



## Public Art Commission Agenda

Tuesday, November 4, 2025, 12:00 PM

City Hall Overflow Room, CH-116  
203 Main Avenue East, Twin Falls, Idaho

**Members:** Melissa Crane, Chairperson; Janeale Dean, Vice-Chairperson; Amy Westover; Drew Nash; Laura Stewart; Tim Hafer

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Consent Calendar
  - a) **ACTION ITEM:** Request to approve the minutes from the following meeting: October 7, 2025.  
By:
- 3) Items of Consideration
  - a) **DISCUSSION:** Discuss approach for public/private art installations  
By:
  - b) **ACTION ITEM:** Consider creating a sub committee to work on the City Hall lobby art gallery concept  
By:
  - c) **DISCUSSION:** Update public art walk brochure  
By:
  - d) **ACTION ITEM:** Continue discussion of CBH Homes Hearts Across the Valley initiative  
By:
- 4) General Public Input
- 5) Public Art Proposal Update
  - a) **DISCUSSION:** Discussion of current proposals including: America 250 historical art display, City Hall lobby art display, Pop up art gallery  
By:
- 6) Adjournment

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

### **Public Input Procedures**

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
  - Wait to be recognized by the Mayor or Chairman
  - Approach the microphone/podium
  - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

### **Public Hearing Procedures for Zoning Requests**

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



## Public Art Commission Minutes

Tuesday, October 7, 2025, 12:00 PM

City Hall Overflow Room, CH-116  
203 Main Avenue East, Twin Falls, Idaho

**Members:** Melissa Crane, Chairperson; Janeale Dean, Vice-Chairperson; Amy Westover; Camille Barigar; Drew Nash; Laura Stewart; Tim Hafer

### 1) Call Meeting to Order/Confirmation of Quorum

Commissioner Dean called the meeting to order at 12:02 PM  
A quorum was present.

Members Attending: Janeale Dean, Drew Nash, Amy Westover, Laura Stewart, Camille Barigar  
Member absent: Melissa Crane, Tim Hafer  
Staff Attending: Wendy Davis, Mitch Humble, Council Liaison Craig Hawkins, Mable Shurtleff

### 2) Consent Calendar

- a) Request to approve the minutes from the following meeting: September 2, 2025.  
**MOTION:** Commissioner Barigar moved to approve the consent agenda. Commissioner Nash seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

### 3) Items of Consideration

- a) Commissioner Barigar resignation  
Commissioner Barigar announced her resignation from the Public Art Commission due to new employment responsibilities that limit her availability.  
Discussion followed regarding the process for appointing her successor.
- b) Continue discussion of CBH Homes Hearts Across the Valley initiative  
Director Davis reviewed the contract with the Commission. Commissioners discussed potential installation sites to ensure good public visibility.
- Commissioner Dean suggested the bridge/canyon rim overlook location, noting it could convey a strong community message and serve a dual purpose.
  - Sunway Park was discussed as a possible location.
  - Commissioner Nash emphasized distributing art throughout the city rather than concentrating it in one area.
  - Commissioner Barigar raised maintenance concerns for Sunway Park due to its heavy use by young visitors.
  - Harmon Park was mentioned but deemed unsuitable.
  - Canyon Rim Junction and Pillar Falls Trail were discussed as additional potential sites.
  - Commissioner Stewart suggested an art walk along the canyon trail to encourage diversity and accessibility.

Deputy City Manager Humble expressed appreciation for incorporating a suicide awareness message in the piece.

Commissioner Dean supported this theme as a positive and meaningful message for the

community.

Consensus: The Commission agreed to recommend the canyon overlook location for Council approval.

Director Davis will email the CBH representative regarding the suggested location and message theme. Legal review of the contract was also recommended.

- c) Report from Commissioners that attended the Strategic Plan meeting  
Commissioners Dean and Westover reported on attending a Strategic Plan Meeting focused on long-term city development (15-year outlook).

Key points discussed:

- Public art funding is not currently integrated into the strategic plan.
- Identified challenges and collaboration opportunities with other commissions.
- Potential for integrating functional art (e.g., artistic lighting, railings).
- Possible funding partnerships with URA and Parks & Recreation.

Both commissioners noted a positive and collaborative atmosphere and expressed optimism about future art-related projects.

