown on the Master Development Plan which requires a Special Use Permit (aka lot 7 block 2 of the Eastpark Professional Subd No. 3)

A. Café/Coffee Shop with a Drive Thru

B. Pharmacy with a Drive Thru

(3) Property Development Standards:

A. The area of R-2 PRO Overlay between Cheney Drive and Bridgeview Boulevard, West of Madrona and East of Locust will be restricted such that all buildings will be constructed using residential style architecture and will have an architectural finish that is aesthetically pleasing.

B. All buildings in the development will be limited to single story construction.

C. Building design in this area will be regulated by an architectural control committee responsible for enforcement of the restrictive covenants for that area.

D. **Maximum 6,000 square feet per building per lot** along Cheney Drive and within the interior of the development, which includes lots **6, 7, 8, 9, 10, and 11** as indicated on the Master Development Plan.

E. **Maximum 10,000 square feet per building per lot** along Madrona Street North and Bridgeview Boulevard, which includes lots **1, 2, 3, 4, and 5** as indicated on the Master Development Plan.

F. No outside storage of materials or ware yard storage shall be permitted.

G. Landscaping requirements, for all lots, shall require landscaping equal to or greater than ten percent (10%) of the total required parking area developed on a lot or three percent (3%) of the total land area, or as determined by the ZDA process, whichever is greater. Perimeter Landscaping shall be consistent with Eastpark PUD #213.

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If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

A. The city may initiate process to change the zoning classification, or

B. New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for the any portion of the ZDA subject parcel.

- (2) Special Use Permit Uses: Additional Land Uses upon Lots 2, 3, 4, and 5 (as shown on Master Development Plan), which require Special Use Permits:

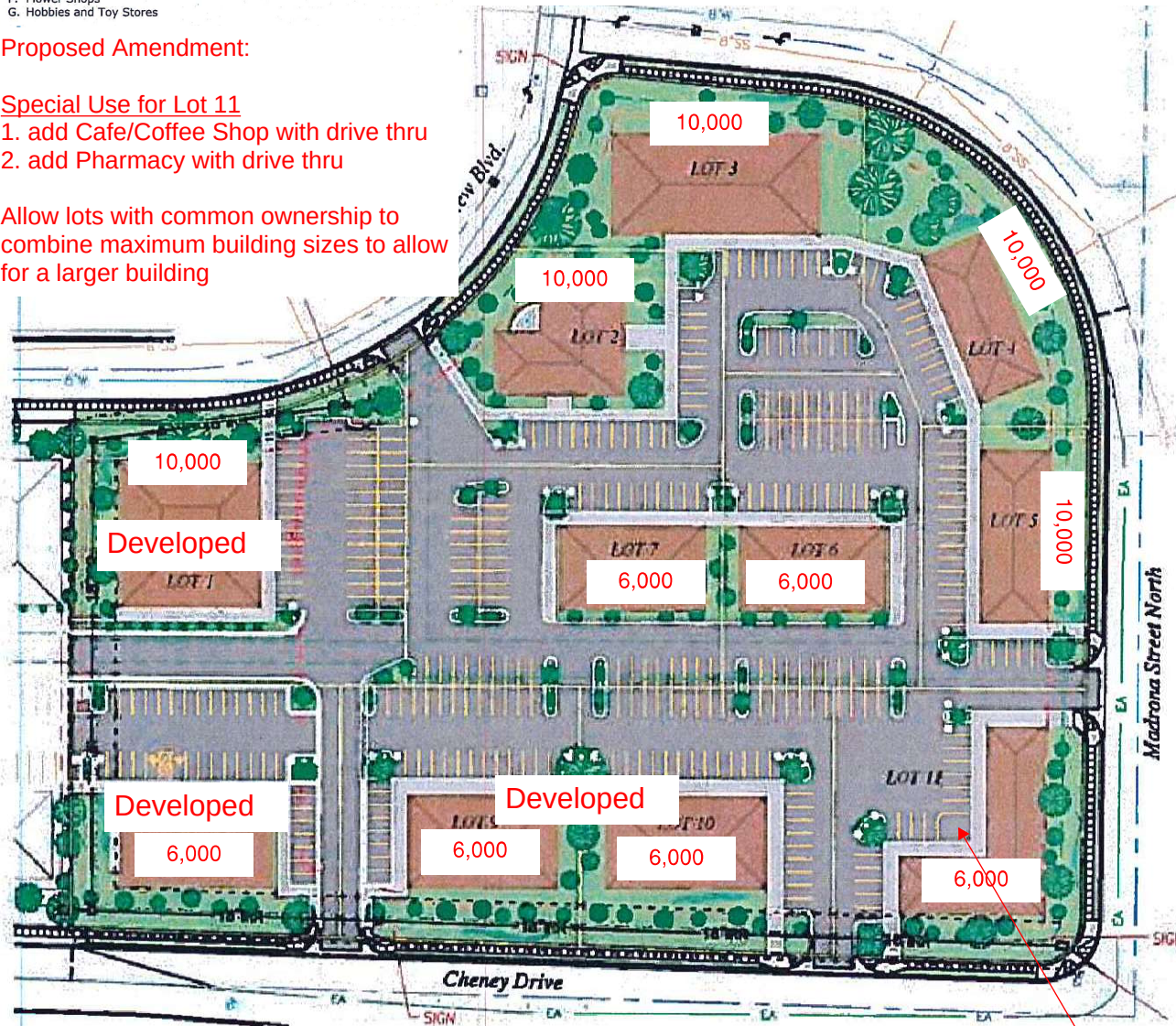
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- B. Apparel and Accessories
- C. Home Furnishings with onsite Storage allowed
- D. Sporting Goods
- E. Bakeries (retail)
- F. Flower Shops
- G. Hobbies and Toy Stores

