



Twin Falls City Council Agenda

Monday, December 14, 2020, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Suzanne Hawkins, Craig Hawkins, Nikki Boyd, Shawn Barigar, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve the Accounts Payable for December 3-9, 2020.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve December 7, 2020, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the City Council Schedule of Regular Meetings & Public Hearings for 2021.
By: Leila Sanchez, Executive Assistant
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to approve the FY2022 Certified Local Government Grant application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission.
By: Lisa Strickland, City Planner
 - b) **ACTION ITEM:** Request to purchase a 2021 Etnyre oil distributor truck for \$173,500.00 by "piggy-backing" off a competitively bid contract from Bannock County.
By: Mark Thompson, Streets Superintendent
 - c) **ACTION ITEM:** Request to approve and award of a master contract between the City of Twin Falls and Pivot North Architects for design and construction management services for the development of the new construction for Twin Falls fire stations two, three, Twin Falls fire training center, and a minimal remodel or updates of fire station one.
By: Les Kenworthy, Fire Chief
 - d) **ACTION ITEM:** Request to approve the RFQ for the CM/GC for the construction of fire station #2 and #3 and the fire training center.
By: Mandi Thompson, Assistant to the City Manager
- 6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Public hearing on a fee increase for the 1 ½ inch meter fee and golf punch passes in addition to new fees being proposed for Aerial Reproduction images.
By: Breanna Howard, Finance Director
- b) **ACTION ITEM:** Request for an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ20-0104)
By: Jonathan Spendlove, Planning and Zoning Director

9) ADJOURNMENT

- a) **ACTION ITEM:** ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and Executive Session §74-206(1)(c) To acquire an interest in real property which is not owned by a public agency.

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Leila Sanchez (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.

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.



Twin Falls City Council Minutes

Monday, December 7, 2020, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by Phone), Craig Hawkins & Christopher Reid.

Absent: Council Members Greg Lanting & Nikki Boyd

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Staff Engineer Lee Glaesemann, City Engineer Mark Holtzen, Environmental Engineer Jason Brown, P&Z Director Jonathan Spendlove, Assistant to the City Manager Mandi Thompson, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- a) Request to approve the Wells Fargo Credit Commercial Card for October 2020.
- b) Request to approve the Accounts Payable for November 26 thru December 2, 2020.
- c) Request to approve the November 30, 2020, City Council Minutes.

5) ITEMS OF CONSIDERATION

- a) Presentation by Joshua W. Kern M.D., Vice President of Medical Affairs, St. Luke's Health System.

Mayor Hawkins reported that Dr. Kern was unavailable tonight, and nothing has changed as per his update.

- b) Request to approve Anaerobic Digester Cleaning Service and Condition Inspection.

Environmental Engineer Brown request to approve Anaerobic Digester Cleaning Service & Condition Inspection.

City Manager Rothweiler spoke about this item.

Discussion ensued on the following:

Council Member Hawkins: What happens if we take one off-line? Does the other digester need to be looked at as well?

Vice Mayor Pierce: Asked for clarification of the estimate.

Mayor Hawkins: Asked what the estimated life of the digester is.

Council Member Reid: What is the timeline?

MOTION: Council Member Reid moved to approve the request to use wastewater reserve funds to perform the anaerobic digester cleaning and condition inspection for the anaerobic digester at the wastewater treatment plant in the amount estimated at \$226,137.00. **Vice Mayor Pierce** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- c) Request to award a contract for the Independent Meat Lift Station Project.
Staff Engineer Glaesemann requested to award a contract for the Independent Meat Lift Station Project.

Discussion ensued on the following:

Vice Mayor Pierce: Asked for clarification on the price.

City Manager Rothweiler: Explained how this will work related to the budget.

MOTION: Council Member Reid moved to approve the request to award a contract for the Independent Meat Lift Station Project to *PMF, Inc.*, in the amount of \$365,197.43 and approve the use of \$310,000.00 from reserves of \$310,000.00. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- d) Request authorization to allocate up to \$65,000 in additional CARES Act funds to the Twin Falls Small Business Assistance Grant Program.
Assistant to the City Manager Thompson requested Council authorization to allocate up to \$65,000.00 in additional CARES Act funds to the Twin Falls Small Business Assistance Grant Program.

Discussion ensued on the following:

Vice Mayor Pierce: Spoke about this process.

Council Member Hawkins: Thanked the committee for their work on this process.

Council Member Barigar: Also thanked the committee for their hard work.

Vice Mayor Pierce: Stated that Twin Falls was the first city in the State

MOTION: Vice Mayor Pierce moved to approve the request for, up to \$65,000.00, in additional CARES Act funds to the Twin Falls Small Business Assistance Grant Program. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5 to 0

- e) Presentation by Mosaic Community Planning on the draft Consolidated Plan and Annual Action Plan being prepared for the City of Twin Falls as a requirement for Community Development Block Grant (CDBG) entitlement funds.
Assistant to the City Manager Thompson made a presentation on the draft Consolidation Plan and Annual Action Plan being prepared for the City of Twin Falls as a requirement for Community Development Block Grant (CDBG) entitlement funds.

Discussion ensued on the following:

City Manager Rothweiler: Explained what Staff is asked for.

Council Member Barigar: What is the timeline to finalize this process? Listed out a few priorities he sees and asked for more info on homelessness.

Vice Mayor Pierce: Housing & Homeless side are in need. Would like to tie it with COVID funds as well. What is the timeline for the COVID funds?

Council Member Reid: Thinks that Mental Health is a growing concern, affordable housing is a big issue in our area. Would like to see dollars go toward the infrastructure areas.

Mayor Hawkins: Agreed with Council Member Reid. Would like to be able to reach more people.

Council Member Hawkins: Agrees that this money will not go very far and should look at getting the biggest bang for our buck.

Vice Mayor Pierce: Agrees that this money will not go very far.

Mayor Hawkins: Spoke about the condition of our sidewalks.

Council Member Barigar: Would like more detail from other Cities in Idaho.

City Manager Rothweiler: Cautioned the Council on this process.

Mayor Hawkins: Asked for clarification on awarding dollars to other groups in a partnership way.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

9) ADJOURNMENT

- a) ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student and Executive Session §74- 206(1)(c) To acquire an interest in real property which is not owned by a public agency.
- b) **MOTION: Vice Mayor Pierce** moved to Adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 5to 0.

The meeting adjourned at 06:27 PM

Amy Luna, Finance Administrative Assistant

City of Twin Falls, Idaho - City Council
Schedule of Regular Meetings & Public Hearings

2021

★★★★★

The meetings are generally held every Monday of every month starting at 5:00 P.M., unless otherwise posted. All meetings are held in the **City Council Chambers located at 203 Main Avenue East and are televised on Cable One, Channel 17.** All meetings are live streamed and archived, and can be found on the City's website at: www.tfid.org
Public Hearings begin after 6:00 pm.