Director Davis thanked the commissioners for their advocacy.

- d) Consider making a request to council to change the funding mechanism in the Public Art section of code  
Commissioner Dean shared that the URA invited a Commission representative to their November meeting.

A subcommittee will be formed to prepare a presentation for City Council regarding funding mechanisms.

Discussion included:

- Maintenance needs for existing art and the Hearts Across the Valley project.
- Potential establishment of a local community commission with an independent funding source.
- Clarification from Deputy City Manager Humble that no impact fees are currently allocated to art, though URA may have relevant funding mechanisms.

- e) Review the art proposal form  
Item was tabled.

#### **4) General Public Input**

No public was present.

#### **5) Public Art Proposal Update**

- a) Discussion of current proposals including: America 250 historical art display, City Hall lobby art display, Pop up art gallery  
Item was tabled.

**6) Adjournment**

The meeting adjourned at 01:10 PM

Mable Shurtleff

Mable Shurtleff, Project Coordinator  
Parks and Recreation Department



## Collaborative Marketing and Sponsorship Agreement

This Collaborative Marketing and Sponsorship Agreement (“Agreement”) is made and entered into as of [Date] (the “Effective Date”), by and between:

“Sponsor”

[Name of Sponsor]

[Address]

[City, State, ZIP Code]

[Contact Person]

[Email Address]

[Phone Number]

“Organizer”

CBH Homes

1977 E. Overland Rd.

Meridian, ID 83642

Mariel Villegas

marielv@cbhhomes.com

208-955-0877

Hearts Across the Valley Art Installation Location:

[Location of Art Installation]

Sponsorship Fee:\$5000     Paid for by Organizer     Paid for by Sponsor

### 1. Vision, Purpose and Objectives

1.1 Vision: Organizer’s “Hearts Across the Valley” is a public art experience that celebrates and unites our community by placing beautifully designed hearts by local artists throughout the Treasure Valley and beyond. In our first year, we’re excited to showcase approximately 30 beautifully decorated hearts displayed at prominent partner locations across multiple cities. **So glad you’re here!**

1.2 Purpose: This Agreement outlines the collaborative marketing efforts between the Sponsor and the Organizer to promote Hearts Across the Valley, the bespoke heart created by an artist for Sponsor (the “Art Installation”) and maximize visibility and engagement for both parties.



1.3 Objectives: Both parties aim to leverage their respective platforms and networks to enhance the reach and impact of the Art Installation through joint marketing and promotional activities.

## **2. Collaborative Roles and Responsibilities**

### **2.1 Joint Responsibilities - Content Creation and Sharing:**

2.1.1: Co-Branding: Both parties will ensure their logos and brand names are co-branded on all promotional materials specific to Hearts Across the Valley, including social media posts, flyers, posters, and press releases (collectively, the “Promotional Materials”).

2.1.2 Content Development: Each party will contribute to the creation of marketing content, such as social media posts, blog articles, videos, and images, tailored to their platforms and audience.

2.1.3 Approval Process: Both parties will review and approve all Promotional Materials before publication to ensure alignment with branding and messaging guidelines. All Promotional Materials may only be displayed or used in the form and in such manner as preapproved by Sponsor and Organizer in writing (email is sufficient). Both parties shall respond to any request for approval of a Promotional Material within five (5) business days after receipt of the written request and the failure to respond to such request within such five (5) business day period shall be deemed an approval of the request.

### **2.2 Sponsor Responsibilities:**

2.2.1 Contact. The contact person for Sponsor identified on the first page is authorized to act on behalf of Sponsor in all matters. Sponsor may change the contact person at any time by written notice to Organizer. Sponsor agrees to maintain a contact person for the term of this Agreement and agrees to make such contact person reasonably available for the timely and efficient administration of this Agreement.

#### **2.2.2 Social Media and Online Promotion:**

a) Content Sharing: In compliance with this Agreement, Sponsor will share content related to the Art Installation on its social media channels and website, tagging and mentioning the Organizer in posts.



b) Engagement: The Sponsor will actively engage with its audience by responding to comments, shares, and inquiries related to the Art Installation and Hearts Across the Valley.