Proposed Amendment:

Special Use for Lot 11

1. add Cafe/Coffee Shop with drive thru
2. add Pharmacy with drive thru

Allow lots with common ownership to combine maximum building sizes to allow for a larger building



2017

PERIMETER LANDSCAPING TREE/SHRUB COUNT
20' FROM BACK OF CURB INCLUSIVE OF ALL SIDEWALKS, UTILITIES, DRAINAGE, FEATURES, ETC.
(LANDSCAPING ALONG BRIDGEVIEW BLVD., CHENEY DR., MADRONA STREET N.)

SIGNS
FREESTANDING SIGNS SHALL BE MONUMENT AND BE NO LARGER THAN 60 S.F. AND A MAX. OF 8' TALL, MEASURED FROM THE TOP OF CURB.

LIGHTING
ALL LIGHTING SHALL BE SHIELDED DIRECTIONALLY TO PROTECT IMPACTS TO RESIDENTIAL NEIGHBORS.

0 40 80 160
SCALE IN FEET



MASTER DEVELOPMENT PLAN
for
EASTPARK PROFESSIONAL, a ZDA

DO NOT SCALE Dimensions	
DATE	4/10/2017
BY	JG BOM
REV	330-16 P22

EXHIBIT

Proposed Master Plan Amendment

Located In
Gov't. Lot 3 , Section 3
Township 10 South, Range 17 East, Boise Meridian
Twin Falls County, Idaho
2017



MASTER DEVELOPMENT PLAN
for
EASTPARK PROFESSIONAL SUBDIVISION NO. 3, a ZDA

REVISIONS

DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL
CONDITIONS AND DIMENSIONS AT THE
JOB SITE AND NOTIFY THE ENGINEER OF
ANY DIMENSIONAL ERRORS, OMISSIONS,
OR DISCREPANCIES BEFORE
BEGINNING OR FABRICATING ANY WORK.

APPROVED _____

DESIGN —

DRAWN _____

DATE 7/28/2025

SCALE AS SHOWN

DRG. NO. 313-24 ZDA EXHIBIT

EXHIBIT

EXHIBIT



PERIMETER LANDSCAPING TREE/SHRUB COUNT
20' FROM BACK OF CURB INCLUSIVE OF ALL SIDEWALKS,
UTILITIES, DRAINAGE, FEATURES, ETC.
(LANDSCAPING ALONG BRIDGEVIEW BLVD., CHENEY DR.,
MADRONA STREET N.)

SIGNS
FREESTANDING SIGNS SHALL BE MONUMENT AND BE NO LARGER THAN 60 S.F. AND A MAX. OF 8' TALL, MEASURED FROM THE TOP OF CURB.