January 4
January 11
January 19, **Tuesday**
January 25

February 1
February 8
February 16 **Tuesday**
February 22

March 1
March 8
March 15
March 22 **No Public Hearings**
March 29

April 5
April 12
April 19
April 26

May 3
May 10
May 17
May 24

June 1, **Tuesday – No Public Hearings**
June 7
June 14
June 21
June 28

July 6, Tuesday **(No Public Hearings)**
July 12
July 19
July 26

August 2
August 9
August 16
August 23
August 30

September 7, **Tuesday**
September 13
September 20
September 27

October 4
October 11
October 18
October 25

November 1 **(No Public Hearings)**
November 8
November 15
November 22 **(No Public Hearings)**
November 29

December 6
December 13
December 20 **(No Public Hearings)**
December 27



Date: Monday, December 14, 2020
To: Honorable Mayor and City Council
From: Lisa Strickland, City Planner

ACTION ITEM

Request:

Request to approve the FY2022 Certified Local Government Grant application to the Idaho State Historical Society from the Twin Falls City Historic Preservation Commission.

Time Estimate:

The presentation may take approximately 10 minutes with questions/comments to follow.

Background:

The Historic Preservation Commission has typically submitted for a Certified Local Government Grant each year for different historic preservation projects. This past year the Commission applied for the CLG grant to attend a couple of training conferences. However, due to COVID 19 the training conferences were cancelled.

After contacting the State Historic Preservation Office, we were informed that we could reallocate the funds if we had another project that qualified and could be completed by the September 2021 deadline.

In May the Commission celebrates National Historic Preservation Month by offering a walking tour of one of the historic districts to reach out to the public and promote the history of our community. The Commission would like to continue to offer tours however in our current circumstances they have been put on hold.

As an alternative to public gatherings the Commission has sought out the help of Visit Southern Idaho to assist in developing a software application, also known as an app, that would provide virtual historic walking tours. After some strategic planning was completed with Visit Southern Idaho, the Commission requested the FY2021 CLG grant money be reallocated to developing an app along with one (1) virtual historic walking tour of the City Park Historic District.

For the FY2022 CLG grant, the Commission would like the Council to approve the proposed application to develop two (2) more virtual historic walking tours. The virtual tours would present properties located within the Warehouse Historic District and the Downtown Historic District.

Approval Process:

Should the Council approve the request, the application must be signed by the Mayor. The application will then be submitted to the Idaho State Historic Preservation Office no later than December 31, 2020. Awards for the CLG grant will be announced in February 2021 and the deadline for completion and final reimbursement will be September 2022.

Budget Impact:

The CLG grant requires that the commission provide at least a 50/50 match to the grant funds. These funds can be either cash or in-kind. The in-kind matches are typically in the form of donated time from the Commission members and City Staff, calculated at an hourly rate. The commission is requesting

\$5,500 in grant funds and will be matching those funds through in-kind services. It is expected that all costs associated with this request would be covered by the grant and in-kind services. There should be no significant budget impact with the Council's approval of this request.

Regulatory Impact:

n/a

History:

The grants are only available to Certified Local Governments and are used for to help support historic preservation effort. The types of projects that the grant can be used for are Surveys, Preservation Plans, Training, Design Guidelines and Marketing Publications/Materials focused on National Register-listed resources. The mobile app we are requesting funds for will be aimed at properties located in our Downtown and Warehouse Historic Districts to highlight buildings listed on the national historic registry. One of the Historic Preservation Commissions goals is to protect our cultural heritage through education, approval of this request would help to support that goal.

Analysis:

For the FY2022 CLG grant, the Commission would like the Council to approve the proposed application to develop two (2) more virtual historic walking tours. The virtual tours would present properties located with the Warehouse Historic District and the Downtown Historic District.

Conclusion:

On November 16, 2020, the Historic Preservation Commission deliberated this request and forwarded a positive recommendation to the Council by a vote of 5-0.

The Council is tasked with making a final decision on the Certified Local Government Grant application request.

Attachments:

1. City of Twin Falls. 2021 CLG Application

**Idaho State Historic Preservation Office
Certified Local Government Subgrant Application
FY2021**

Application Coversheet

Applicant/Local Government

Name: _____
Address: _____
Address: _____
Telephone: _____
DUNS No.: _____

City/County Staff Contact

Name: _____
Address: _____
Address: _____
Telephone: _____
E-mail: _____

Grant Coordinator (if different from City/County Staff Contact)

Name: _____
Address: _____
Address: _____
Telephone: _____
E-mail: _____

Budget Summary

Total CLG Grant request: _____
Total Matching share: _____
Total cost of all project(s): _____
Source(s) of match: _____

Please provide a more detailed budget breakdown on the attached budget form.

Authorization

The undersigned certifies that he/she is authorized to apply for this subgrant on behalf of the local government, to commit local matching funds to the project, and to enter into a contract if the subgrant is awarded.

Signature: _____
City/County Chief Elected Official's signature

Date: _____

Print: _____

Title: _____

Project: _____

Applicant: _____

Part A: Proposed Project

Project Description

Complete a separate Part A: Project Description for **each** proposed project. Please state the objectives, the work to be performed, how the project relates to the goals set forth in the Idaho State Historic Preservation Plan, how the project relates to any local goals or objectives, and how the project will meet the Secretary of the Interior's Standards.

Final Products

CLG grant projects should result in a tangible product. Provide a detailed and specific list of the expected final products. Typical products include but are not limited to survey reports and forms; published document (e.g. walking tour guide); a National Register nomination; or similar. In some cases, the product may be an activity like a lecture or workshop. A short narrative describing the event must be submitted to the SHPO at the completion of the project. The narrative will describe the number of people attending, who composed the audience, and whether the project was carried out according to the proposal.

Project: _____

Applicant: _____

Timetable

Provide an anticipated timetable for carrying out the proposed project. Include significant milestones such as project commencement, issuing of RFPs, public engagement events, any necessary approvals, and projected completion.

Key Staff/Personnel

Provide a list of the key staff or personnel who will be involved in the proposed project, including a brief description of the roles and responsibilities for each member. Any anticipated subcontractors to be hired can simply be identified as such (e.g. – “consultant,” “architect,” “building contractor,” et cetera).

Attachments (Surveys, A&D, reprinting)

Attach any additional documents in support of this project application. Note: some project types have **required** attachments; please refer to Chapter VII of the Idaho CLG Grants Manual for details on these requirements.

Have you included any/all attachments for the project?

Yes _____ No _____

Applicant: _____

Applicant: _____

Project: _____

[illegible]



Date: Monday, December 14, 2020
To: Honorable Mayor and City Council
From: Mark Thomson, Senior Supervisor , Streets Superintendent

ACTION ITEM

Request:

Request to purchase a 2021 Etnyre oil distributor truck for \$173,500.00 by "piggy-backing" off a competitively bid contract from Bannock County.

Time Estimate:

Approximately 5 minutes plus time for Council questions and discussion.

Background:

The City of Twin Falls purchased its current distributor back in 1996. For the last 24 years it has been a great piece of equipment, but is well beyond its service life and will be traded-in if Council approves this purchase. This Capital Purchase was approved by the LTP committee and is under the budgeted amount of \$185,000.00.

Earlier this year, Bannock County competitively bid and purchased an oil distributor truck making it available to “piggy-back” in accordance with Idaho Statute 67-2803 (1). The City attorney has reviewed the bid documents and believes this to be an acceptable and legal method of procurement. Therefore, the Street Department is requesting council approve the purchase of an oil distributor truck.

Approval Process:

Requires Council’s approval

Budget Impact:

This is a budgeted request and is within the budgeted amount.