#### 2.2.3 Marketing Materials:

a) Distribution: The Sponsor will assist in distributing physical (when applicable) and digital marketing materials, including flyers, posters, and e-newsletters, within its network and on its platforms.

b) Events and Promotions: The Sponsor will feature Hearts Across the Valley and the Art Installation in its newsletters, website banners, and other digital platforms.

2.2.4 Location: Sponsor hereby grants Organizer the right to install, maintain, repair and replace the Art Installation at the location identified on page one for the term of this Agreement. Sponsor covenants and warrants that, unless otherwise agreed in writing by Organizer, the Art Installation shall remain at the location as identified on page one as originally installed for the term of this Agreement.

#### 2.3 Organizer Responsibilities:

2.3.1 Contact. The contact person for Organizer identified on the first page is authorized to act on behalf of Organizer in all matters. Organizer may change the contact person at any time by written notice to Sponsor. Organizer agrees to maintain a contact person for the term of this Agreement and agrees to make such contact person reasonably available for the timely and efficient administration of this Agreement.

#### 2.3.2 Social Media and Online Promotion:

a) Content Sharing: In compliance with this Agreement, Organizer will share content related to the Sponsor's involvement and support on its social media channels and website, tagging and mentioning the Sponsor in posts.

b) Engagement: The Organizer will actively engage with its audience by responding to comments, shares, and inquiries related to both the Art Installation and the Sponsor.

#### 2.3.3 Marketing Materials:



a) Inclusion: The Organizer will ensure that the Sponsor's logo and branding are prominently included in all Hearts Across the Valley marketing materials, both digital and print, produced by Organizer.

b) Press Releases: The Organizer will include the Sponsor's name and logo in all press releases and media communications related to the Art Installation and Hearts Across the Valley.

2.3.4 Maintenance and Repairs: Organizer will perform periodic inspections of the Art Installation. Organizer, at its sole cost, will be responsible for touch ups and repairs of the Art Installation for the term of this Agreement; provided Sponsor is responsible for all damage and repairs to the Art Installation caused by the negligent or wrongful acts or omissions of Sponsor, its agents, employees or contractors. In the event the Art Installation is damaged or destroyed, Organizer may, at its discretion, repair, replace or remove the Art Installation. If the Art Installation is removed, Organizer will have no obligation to replace the Art Installation.

2.3.5 Liability Release: Sponsor agrees that neither Organizer nor any of its affiliates (including the artist), or any of its or their respective officers, directors, employees or agents shall have any liability to Sponsor or any person asserting claims on behalf of or in the right of Sponsor (whether direct or indirect, in contract, tort, for an act of negligence or otherwise) for any losses, claims (whether or not valid), damages, costs, fees, expenses, liabilities or equitable relief related to or arising out of the Art Installation or Organizer's performance under this Agreement, except to the extent that any such losses, claims, damages, costs, fees, expenses or liabilities are finally determined (by a court of competent jurisdiction and after exhausting all appeals) to have resulted from the gross negligence or willful misconduct of Organizer.

2.3.6 Ownership of the Heart: Except as expressly reserved by Organizer in this Agreement, title to the Art Installation will pass to Sponsor upon delivery to the location identified on page 1.

### **3. Collaborative Events and Activities**

#### **3.1 Joint Events:**

3.1.1 Pre-Event Promotions: Both parties will collaborate on pre-event promotional activities, including social media campaigns, press releases, newsletter, etc.



3.1.2 On-Site Heart Unveiling Event: The Organizer, at its cost, will lead the planning and execution of the Art Installation unveiling event, taking responsibility for the majority of the logistics, including setup, equipment, and staffing needs. The Sponsor will support these efforts through collaboration and coordination, providing input and assistance as needed to enhance the event's success.

3.2 Post-Event Follow-Up: Both parties will collaborate on post-event content, including recap videos, thank-you posts, and performance summaries.

#### **4. Term and Default**

4.1 Term: The term of this Agreement shall commence on the Effective Date and continue for two (2) years after the Art Installation is installed at the location identified on page 1.