LIGHTING
ALL LIGHTING SHALL BE SHIELDED DIRECTIONALLY TO
PROTECT IMPACTS TO RESIDENTIAL NEIGHBORS.

0 40 80 160
SCALE IN FEET



Twin Falls Planning & Zoning Commission Minutes

Tuesday, August 26, 2025, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Rui Gomes

Area of Impact: Jeff Bulkley

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Campbell called the meeting to order at 06:00 PM

Members Attending: Campbell, Zimmerman, Rambur, Gomes

Staff Attending: Spendlove, Strickland, Ebersole, Green, Glaesmann

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Request to approve minutes from the following meeting: August 6, 2025, and August 12, 2025. Vice-Chairperson Zimmerman made a motion to approve the consent calendar, as presented. Commissioner Gomes seconded the motion.

4) Items of Consideration

5) Public Hearings

- a) Request to amend the Eastpark Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ25-0059)

Staff Presentation:

Planner Strickland presented the request to amend the Eastpark Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o Dave Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ25-0059)

Approval of a ZDA/ZDA Amendment shall be based on the following standards:

1. The proposed uses shall not be detrimental to any surrounding uses; nor shall they be detrimental to the health, safety and general welfare of the public.
2. Any variation from the underlying zoning district development requirements must be warranted by the design and amenities incorporated in the conceptual development plan.
3. The underlying zoning district and the conceptual development plan shall conform to the comprehensive plan.

4. Existing and/or proposed streets and utility services must be suitable and adequate for the proposed development. (Ord. 3082, 12-8-2014)

Changes to any of the following items constitute a departure from the conceptual development plan and requires an amendment following the process of the initial approval.

- permitted uses,
- increase in density,
- increase in building height,
- increase in building coverage of the site,
- reducing the building setbacks,
- reduction of any open space plans, or
- alteration of the overall design theme, primary architectural elements or building materials.

This is a request that proposes a departure from the permitted uses and an increase in building coverage.

The subject property is located south of Madrona St N east of Bridgeview Blvd and north of Cheney Dr E consisting of approximately 7.5 acres and is recognized as Mixed Use and Town Neighborhood on the Future Land Use Map. This property was annexed in 1995 and zoned as part of a Planned Unit Development (PUD) with C-1, R-1 Var, R-4, and R-2 PRO zoning designations. The Eastpark PUD #213, recorded in 1998, stipulated land uses and regulated building-specific sizes based on the Master Development Plan.

The eastern area of the Eastpark PUD #213 was rezoned to R-2 PRO under the Eastpark Professional ZDA in 2017. The Eastpark Professional ZDA also stipulates specific uses that are permitted and those that require a special use permit. The special uses are retail types and are restricted to lots 2-5 within the Master Development Plan. The agreement further imposes restrictions on the maximum allowable building square footage per lot and requires the buildings to be single-story with residential-style architecture.

At the time the ZDA was approved, the commission and council were not in support of retail-type land uses being located near the residential properties to the south, and agreed to restrict them to the northern area, Lots 2-5. The building size and land use type restrictions were designed to minimize the impact on the neighborhood.

Since then, Lots 1, 8, 9, & 10 have been developed, adhering to design standards, creating a very cohesive development displaying effective zoning practices to achieve a gradual land use intensity from residential to big-box retail.

Comprehensive Plan Designations:

The subject property has two future land use map designations. The northern portion has the Mixed Use designation, while the southern portion is designated as Town Neighborhood. The purpose and typical land uses found in these designations are listed as follow.

Mixed Use:

- Purpose: Encourages connectivity and caters to local/regional commercial needs through pedestrian-friendly developments, typically at major arterial intersections.

- Land Use: Supports mixed-use designs such as retail, office, restaurants, and community amenities.

Town Neighborhood:

- Purpose: Supports primarily residential development with smaller lot sizes than rural areas, promoting community and open spaces.
- Land Use: Includes homes, duplexes, parks, schools, and civic buildings.

Zoning Classifications:

Each zoning district listed in the city code has been created with a purpose along with a list of uses that are permitted with and without a special use permit within that zone. The Eastpark Professional ZDA has chosen to follow a modified version of the R-2 and Professional Office Overlay districts.