Regulatory Impact:

Council approval is required for purchases exceeding \$100,000.00

History:

Analysis:

Conclusion:

Staff recommends Council approve this request.

Attachments:

1. CityofTwinFallsStreetDept.2021EtnyreDistributorPete337.Quote



QUOTE

MetroQuip, Inc.

1953 E. Commercial

Meridian, ID 83642

ph:(208)344-3318 fax:(208)345-5931

jdonahoo@metroquip.net

QUOTATION NO. 2020ETNYRE2000PETE337

DATE November 10, 2020

CUSTOMER ID City of Twin Falls Street Dept.

EXPIRATION DATE 12/31/2020

TO

Mark Thomson

City of Twin Falls Street Department

159 Wall Avenue

Twin Falls, ID 83301

(208) 308-7326

e-mail: mthomson@tffd.org

SALESPERSON	FOB	PAYMENT TERMS	DUE DATE
Jake Donahoo (208) 921-0393	Twin Falls, ID	Standard Terms and Conditions	180-210 Days ARO

AVAILABLE FOR PIGGYBACK ON BANNOCK COUNTY BID AWARD 2/19/2020

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	2021 Etnyre 2,000 Gallon Distributor on Peterbilt 337	\$188,500.00	\$188,500.00
	<i>Distributor Features:</i> 2,000 Gallon Capacity Tank, 16' spray bar with 1' On/Off Control w/2' Folding Joints Each Side, Power Shift/Lift/Wing Fold, Computerized Application Rate System, Radar Speed Sensor, 400 GPM Etnyre Asphalt Pump, Heated Pump, 4-Way Valve, Etnyre Exclusive Suck Back and Self Flush System, Power Washdown System, 25' Hand Spray Wand w/3 Nozzles, Two (2) Diesel Fuel Burners, 3" Rubber Fill Hose, Wet Storage Box, Side Tool Box, and More.		
	<i>Chassis Features:</i> 2021 Peterbilt 337, 33,000 lb. GVWR, 190" WB, 12,000 lb. Front Axle, 21,000 lb. Rear Axle, 260 HP Paccar PX-9 Diesel Engine, 10-Speed Eaton-Fuller FR-9210B Transmission, 50 Gallon Fuel Tank, and More.		
	See attached brochures & build sheets for additional information		
	Includes Delivery to Twin Falls, ID, Factory Representation & Training at Distributor Startup, Flight & Hotel to Etnyre Factory Training in Oregon, IL for 2 Operators and 2 Technicians.		
1.00	Trade-In: 1996 Freightliner VIN# 1FV6HLACX7L778634	-\$15,000.00	-\$15,000.00

This is a quotation for the goods named, subject to the conditions noted below. This quotation is valid for 30 days from date above unless otherwise noted. The prices do not include freight charges, sales tax, F.E.T., or other applicable taxes unless noted. All sales are subject to availability and/or prior sale.

SUBTOTAL	\$	173,500.00
SALES TAX		
TOTAL	\$	173,500.00

To Accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

ETNYRE

BLACK-TOPPER®

Centennial Series

Asphalt Distributor



Setting the Standard



- Improved control and less maintenance. Electronic asphalt pump speed control provides superior dependability and more precise control than manual systems.
- The application rate is automatically maintained even with variations in truck speed at any spray width.
- One person operation. All spraying functions can be controlled from the truck cab.
- Duplicate controls for stationary functions are located at the rear of the distributor.
- Application is precise. There is no by-pass valve in the circulating system. Material that goes through the pump goes through the spray nozzles.
- Spray bar is fully balanced when spraying for unbeatable accuracy.
- Balanced, dual feed asphalt flow while spraying insures uniform application across the full bar.
- Custom built tank sizes.
- Designed to meet federal regulations for hot products.



Clean, uncomplicated design exclusive to Etnyre

Dished and flanged surge plates and heads are double welded to tank shell for extra strength and durability. Full box saddle type bolsters evenly distribute stresses and allow for thermal expansion.

Proven Etnyre 400 G.P.M asphalt pump designed and built by Etnyre specifically for handling asphalt and asphalt emulsions.

Change spray width from the cab. An available spray bar control package features individual cab controls for each one foot section of spray bar.

Self flushing system cleans the entire compact, easy to clean circulating system with a minimum amount of flushing oil.

Fuel Oil or LPG
Burners

Radar speed sensing provides precise measurement of ground speed and distance.

Better circulation, faster heating, faster starts and improved handling of special asphalts with Etnyre's large cross-section, "obstructionless" spray bar. Tapered, self-draining valve design leaves no asphalt slug to clog the valve.

Exclusive Vacu-Flo suck back system clears asphalt from the lowest point in the system without reversing the asphalt pump or back flushing the suction screen.

Safe, solid and dependable all pipe circulating system delivers material efficiently to the spray bar. No flexible steel or rubber lines. Leak free, machined ball joints with O-ring seals allow freedom of movement and reduce maintenance.



Proven performance – unbeatable accuracy



**The total package – capable and dependable,
the Etnyre Centennial Series asphalt distributor
is built to stay solidly on the job year after year.**



**FULL
CAB CONTROL**



**SOLID PIPE
CIRCULATING SYSTEM**



**FASTER HEATING
FASTER STARTS**

Etnyre knows asphalt



Established in 1898, we grew up with the industry.
Etnyre dependability, innovation, and dedication to our
customers earned our reputation as "standard of the industry".



**PRECISE
CONTROL**



**SUPERIOR
DEPENDABILITY**



**CUSTOM BUILT
TANK SIZES**

Time saving performance

Combining individual spray bar controls with the application rate computer provides time saving variable width capabilities with the flick of a switch from the cab.



Control panel with computerized application rate control and spray controlled in 1' increments.



Computer screen displays information simultaneously

Automatically maintain the pre-set application rate

- Change speed and/or adjust spray width using control panel switches and the control automatically maintains the pre-set application rate.
- A built-in self diagnostic program monitors the control circuits.



Rear control panel (shown with optional display).

Productivity is maximized with computerized application rate and in cab spray bar controls

- The Etnyre computer automatically matches pump output to distributor speed. Enter the desired application rate and the computer maintains that rate regardless of distributor speed, bar width or transmission gear changes during operation.
- No switching between displays for information. The computer screen displays application rate, gallons per minute and feet traveled simultaneously on one screen.
- Store ten different application rates in memory and recall them with the push of a button.
- The pumping rate can be adjusted for loading and circulating without changing the desired spray or application rates.



Variable Width Sliding Spray Bar

Available as optional equipment



- Cab control.
- Infinitely variable bar widths.
- 4" width controls.
- No excess bar beyond shot width.
- Solid pipe ... no flexible asphalt hoses.
- Side shift capabilities.
- Up to 24' wide shots. Available in 18' or 24' configurations.





The standard of the industry for more than 100 years.

For additional information on the Etnyre Centennial series asphalt distributors, request the following information:

- A-101--- Black-Topper Centennial Features
- A-142--- Designing A Distributor Booklet
- V-101--- Etnyre Black-Toppers Video

Distributed By:

E. D. Etnyre & Co., whose policy is one of continuous improvement, reserves the right to change specifications without notice. Photos and illustrations contain standard and optional equipment.