4.2 Default: Upon the expiration of ten (10) days' written notice from either party stating the other party has failed to perform its obligations hereunder, such party shall be deemed to be in default unless such failure to perform is cured within the ten (10) day period, in which case no default shall be deemed to have occurred. Notwithstanding the foregoing sentence, if such default (other than the failure to pay money) is capable of cure but cannot be cured within the ten (10) day period and the defaulting party is diligently working to remedy the default, the cure period shall be extended for such time as is reasonably necessary to cure the default. Upon a default occurring, the non-defaulting party shall have all rights provided at law or in equity.

#### **5. Fees**

When applicable, Sponsor agrees to pay Organizer the Sponsorship Fee within ten (10) days after the full execution and delivery of this Agreement. If an artist is not selected to design the Art Installation or Organizer fails to deliver the Art Installation, Organizer will return the Sponsorship Fee to Sponsor.

#### **6. Intellectual Property**

6.1 Sponsor's NIL. Subject to the terms and conditions of Section 2.1.3, Sponsor hereby grants Organizer and its affiliates and assigns the irrevocable, non-exclusive, transferable and unrestricted right to use, display, reproduce, transmit, distribute and create derivative works based on the name, image and likeness of Sponsor (but only in



association with the Art Installation and/or Hearts Across the Valley), the Art Installation, and the location of the Art Installation through all media now known or hereinafter developed for editorial, trade, advertising or any other purpose.

6.2 Organizer's NIL. Subject to the terms and conditions of Section 2.1.3, Organizer hereby grants Sponsor the irrevocable, non-exclusive, transferable and unrestricted right to use, display, reproduce, transmit, distribute and create derivative works based on the name, image and likeness of Organizer (but only in association with the Art Installation and/or Hearts Across the Valley), the Art Installation, and the location of the Art Installation through all media now known or hereinafter developed for editorial, trade, advertising or any other purpose.

6.3 Derivative Works. Organizer hereby grants Sponsor an irrevocable, non-exclusive, non-transferable and non-sublicensable license solely to display, transmit, distribute and create derivative works based on the Art Installation through all media now known or hereinafter developed for any purpose provided such display, transmittal, distribution and/or creation of derivative works is pre-approved in writing by Organizer.

Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement will be deemed to be a grant by Organizer of a license, sublicense, or other grant of a right to Sponsor to use any third-party rights or any rights under any third-party license that cannot be licensed, sublicensed, or granted without the consent, approval, or agreement of another party, unless such consent, approval, or agreement is first obtained by Sponsor. Furthermore, Organizer reserves all rights not expressly granted to Sponsor under this Agreement and no use by Organizer of the Art Installation or the rights therein associated in any medium or manner will be deemed to interfere with the limited permissions made to Sponsor by Organizer herein. Except for the licenses expressly granted to Sponsor in this Agreement, Sponsor acknowledges that all right, title, and interest in and to all copyrights associated with the Art Installation, as well as any modifications or improvements made thereto by the artist or Sponsor, are owned, retained, reserved and controlled by and will remain with Organizer.

## **7. Miscellaneous**

7.1 Amendments: Any amendments or modifications to this Agreement must be made in writing and signed by both parties.

7.2 Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Idaho without giving effect to any choice or conflict



of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Idaho.

7.3 Dispute Resolution: Because litigation can be very expensive, burdensome and time consuming, the parties agree that it is in their mutual best interests to provide a fair, impartial and expeditious alternative to litigation for the resolution of any disputes related to this Agreement. If either party desires to make a claim against the other party under this Agreement, the parties agree that any claim will be resolved in by an arbitration conducted in accordance with Idaho's Uniform Arbitration Act (Title 7, Chapter 9, Idaho Code) (the "Arbitration Act") before a single arbitrator. The arbitrator may be any attorney or retired judge selected by mutual agreement, or in absence of an agreement, as appointed pursuant to the Act. The arbitrator will set the rules, procedures and schedule for the arbitration, it being the intent of the parties that the arbitration be as expeditious and informal as the nature of the dispute permits. The arbitrator may order the exchange of documents as the arbitrator deems appropriate for the matters in dispute. The arbitrator's fees and costs will be shared by all involved parties equally; provided, however, the arbitrator may, in its discretion, award the substantially prevailing party some or all of the arbitrator's fees and reasonable attorneys' fees and costs as part of the arbitration award, it being the intent of the parties that the substantially prevailing party will be entitled to recover the costs and fees. The arbitrator's decisions will be final and binding on the parties (except as otherwise provided in the Arbitration Act) and subject to enforcement in any court of competent jurisdiction. In the event of any action is filed to interpret or enforce the arbitrator's decision, the substantially prevailing party will be entitled to recover reasonable attorneys' fees and costs, either in the action or via a separate action brought for the purpose.