The property to the south and east of this development is zone R-1 Var. The City Code outlines the purpose and land uses of this zone as follows.

Zoning Development Agreement

Each Zoning Development Agreement (ZDA) must comply with the comprehensive plan, ensuring that land uses conform to the standards and regulations of the underlying zoning district(s), unless explicitly approved and incorporated within the agreement.

Drive-thru Amendment Analysis

The applicant is seeking to add a drive-thru on Lot 11 of the development plan. The drive-thru would be for either a cafe/coffee shop or a pharmacy. None of these three uses are listed as permitted or special within the base R2 PRO zoning districts.

Lot 11 is located at the intersection of Madrona and Cheney Dr, closest to the established residential neighborhood to the south. City Staff believe the proposal for a drive-thru on this lot would alter the development's dynamics as it interacts with the neighborhood to the south.

A drive-thru facility is more commonly situated along arterial roadways (Blue Lakes, Addison Ave, Pole Line, Washington) that can support heavier traffic and have a higher ambient noise level. Within the current City Code, drive-thrus are a Special Use, and require additional public hearings to assess potential impacts and to allow for mitigating conditions to address site-specific concerns. Permitting a drive-thru on property zoned R-2 PRO, bordered by two collectors, and adjacent to a residential neighborhood would be somewhat unconventional and inconsistent with development patterns recently decided in other parts of the City.

Staff acknowledges a contrast between a cafe/coffee shop drive-thru and a pharmacy drive-thru, each having noticeable differences of impact. A cafe/coffee shop would be more suitable in the northern (mixed-use area) of the development. These types of drive-thrus have menu boards, car queuing, some amplified sound or speakers projecting away from the building, and often cause increased disturbances to surrounding areas.

Staff does not support the cafe/coffee shop and drive thru as part of the ZDA proposal.

In contrast, a pharmacy with a drive-thru does not generally have a menu board or sound system, generally operates within standard business hours, and usually does not generate significant traffic or car queuing during peak periods; potentially having a smaller impact. Staff could be in support

of this change provided some mitigating conditions are created to reduce the impacts of traffic/noise infiltration to the nearby neighborhood.

Development Standard - Building Size Amendment Analysis

The applicant also seeks permission to allow commonly owned lots to combine their maximum allowable building square footage. This request stems from a future tenant's intention to purchase three undeveloped lots and merge their maximum square footage to construct an approximately 18,000-square-foot building. The tenant's proposal is to combine the maximum square footage of Lots 4, 5 and 6 (as shown on the Master Development Plan) to construct a larger building.

The current standards within the ZDA state:

- A maximum of 6,000 square feet per building per lot along Cheney Drive and within the development's interior, which includes lots 6, 7, 8, 9, 10, and 11, as shown on the Master Development Plan.
- A maximum of 10,000 square feet per building per lot along Madrona Street North and Bridgeview Boulevard, which includes lots 1, 2, 3, 4, and 5, as indicated on the Master Development Plan.

These sizes were originally approved by City Council to integrate smaller buildings with a residential character near homes (towards the south), and allow larger buildings to be constructed near Home Depot (on the northern part of the project). The agreement also specified certain design characteristics and limited the buildings to one story. Allowing the change as presented would keep intact all the other elements of the ZDA: limited to 1 story, overall building size no larger than the combined amounts shown on the Master Development plan, residential character of pitched roofs, etc. In addition, all other elements of the City Code like parking spaces are still required to be met.

While this change would be applicable to lots with buildings currently constructed, it is impractical that these new buildings would be demolished and a building larger than 30k square feet would be constructed.

Staff believes some increased impact would occur by allowing the building square footage change as presented, and we have provided a condition to help minimize that impact.

The introduction of a drive-thru facility could significantly disrupt the harmony of the existing neighborhood and could be incompatible with the comprehensive plan.

Accommodating for larger structures and limiting this change to Lot 2-7 with a maximum building square footage of 26,000 sq. ft. allows larger buildings while attempting to strike balance with the existing surrounding neighborhood and zoning districts, as well as being more compatible with the comprehensive plan.

The planning and zoning commission shall make a recommendation to the council regarding the proposed request. The commission may recommend approval, approve with conditions, recommend denial, or table the request for additional information.