E. D. ETNYRE & CO.,
 1333 South Daysville Road, Oregon, Illinois 61061
 Phone: 800-995-2116 or 815/732-2116 • Fax 815-732-7400
 Web Site: www.etnyre.com • E Mail: sales@etnyre.com

Litho in U.S.A. Supersedes L-101-12 **L-101-17**

Specification Sheet

Custom Built For:

Date : 03/20/2020

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DISTRIBUTOR	
MODEL	CENTENNIAL
TANK SIZE	2,000 GALLONS
TANK CODE	MEETS DOT 49CFR173.247
FIBERGLASS INSULATION 2"	.040" ALUMINUM JACKETING
MANHOLE 20" WITH INTERNAL OVERFLOW	NON-RELIEVING
SAMPLE VALVE	LOCATED IN REAR HEAD
LADDER	WALKWAY TO MANHOLE
TANK GAUGE	FRONT AND REAR, 50 GALLON INCREMENTS
THERMOMETER	2" DIAL
CIRCULATION SYSTEM	400 GPM PUMP
HEATED PUMP	FROM TRUCK COOLING SYSTEM
VALVES/CONTROLS	4-WAY ASPHALT VALVE AND SUCKBACK VALVES (WITH TOUCH PAD IN BOX AT REAR)
SELF FLUSHING SYSTEM	INCLUDES FUEL OIL TANK AND LINE
POWER WASHDOWN SYSTEM	W/ HOSE & WAND
SPRAY BAR - CAB CONTROL	12' BAR, 1' ON/OFF CONTROL WITH 3352205-NOZZLES.
SPRAY BAR EXTENSIONS	1' W/ELECTRIC-AIR ON/OFF (16' TOTAL BAR LENGTH) WITH 3352205-NOZZLES.
EXTRA PAIR OF FOLDING BAR JOINTS	2/2/8/2/2
SPRAY BAR - CAB CONTROL	POWER SHIFT, LIFT AND WING FOLD
POWERED BAR LATCH	CONTROL AT REAR
HYDROSTATIC DRIVE	OFF CRANKSHAFT PTO
MANIFOLD STYLE VALVES	FOR 1' BAR ON-OFF CONTROLS
CONTROLS/INSTRUMENTATION	CONTROLLED BY BT-1 COMPUTER WITH FRONT AND REAR DISPLAYS
TOOL BOX	SIDE OPENING WITH FLUSH-TYPE LOCK

Specification Sheet

Quote : 0037487-01

Custom Built For:

Date : 03/20/2020

HEATING SYSTEM	(2) FLUES, (2) BURNERS WITH DIGITAL TEMPERATURE READOUT, THERMOSTATICALLY CONTROLLED SHUT DOWN, OUTFIRE PROTECTION, TRAVEL LOCK OUT.
HEATING SYSTEM	(2) FLUES, (2) FUEL OIL BURNERS
PAINT	ALL STEEL PARTS BLACK
HANDSPRAY ASSEMBLY	WITH 25' RUBBER HOSE
WET STORAGE BOX	W/HINGED COVER & DRAIN PLUG
LIGHTING SYSTEM	L.E.D. SEALED



MODEL

337

Built
strong for
tough jobs.

MODEL 337

The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. It can be configured to meet the demands of virtually any work application and spec'd to meet the needs of any business. The 337 earned its durable reputation from features such as the all-aluminum cab, Metton® hood and stainless steel grille. Plus, the sloping aerodynamic hood enhances driver visibility and productivity. A multiplex electrical system offers diagnostic simplicity and reliability with clearly numbered, color-coded wiring. The Peterbilt Model 337 proves its value every day with every mile.

MODEL 337 SPECS

- PACCAR PX-9
 - Power: 260-380 HP
 - Torque: 720-1,250 lbs.-ft.
- PACCAR PX-7
 - Power: 200-325 HP
 - Torque: 520-750 lbs.-ft.
- SmartNav® Infotainment and Navigation System Available
- Collision Mitigation System Available



For more information on the Model 337, contact your local Peterbilt dealer or visit peterbilt.com.

PETE-9885 5/2020

MANEUVERABILITY

Featuring up to a 53-degree wheel cut, the 337 allows pickup and delivery drivers to maneuver in congested urban environments, as well as tight loading and unloading conditions.

ERGONOMICS

The durable and ergonomic dash features LED backlit gauges that are easy to read, a driver information display for critical vehicle data and rocker switches within easy reach.

VERSATILITY

Available as a truck or tractor and with a full range of suspension options, the 337 delivers the ideal match for your particular application.



Boise Peterbilt, Inc. (I100)
6633 Federal Way
Boise, Idaho 83716

Metroquip Inc.
1953 E Commerce
Meridian, Idaho 83642
United States of America

Cody Hawkes
Cell Phone:
Office Phone: (208)344-8515
Email: chawkes@jgpete.com

Vehicle Summary

Unit		Chassis	
Model:	Model 337	Fr Axle Load (lbs):	12000
Type:	Full Truck	Rr Axle Load (lbs):	21000
Description 1:		G.C.W. (lbs):	33000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Tanker, Liquid Bulk	Class A (Highway)	100
Commodity:	Asphalt	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Tank	Wheelbase (in):	190
Length (ft):	24	Overhang (in):	74.8
Height (ft):	13.5	Fr Axle to BOC (in):	69.8
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	120.2
No. of Trailer Axles:	0	Cab to EOF (in):	195
Type:		Overall Comb. Length (in):	303
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Std/ Opt	Description	Weight
Base Model		
S	Model 337 The Peterbilt Model 337 is built to take on the big jobs. That's why it's available as a Class 7 truck or tractor with a GVW up to 33,000 lbs. With a full range of suspensions and in an all-wheel-drive configuration, the 337 delivers an ideal match for applications such as wrecker, tanker, beverage delivery, municipal utilities – just about any job you can throw at it.	10,070
O	Asphalt Tanker, Dry BulkGeneral freight (linehaul) service using a dry bulk tanker body or tanker trailer.	0
O	Tanker, Liquid Bulk General freight (linehaul) service using a liquid bulk tanker body or tanker trailer.	0
O	Tank A truck equipped to transport liquefied loads, dru bulk cargo, or gases. May be insulated or non-insulated; pressurized or non-pressurized; and designed for single or multiple loads (often by means of internal divisions in their tank).	0
S	United States Registry Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration		
S	Not Applicable Secondary Manufacturer	0
Frame & Equipment		
O	10-5/8" Steel Rails 326-384" 10.625 x 3.45 x .313 Dimension, 1,776,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 14.8 cubic inches. Weight: 1.44 lbs/inch pair	273
O	190" Wheelbase	0
O	FEPTO Provision 27.8in Bumper Extension Includes Crankshaft Adapter Plate and Stationary Grille. Requires FEPTO Bumper.	86
S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
S	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment		
O	Dana Spicer E1202IL 12,000 lb, 3.5 in. Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 12,000 lb. The axles have exclusive one-piece forged	0