7.4 Integration: This Agreement, together with all Schedules, Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

7.5 Non-Disparagement: Each party agrees not to make and shall ensure that no public defamatory and/or disparaging statements shall be made about the other party, any sponsor, or individual acting on behalf of the other party or sponsor in connection with this Agreement, the Art Installation, or the Hearts Across the Valley promotion.



7.6 Parties Bound: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, including all future owners of the Art Installation location.

7.7 Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

“Sponsor”

By: \_\_\_\_\_

Name: [Name]

Title: [Title]

Date: [Date]

CBH Homes

By: \_\_\_\_\_

Name: Mariel Villegas

Title: Scrum Master

Date: [Date]

## HEARTS ACROSS THE VALLEY: City of Jerome Call to Artist!



+



**DEADLINE TO APPLY:** Monday, November 3rd

**CALL TYPE:** Public Art

**ELIGIBILITY:** Jerome or Jerome County Native, or currently residing in

**PROJECT BUDGET (PER HEART):** \$2000

**LOCATION:** City of Jerome

**PROJECT CONTACT:** [marieLv@cbhhomes.com](mailto:marieLv@cbhhomes.com)

Hello Creatives! *We're so glad you're here!*

### **ABOUT HEARTS ACROSS THE VALLEY**

CBH Homes proudly presents CBH Hearts Across the Valley, a ground-breaking community experience celebrating connection across the Treasure Valley and beyond. Beginning Spring 2025, you'll be invited to explore 30 uniquely designed hearts created by local artisans across 13 cities in southern Idaho.

### **OPPORTUNITY**

We are looking for all types of artisans to create a bespoke heart and execute their design on our large 5ft by 5ft fiberglass heart sculpture for the **City of Jerome**. The Heart will be displayed in a public setting for all to enjoy. You and your design will also be featured on a website and interactive app for the duration of this 2 year project.

### **WHAT THE CITY OF JEROME IS LOOKING FOR:**

The City of Jerome invites talented artists who are from the city of Jerome or the Jerome County community to design an eye-catching heart sculpture inspired by the theme, "*Our Roots, Our Stories*." This sculpture should embody the rich heritage and unique spirit of Jerome, offering a heartfelt reflection of the community's lifestyle, history, and values. Artists are encouraged to

bring the theme to life in innovative ways, using their preferred medium to craft a design that resonates with Jerome's distinctive stories and legacy.

## **TEMPLATE FOR DESIGN SUBMISSIONS**

Download Template [HERE](#)

**Before you submit, please read the Hearts Across the Valley Guidelines**

[LINK HERE](#)

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### **Artist Application Questions:**

Check one: (checkbox)

-I am submitting this application

-I am submitting this application as part of an informal group that does not have a legally recognized business identity

Applicant: (free form)

Group or Organization (if applicable): (free form)

Applicant email: (free form-required)

Application phone number: (free form- required)

Applicant physical address: (free form- required)

If applicable, please upload your portfolio, link to your Instagram, webpage or any other social media. (not required)

I have read and understand the *Hearts Across the Valley Guidelines* and understand the **deadlines** that I must adhere to: (required)

Yes

No

I have read and understand the *Hearts Across the Valley Guidelines* and understand the **design parameters** that I must adhere to: (required)

Yes  
No

I have read and understand the *Hearts Across the Valley Guidelines* and understand the **compensation** and budget for this project: (required)

Yes  
No

I have my own workspace or studio.

Yes  
No

I understand that if I am selected as an Artist to participate in CBH Homes Hearts Across the Valley, I will be required to sign an Artist Agreement. (required)

Yes  
No

What medium is your artwork created in? (required)

What is the title of your Heart design? (not required)

Anything that we need to know about our design that would require more time, logistics? (not required)

Accepted file formats: .doc; .dox; .jpeg; .jpg; .pdf; .png; .txt

Please do not upload: .heic or .pages

Upload front image (naming convention) (required)

Upload back image (naming convention) (required)