If the commission intends to recommend approval as presented by the applicant, one motion is sufficient. However, if variations to the proposed amendments are needed, multiple motions can be made to add conditions.

Sample motions to add conditions:

- A motion to recommend approval of a café/coffee shop with a drive-thru on Lot 11.
- A motion to recommend approval of a pharmacy with a drive-thru on Lot 11.
- A motion to recommend approval of a pharmacy with only a pick-up window, no outside ordering or audio equipment allowed, on Lot 11.
- A motion to recommend approval of the request to amend the development standards as proposed limiting the change to Lots 2-7; with a maximum combined building square footage of 26,000 sq. ft.

Applicant Presentation:

David Thibault presented on behalf of the applicant.

PZ/Questions & Comments:

- Chairperson Campbell asked about the proposed size.
- David Thibault explained that the original had certain sizes for the lots and now they would like to combine the lots to increase the building size.
- Chairperson Campbell asked about the drive-thru and if it is only a pharmacy.
- David Thibault gave examples of what it could be.
- Commissioner Gomes asked about the hours of operation.
- David Thibault replied that it would likely be 7am – 7pm.
- Planner Strickland stated 7am – 10pm is code.

Public Hearing: Opened

Nathan Welch is one of the developers of this project and owns a few of the lots. He also lives close by this project.

Public Hearing: Closed

David Thibault followed up stating with no neighbors coming to speak he feels this is a fair and good fit.

Discussions Followed:

- Commissioner Rambur asked what staff think about the size.
- Director Spendlove clarified that the footprint will fit better that building size, 2600 would equal the total size of what was originally approved for the lots that are being combined. Cheney east is different than west, zoning is different, and road width is different.
- Chairperson Campbell asked about the pharmacy part, and can the Commission ensure it is that and won't become a chain store.
- Director Spendlove explained they will need to ask for the behavior you want, not the names.

Condition 1 - Building footprint ground floor 18,500 sq ft be combined if commonly owned

Condition 2 - to allow drive thru coffee shop on lot 11

Condition 3 - Drive thru lot 11 pick up only no drive thru, no speaker, no outside PA, no order board pharmacy

Condition 4 - no extended hours 7 - 10

MOTION: Commissioner Rambur moved to add condition #1 - building size with a footprint on ground floor be maximum 18,500 square feet, on combined lots if commonly owned. Commissioner Gomes seconded the motion. Roll call vote showed all members present voted.
Approved 4 to 0.

MOTION: Commissioner Rambur moved to add condition #2 - to allow a drive-thru coffee shop. Vice-Chairperson Zimmerman seconded the motion. Roll call vote showed all members present voted.
Failed 3 to 1.

MOTION: Commissioner Rambur moved to add condition #3 - approve a pick-up only for a pharmacy with no drive-thru, no speaker, no outside public address and no order board. Commissioner Gomes seconded the motion. Roll call vote showed all members present voted.
Approved 4 to 0.

MOTION: Chairperson Campbell moved to add condition #4 - no extended hours, business will operate within City code with hours of 7am - 10pm. Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.
Approved 4 to 0.