Std/ Opt	Description	Weight
	design knuckle including steer arm, tie rod arm and spindle. This feature helps in greater durability and reduced maintenance.	
O	Taper Leaf Springs, Shocks 12,000 lb Hendrickson taper leaf springs, shocks for 12,000 lbs.	0
S	Power Steering Sheppard HD94 Sheppard HD94 power steering gear is a light weight version of heavy duty line-haul power steering gear. For use with 12,000 to 14,000 lb. axle ratings.	0
O	Power Steering Reservoir Frame Mounted The power steering reservoir is a steering system that eases drivability by applying hydraulic pressure to the steering gear.	0
S	PHP10 Iron PreSet Hubs	0
O	Dana Spicer Wide Track IPO Standard Dana Spicer wide track front axles offer added stability and deliver greater turn angles. 71in KPI IPO 69in for E1202, E1322, E1462, D2000F front axles.	15
S	Bendix Air Cam Front Drum Brakes 16.5x5 For use with 10,000 lbs to 14,600 lbs steer axles. Includes automatic slack adjusters & outboard mounted brake drums.	0
O	Dust Shields, Cam Brakes, Front Axle	4
S	Gusseted Cam Brackets, Steer Axle	0
Rear Axle & Equipment		
O	Dana Spicer S21-140 21,000 lb	16
S	PHP10 Iron PreSet Hubs	0
O	Dust Shields For Cam Brakes, Drive Axle(s)	15
S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
S	Stability System Not Selected Or Not Available	0
S	Single Drive Axle (Model 337)	0
S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0



Std/ Opt	Description	Weight
	conditions and withstand the stress from high temperatures, extending component life.	
S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0
O	Ratio 3.91 Rear Axle	0
S	Reyco 79KB Taper Leaf 21,000 lb	0

Engine & Equipment

S	PACCAR PX-9 260@2200 GOV@2200 720@1300 Productivity (2017 Emissions) Includes alum flywheel housing, cruise control, and J1939 provisions (provides an interface point for the Electronic Service Analysis-ESA and other PACCAR approved diagnostic tools). Chevron Delo LE SAE 10W30 engine oil is specially formulated for new low emissions engines. Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. N21320 N205 120...Standard Maximum Speed Limit N21470 P062 NO...Cruise Control Auto Resume (N21480 P068 NO...Auto Engine Brake in Cruise N21450 P026 NO...Gear Down Protection (P026) N21440 P015 NO...Engine Protection Shutdown (N21350 P001 64...Maximum Accelerator Pedal Ve N21370 P059 64...Maximum Cruise Speed (P059) N21590 P230 YES...Enable Hot Ambient Automatic N21530 P233 YES...Enable Impending Shutdown Wa N21540 P234 60...Timer For Impending Shutdown N21460 P046 1400..Max PTO Speed (P046) N21520 P030 5.....Timer Setting (P030) N21570 P031 NO...Idle Shutdown Manual Overrul N21610 P172 40...Low Ambient Temperature Thre N21630 P171 80...High Ambient Temperature Thr N21510 P520 YES...Enable Idle Shutdown Park Br N21430 N201 0.....Reserve Speed Limit Offset (N21410 N202 0.....Maximum Cycle Distance (N202 N21400 N203 252...Reserve Speed Function Reset N21420 N206 10...Maximum Active Distance (N20 N21340 P112 120...Hard Maximum Speed Limit (P1 N21550 P516 100...Engine Load Threshold (P516) N21620 P173 60...Intermediate Ambient Tempera N21330 N207 0.....Expiration Distance (N207) N21500 N209 0.....Expiration Distance (N209)	0
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Override	0
	Eff EIST NA Expiration Miles	0

Date: November 10, 2020
Quote Number: QUO-734377-G9J2M3



Std/ Opt	Description	Weight
	Effective VSL Setting NA	0
O	Typical Operating Speed 60 MPH	0
O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0
O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
S	Spin-On Fuel/Water Separator	0
S	No Fluid Heat Option for Fuel Filter	0
S	No Electric Heat Option for Fuel Filter	0
S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
S	Radial Seal, Dry Type Air Cleaner, Frontal	0

Date: November 10, 2020
Quote Number: QUO-734377-G9J2M3



Std/ Opt	Description	Weight
	Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	
O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
O	Curved Tip Standpipe(s)	0
O	30" Ht , 5" Dia Standpipe(s) Chrome With Clear Coat	0
Transmission & Equipment		
O	Eaton FR9210B 10-Speed 950 Torque. Includes synthetic lubricant to reduce friction, improve efficiency, & extend component life. Magnetic transmission oil drain plug captures & holds any metal fragments in transmission oil to extend service life. Torque limiting clutch brake.	265
S	1710 HD Driveline, 1 Midship Bearing	0
S	Manual Shifter, Black	0
Air & Trailer Equipment		
S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
S	Nylon Chassis Hose	0
S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
Tires & Wheels		
O	FF: BR 14ply 11R22.5 R268 Ecopia Efficiency Rating: Poor R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 41.5 inches; SLR = 19.3 inches	8
O	RR: BR 14ply 11R22.5 R268 Ecopia Efficiency Rating: Poor R268 tread is not a Line Haul tire and is only for Pickup and Delivery or Regional use. Diameter = 41.5 inches; SLR = 19.3 inches	16
O	Code-rear Tire Qty 04	0



Std/ Opt	Description	Weight
S	FF: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP10-2 hand holes	0
S	RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP10-2 hand holes	0
O	Code-rear Rim Qty 04	0
Fuel Tanks		
O	26" Aluminum 50 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	-119
O	Location LH U/C 50 Gallon	0
S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
O	DEF To Fuel Ratio Between 1:1 And 2:1	0
O	DEF Tank Small 11.1 Gallon Capacity	0
Battery Box & Bumper		
O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
O	Aluminum Bumper Swept Back Polished, With FEPTO Two tow pins and step plates on top of bumper	50
Cab & Equipment		
S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0
S	National Driver Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0
O	National Passenger Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0
O	Air Ride Driver	0
S	High Back Driver	0
S	Vinyl Driver	0



Std/ Opt	Description	Weight
S	Non-Air Ride Passenger	0
O	High Back Passenger	0
S	Vinyl Passenger	0
O	Adjustable Steering Column - Tilt/Telescope	11
S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
S	Interior Gray/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
O	Dark Window Tint IPO Standard Tint - Day Cab	0
O	Extended Rear Window ipo Std Window-Day Cab The extended rear window protrudes two inches more than the standard conventional rear cab window. Take this into consideration when determining your loadspace.	18
S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
S	1-Piece Curved Windshield	0
S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
O	Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable Bright Finish with Convex	4
S	Power Package Includes power door locks and power windows.	0
S	Air Horn None Furnished	0
O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
O	Standard Speaker Package For Cab (2) Speakers	4
O	Bluetooth Phone and Audio	0
O	USB Port	0
S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0

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Std/ Opt	Description	Weight
S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
S	(5) Marker Lights, Aero LED	0
S	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	0

Paint

O	Standard Paint Color Selection	0
S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
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Miscellaneous

S	2017 EPA Emissions Engine Warranty Only	0
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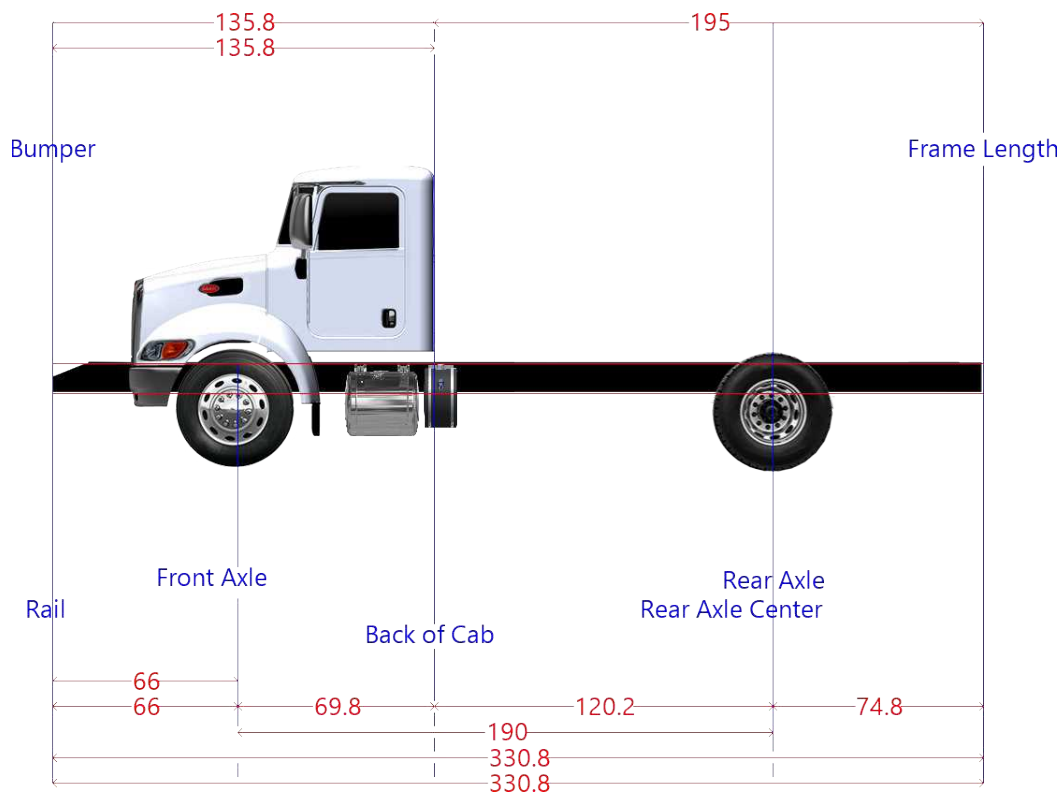
Promotions

Order Comments



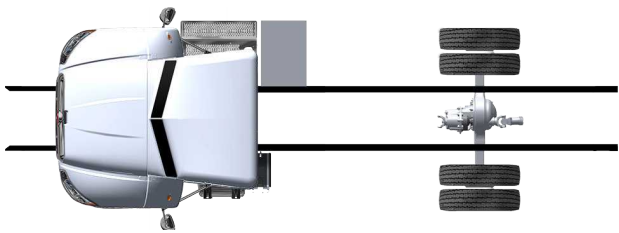
Total Weight

10,691



Dimension	Measurement	Start	End
Axle Spacing	0	190	190
Bumper to Back of Cab	135.8	-66	69.8
Bumper to Front Axle	66	-66	0
Bumper to Front Frame	0	-66	-66
Cab to End of Frame	195	69.8	264.8
Cab to End of Frame/Loadspace	CAB TO END OF FRAME EQUALS LOADSPACE ON THIS CONFIGURATION.		
Cab to Rear Axle	120.2	69.8	190
Effective Bumper to Back Of Cab	135.8	-66	69.8
Frame Length	330.8	-66	264.8
Front Axle to Back of Cab	69.8	0	69.8
Front of Frame to Axle	66	-66	0
Load Space	195	69.8	264.8
Overall Length	330.8	-66	264.8
Overhang	74.8	190	264.8
Pusher Offset #1	0	190	190
Pusher Offset #2	0	190	190
Pusher Offset #3	0	190	190
Tag Offset	0	190	190
Wheelbase	190	0	190

FRAME LAYOUT



Note: The image displayed is representative only. It should not be construed as a layout diagram. Dimensions and components are not to scale.

Selected Options (Wheelbase: 190)

Sales Code	Description	Length	Side
6040550	Aftertreatment Aluminum Non-Slip Cab Entry	45.3	Right
5655019	DEF Tank Small	6	Left
6010780	Aluminum Space Saver Battery Box RH BOC	25.1	Right
5554040	26" Aluminum 50 Gallon Fuel Tank LH U/C	26.65	Left

INVITATION TO BID
Bannock County Public Works - Bituminous Distributor

Bannock County is requesting an Invitation to Bid (ITB) for a new 2000 gallon Bituminous Distributor with chassis. Sealed bids will be received by the **Bannock County Clerk, 624 E. Center St, Room 211, Pocatello, ID 83201**, until **5 PM** local time on **March 2, 2020**. Any bid received after closing time will be returned unopened.

ENVELOPE SHALL BE SEALED AND CLEARLY MARKED: BID OPENING – BITUMINOUS DISTRIBUTOR.

The proposals will be publicly opened and read aloud on **March 3, 2020 at 11:00 AM at the Bannock County Courthouse, 624 E. Center St, Room 212, Pocatello, ID 83201**.

All bidders must submit with bid, a bid bond, certified check, or cashier's check in the amount of 5% of the total bid. Failure to submit a bid bond will result in the bid being deemed non-responsive. Bannock County reserves the right to waive irregularities, reject any and all bids submitted, and to accept the proposal deemed most advantageous to the best interest of Bannock County.

A complete copy of the ITB may be obtained by writing ITB Lead Shanda Crystal, 624 East Center, Room 101, Pocatello, ID 83201; by calling 208-236-7214; or by email at shandac@bannockcounty.us. Please refer to the ITB name in your request – Bituminous Distributor.

If any person requires special assistance or accommodation to participate in this bid, please call 208-236-7210 to make the necessary arrangements three days prior to pre-bid conference or bid opening.

DATED this 14th day of January 2020.

BOARD OF BANNOCK COUNTY COMMISSIONERS

Steve Brown, Chairman

Terrel N. Tovey, Member

Ernie Moser, Member

ATTEST: _____
Jason C. Dixon, Clerk

PUBLISHING DATE: January 19 and 26, 2020



Bannock County Public Works

5500 South Fifth
Pocatello, Idaho 83204
Ph. (208) 233-9591

2019/2020 NEW BITUMINOUS DISTRIBUTOR & CHASSIS

5 % Bidders Bond Required.

Date: February 6, 2020

Vendor MetroQuip, Inc.

By: Name (Print) Jake Donahoo

Signature: _____

Bidder certifies delivery will be completed in 60 days from the date of award to successful bidder, or a delivery date of 04/10/2020.

2000 Gallon Distributor with Chassis

Cost of one Distributor with chassis: \$188,500.00
FOB Bannock County



Bannock County Public Works

*5500 South Fifth
Pocatello, Idaho 83204
Ph. (208) 233-9591*

BANNOCK COUNTY ROAD AND BRIDGE

PROPOSAL SUBMISSION RULES

The undersigned hereby agrees and proposes to furnish one (1) new 2000 Gallon Bituminous Distributor with chassis. The machine will be a like-unit of a current model under standard production by the manufacturer. The unit bid must meet all minimum specifications.