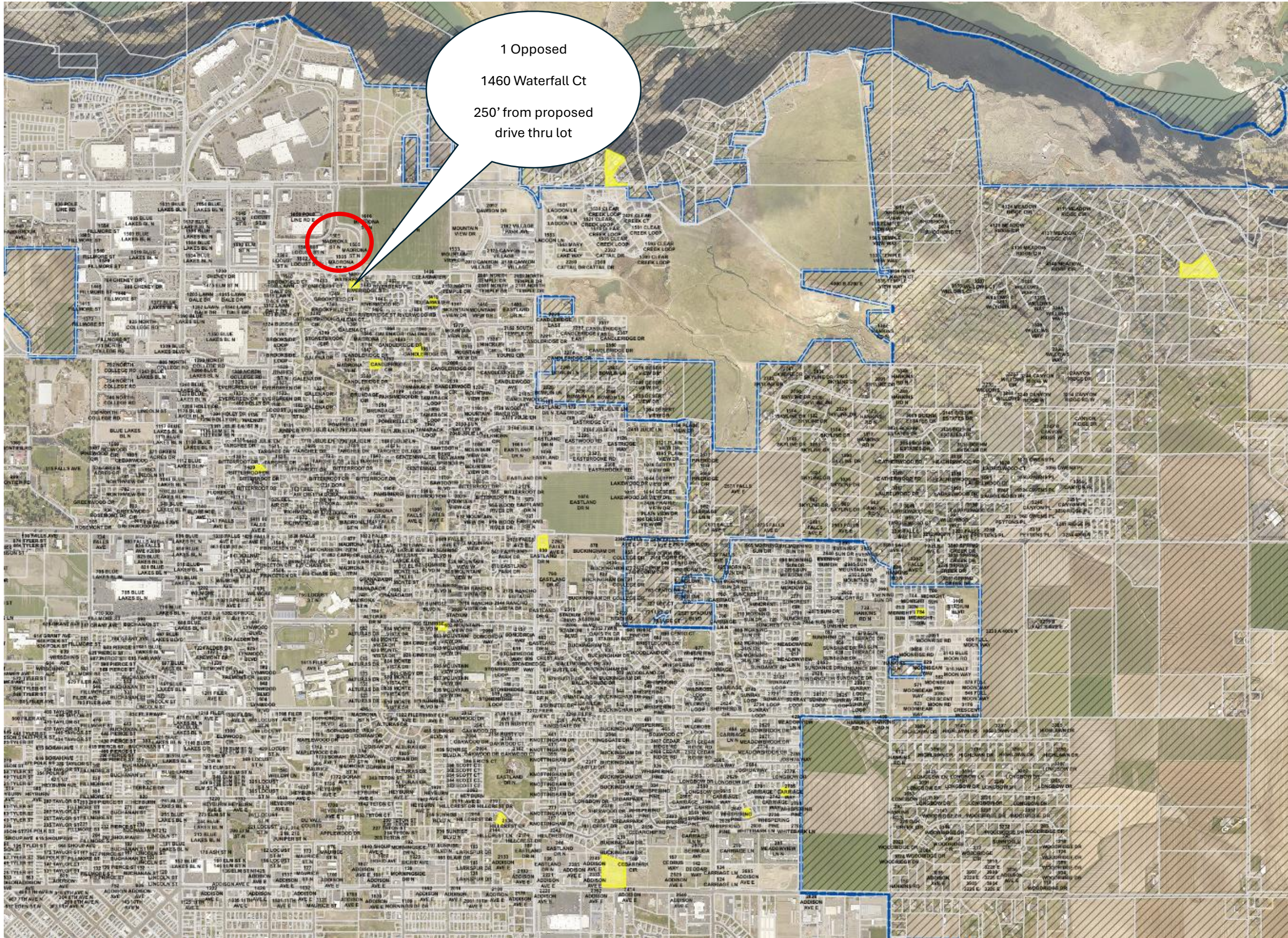
MOTION: Chairperson Campbell moved to approve the request to amend the Eastpark Professional ZDA to allow a drive thru facility on Lot 11 of the Master Development Plan and amend the development standards to allow the maximum allowed building sq. ft. per lot to be combined if the lots are commonly owned c/o David Thibault, EHM Engineers on behalf of TD Riddle Barbara Sonya Real Estate, LLC (PZ2-0059) as presented, with staff recommendation and 3 added conditions. Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.
Approved 4 to 0.

7) Adjournment

The meeting adjourned at 07:44 PM

Jody Green

Jody Green, Planning Technician



A total of 21 comment letters were submitted for this request.

See Attached Letters

 Proposed Site

 Letters Received

Brad Nichols
1460 Waterfall Ct
Twin Falls, ID 83301

From: Brad Nichols <thejerke@gmail.com>
Sent: Sunday, September 14, 2025 12:50 PM
To: Planning and Zoning <tfplanning@tfid.org>
Subject: Regarding the PZ25-0059 letter

You don't often get email from thejerke@gmail.com. [Learn why this is important](#)

[EXTERNAL SENDER]

My vote is no for rezoning of Lot 11 at the corner of Madrona and Cheney. If there is to be a business with a drive through I think the intersection of Madrona and Bridgeview, on the North side of the development would be a better choice. Something needs to be done about the traffic and speeders that go through the intersection of Madrona and Cheney, perhaps visibly reducing the width of the road by painting bike lanes?

Thanks for your time

Brad Nichols

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

Many neighbors enjoy walking in this vibrant, pedestrian-friendly part of Twin Falls. A local coffee shop would provide a convenient and welcoming destination for these residents, allowing them to enjoy a coffee without needing to drive to the busy Blue Lakes area. This would enhance the walkability and charm of our neighborhood, fostering a stronger sense of community.

Additionally, nearby businesses would benefit from the convenience of a drive-thru coffee shop. Employees and professionals could easily stop by for a quick coffee before work or grab one for meetings, avoiding the heavy traffic and congestion on Blue Lakes Boulevard. This would save time and support a more efficient workday for local workers.

Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name

Address

Kyle Millon
2359 Pole Line Rd. E
Twin Falls, ID 83301

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Thank you for your consideration.

Sincerely,

Name Lindsey Miller

Address 2359 Pole Line Rd E

Twin Falls, ID 83301

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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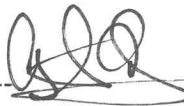
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Thank you for your consideration.

Sincerely,

Name-----

Agustin Gabros 

Address-----

1931 CANDLE RIDGE DR

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Thank you for your consideration.

Sincerely,

Name

Nicole Gabida 

Address

1931 Candleridge Dr.
TF

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Thank you for your consideration.

Sincerely,


Name _____

Address 696 SHARISE BLVD
Twin Falls

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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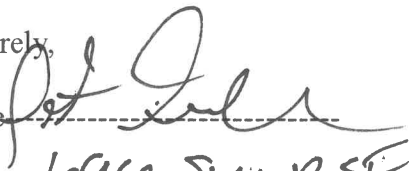
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Thank you for your consideration.

Sincerely,

Name

Address


6916 Sunrise Blvd N
Twin Falls

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Thank you for your consideration.

Sincerely,

Name Ben Olmstead

Address 1419 Clearwater Way

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Thank you for your consideration.

Sincerely,

Name-----

Penny Gerard

Address-----

1419 Clearwater T.F. 83301

Dear Twin Falls City Council,

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Thank you for your consideration.

Sincerely,

Name-----Tyler Veenendaal

Address-----1479 Bitterroot Dr.
TF ID

Dear Twin Falls City Council,

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Thank you for your consideration.

Sincerely,

Name Dolores Coelho

Address 2130 Hillcrest Dr
TF

Dear Twin Falls City Council,

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Thank you for your consideration.

Sincerely,

Name-----

Austin Davis

Address-----

2369 Addison Ave E

Dear Twin Falls City Council,

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Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name

Mary Griffin Math

Address

854 Eastland Dr. N. Twin Falls

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name Alana Caward

Address 4079 N. 3300 E. Twin Falls, ID 83301

Dear Twin Falls City Council,

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Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name

Doug Rose

Address

2771 Carriage Way
Twin Falls, ID 83301

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name Josh Anderson

Address 2681 Whispering Pine
TF, ID 83301

Dear Twin Falls City Council,

I am writing to urge you to grant a special use permit for East Park Professional #3 to establish a drive-thru coffee shop. This addition would greatly benefit our community, particularly for residents and local businesses in the area.

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Additionally, nearby businesses would benefit from the convenience of a drive-thru coffee shop. Employees and professionals could easily stop by for a quick coffee before work or grab one for meetings, avoiding the heavy traffic and congestion on Blue Lakes Boulevard. This would save time and support a more efficient workday for local workers.

Granting this special use permit would promote local commerce, enhance neighborhood accessibility, and provide a valuable amenity for residents and businesses alike. I respectfully request your approval to make this community-friendly project a reality.

Thank you for your consideration.

Sincerely,

Name-----

Rick Mavis

Address-----

1840 Candle Ridge, TF

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Sincerely,

Name Manos & Herkie Alves

Address 774 Midnight Sun Loop TP

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Sincerely,

Name-----

Vada Swenson

Address-----

1940 Sherry Dr.
Twin Falls, Id. 83301

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Sincerely,

Name- Kristie Shobe

Address- 1009 W 6th St, Filer ID

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Sincerely,

Name-----

Lynne Ellis

Address-----

1154 E 900 S. Eden, ID