Specifications contained herein are numbered and each specification contains a box with brackets to permit the bidder to indicate a "yes" or "no" compliance reply. A yes answer is to mean that equipment offered conforms to or exceeds the specification as written. A no answer is to mean that equipment offered differs from or is less than the specification as written. A yes or no reply in the box is mandatory. Bidders are accordingly advised that all pages of the specifications, with required answers indicated, must be returned with the submitted bid proposal.

SUPPORT OF EQUAL OR SUPERIOR, BUT DIFFERENT, EQUIPMENT

To properly present his equipment when "no" replies are generated, a bidder or manufacturer is advised to follow the procedure described below.

1. Carefully read each specification and mark the appropriate "yes" or "no" reply with an X inside the proper brackets. The X entry must be made in ink or typewritten.
2. For each "no" reply, show the box number, the title of the specification and then explain how the equipment being offered differs. Replies must be made on sheet with title,

"EXCEPTIONS TO BID CONDITIONS & SPECIFICATIONS".

SPECIFICATIONS FOR 2019 2000 GALLON DISTRIBUTOR WITH CHASSIS

	Basic Specifications	Yes	No
1	New 2019/2020 2000 Gallon Bituminous Distributor.	X	
	Function	Yes	No
1	Fill Tank by Distributor Pump from outside source.	X	
2	Must Circulate material in tank.	X	
3	Must Circulate material in spray bar and all material must return to tank by distributor pump suction.	X	
4	Must spray at a constant desired application rate, regardless of variance in truck speed. Unit shall use volumetric metering with no bypass when spraying.	X	
5	Material in spray bar must return to tank by distributor pump suction.	X	
6	Must have hand spray wand with a minimum of 3 spray nozzles with material returning to the tank by distributor pump suction.	X	
7	All material returning to the tank functions must be accomplished without changing the direction of the asphalt pump.	X	
8	Must transfer material from an outside source to another outside source without having material enter Distributor tank.	X	
9	Must be able to pump material back to supply source.	X	
10	Must automatically go from circulate in the Spray Bar to Spray mode and return to circulate without pushing material over a relief valve.	X	

11	Provision shall be made for easily draining the circulating system independently of the tank and for flushing the circulating system and pump with not more than three (3) quarts of fuel oil so as not to dilute the tank contents.	X	
	Tank and Fittings	Yes	No
1	Capacity: 2,000 U.S. Gallons minimum.	X	
2	Shape: Oval in cross section, with the long axis horizontal.	X	
3	Material: Shell to be 10 gauge steel. Tanks to have 10 gauge steel heads, deep dished and flanged, welded to the tank shell both inside and outside for strength and durability.	X	
4	Surge Plate: Tank to be supported with full section surge plate, deep dished and flanged, constructed of 10 gage steel. Plate to be spaced to provide adequate tank strength and proper surge control. Openings shall be provided in the surge plates for the free flow of material to the pump and large enough for a man to crawl through.	X	
5	Manhole: 20" inside diameter manhole with quick-opening cover.	X	
6	Overflow: 3" diameter overflow extending at least 6 inches above the liquid, and draining internally only through the bottom of the tank in such a location as to clear all chassis members.	X	
7	Insulation: 2" fiberglass 1 lb. Density with spacers to prevent compression, protected by an aluminum jacket sheet (.040"). Mineral wool or foam insulation not acceptable.	X	
8	Tank Mounting: Mounting saddles shall be full bolster style. Aluminum fenders must be included.	X	
9	Tank Gauge: Two (2) Float type, with dial calibrated in 50 gallon increments, Mounted both front and rear of the tank.	X	

10	Measuring stick: Aluminum, calibrated in 50 gallon increments. Stick must be designed and calibrated to read the tank contents without dipping the stick into the material.	X	
11	Spillage collar and overflow drain will include a refiners platform and ladder.	X	
12	Tank Design: The tank design and construction must meet all applicable Federal Cargo Tank Regulations 49 CFR 173.247 and include DOT- 406, HM-183, HM-198A, with consideration for hot asphalt products. Tank must have ASME tank approval number to assure that federal cargo tank regulations can be met.	X	
	Power Unit	Yes	No
1	Type: Hydrostatic transmission consisting of a pump, variable displacement with a minimum displacement of 3.1 cubic inches per revolution with an electronic stroker control, a piston motor with gearbox direct coupled to the asphalt pump with internal valving, a relief valve, with a high oil temperature warning in the cab.	X	
2	Drive: Front crankshaft drive - frame mounted.	X	
3	Hydraulic Lines: High pressure hose with swaged type split flange “O” ring fittings. Low pressure hose must meet transmission manufacturer’s recommendation.	X	
4	Reservoir: Minimum 20 gallon capacity with dial thermometer and level indicator.	X	
5	Filter: 10 Micron, replaceable cartridge type filter with a vacuum gauge located between the pump and tank.	X	
6	Controls: Electronic micro-controls for the hydrostatic transmission will be located in the truck cab. Controls must permit the stopping of the variable pump discharge without disconnection of the pump drive.	X	

7	Override: An override of the micro-control must allow increases in the asphalt pump output for filling, sucking back, etc., without affecting the application rate setting. The override control shall be located at the rear of the unit.	X	
8	Auxiliary Pump: Auxiliary pump will control spray bar lift, Shift, and fold.	X	
	Bitumen Pump	Yes	No
1	Type: Positive displacement rotary gear type. With 4 ½ inch inlet and a 4 inch discharge. Pump will have packing type shaft seal and be one directional in rotation.	X	
2	Location: Pump will be located below the bottom level of the tank to insure complete drainage when tank contents valve is closed.	X	
3	Capacity: Minimum of 400 gallons per minute.	X	
4	Self-flushing tank and line: Line will be located between the burner fuel tank and the material fill line. Check valve will be installed to prevent backflow into fuel tank.	X	
5	Asphalt Valve: Tank circulation, spray bar circulation, spray, suck back, and all material flow shall be controlled by a single 4-way asphalt valve. Reversing pump not acceptable.	X	
	Heating System	Yes	No
1	Burners: Two (2) high pressure fuel oil burners with a minimum of 600,000 BTU per hour per burner capacity. Electric drive blower and fuel oil pump, thermostatically controlled shut down, out fire protection, travel lock out, pressure regulator, valves, piping, with a 25 gallon fuel tank. Plumbing to the chassis fuel tank not acceptable.	X	
2	Flues: Dual 8 inch flues shall run the full length of the tank. Inlet shall be 8 inches; outlet will be 6 inches maximum.	X	

3	Heat Chase System: Heat chase will circulate engine coolant through system to warm the asphalt pump and the asphalt circulation system piping.	X	
	Spray Bar	Yes	No
1	Spray Bar: Full circulation 16 ft. in length, hinged to permit folding for traveling. Length of bar in folded position not to exceed 8 feet. Bar must have positive circulation from one end of the bar to the other end, regardless of bar length or asphalt pump rate.	X	
2	Configuration: Bar will consist of an 8 ft. center section with (4) four folding wing sections each 2 ft. in length. Sections will be interchangeable both right and left sides.	X	
3	Controls: Electric over air on-off will allow bar to spray in 1 ft. increments, cab controlled. Electric over hydraulic controls for spray bar shifting, lifting and wing folding, cab controlled.	X	
4	Spray Bar Valves: External side mounted to prevent internal obstructions during spraying.	X	
5	Nozzles: Nozzles will be spaced on 4 inch centers on the spray bar and shall have an individual valve for each spray nozzle. Each nozzle valve will have a flip lever control so spray width can be adjusted, that allows individual valves to be disconnected without the use of tools or pulling pins.	X	
6	Hand Spray Attachment: Hand spray gun with cold handle with not less than 3 nozzles connected with 25 ft. of ¾ inch flexible hot oil rubber hose.	X	
	Air System	Yes	No
1	Air: Air shall be obtained from the air system on the truck chassis. The Distributor air system must have its own air reservoir with a check valve set at 80 psi to prevent low of air on truck chassis brake system. The air system shall have its own air-line oiling device.	X	

2	Valves: Air solenoid valves will be Manifold Style Mac Valves located so they are accessible and serviceable from ground level.	X	
	Controls / Instrumentation	Yes	No
1	Computer with in-cab operator controls will include; Computer controlled switches for ten (minimum) preset application rates, Distance/volume reset switch, application rate adjustment switch, and display select switch.	X	
2	In cab instrumentation will include: Truck travel speed feet/minute or meters/minute, application rate in gallons/square yard or liters/square yard, pump rate in gallons/minute or liters/minute, resettable distance sprayed in feet or meters, resettable volume sprayed in gallons or liters, low tank level warning, and warnings that travel speed and/or application rate are beyond system capability.	X	
3	Speed Sensor: Radar type sensor for ground speed.	X	
4	4- Way asphalt Valve: Will be controlled from the cab system controls.	X	
	Tool Box, Fenders, ETC.	Yes	No
1	Tool Box: All steel box with aluminum door. Must have a hinged door on the side with a flush-type lock.	X	
2	Fenders: (2) Full dual flanged fenders (.80") aluminum with rubber flaps.	X	
3	Wet storage: Wet storage box with drain plug and hinged lid located at the rear of vehicle.	X	

	Truck Chassis Specifications	Yes	No
1	New: 2019/2020 Model Year	X	
2	GVWR: 33,000 lb.	X	
3	Wheel Base: 190 inches Cab to axle 120 inches CA	X	
4	Front Axle: 12,000 lb.	X	
5	Rear Axle: 21,000 lb.	X	
6	Rear Axle Ratio: 3.90	X	
7	Engine: 260 HP Diesel Engine (prefer Paccar PX-7)	X	
8	Transmission: 10- Speed Manual (prefer Fuller FR-9210B)	X	
9	Alternator: 130 Amp	X	
10	Batteries: Two 12-volt, 1,400 CCA total	X	
11	Brakes: Air Brakes Front and Rear with dust sheilds	X	
12	Frame: 10- 5/8 inch steel rails	X	
13	Fuel Tank: 50 gallon mounted left hand under driver's door	X	
14	Steering: Power	X	
15	Driver's Seat: Air Ride	X	
16	Passenger Seat: High back fixed	X	
17	Front Tires: 11R22.5 14 Ply	X	
18	Rear Tires: 11R22.5 14 Ply	X	
19	Wheels: 10-Hub Piloted steel disc	X	
20	PTO: Front Engine PTO adapter plate	X	
21	Bumper: 27 inch Front Bumper Extension	X	
22	Hoses: Silicone radiator and heater hoses.	X	
23	Air Dryer: Bendix AD-IS heated	X	
24	Front Bumper: Polished aluminum swept back	X	
25	Battery Box: Aluminum space saver	X	
26	Steering Wheel: Tilt and Telescopic	X	
27	Cab: Day Cab rear view with tinted glass	X	
28	Cab: Heater and Air Conditioner	X	
29	Mirrors: Dual four-way heated power mirrors	X	
30	Cab: Power Windows and Door Locks	X	
31	Cab: Intermittent Windshield Wipers	X	
32	Cab: Air filter restriction indicator	X	

EXCEPTIONS TO BID CONDITIONS & SPECIFICATIONS

Specification #	Exceptions

Bidders must submit with their bids the latest printed specifications and advertising literature on the unit they propose to furnish. Successful bidder will provide factory representation and training for distributor startup at a time and place determined by Bannock County in the year 2020. Bidder shall provide travel arrangements (flight and hotel) for in-person factory training for two (2) operators and two (2) maintenance technicians in February or March 2020.

Bidder must be able to provide parts, service, and trained personnel in a timely manner to insure machine availability.

In making an award, Bannock County Road and Bridge must have complete assurance of vendor against failure or inability to deliver.

Penalty for not making delivery in the time stated: The bidder is to state on bid sheet the number of days or date of delivery. If delivery is not made in accordance with stated time, it is understood and agreed that the company will pay Bannock County One hundred dollars (\$100.00) per calendar day beyond the stated delivery time until the unit is delivered.

The price or prices quoted shall include all transportation charges fully pre-paid to Bannock County.

Questions or other correspondence must be submitted in writing to the ITB Lead, Shanda Crystal, 624 East Center, Room 101, Pocatello, ID 83201, Fax: 208-236-7363, E-mail: shandac@bannockcounty.us.

BANNOCK COUNTY COMMISSIONERS

624 E. Center, Pocatello, ID 83201
Phone: (208) 236-7210 • Fax: (208) 232-7363



ERNIE MOSER
Commissioner
1st District

STEVE BROWN
Commissioner
2nd District

TERREL N. TOVEY
Commissioner
3rd District

February 18, 2020

MetroQuip, Inc.
1953 East Commercial
Meridian, ID 83642

Dear Mr. Donahoo,

We wish to thank you for participating in Bannock County's bid opening held on February 11, 2020 for the 2019/2020 New Bituminous Distributor and Chassis.

After taking the bids under advisement, it is the decision of the Board, in the best interest of Bannock County, to award you the bid for 2019 New Etnyre Distributor on a 2019 Peterbilt Chassis for \$188,500.00 as specified in your bid documents.

Your bid bond will be held until we receive word that the Bituminous Distributor and Chassis has been delivered and all is satisfactory. Thank you for your participation in this matter and congratulations!

BOARD OF BANNOCK COUNTY COMMISSIONERS



Steve Brown, Chair

Terrel N. Tovey, Member

Ernie Moser, Member



Bannock County Public Works

5500 South Fifth Ave
Pocatello, Idaho 83204
Ph. (208) 233-9591

Date: February 12, 2020
To: Bannock County Commissioners
Re: Bid Recommendation
Subject: One (1) New 2000 Gallon Bituminous Distributor & Chassis

Dear Bannock County Commissioners,

After reviewing the bid document for the New Bituminous Distributor & Chassis opened on February 11, 2020, I am recommending the bid be awarded to MetroQuip Inc. as follows:

MetroQuip Inc. came in with the low bid of **\$188,500.00**. MetroQuip Inc. certifies delivery in 60 days from the award of the bid or a delivery date of April 10, 2020. After reviewing their bid they meet all specifications with no exceptions.

The warranty consists of 1 year on the Chassis and 1 year on the Bituminous Distributor.

Thank you,

Brett Grayson

Bannock County Public Works



Date: Monday, December 14, 2020
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

Request:

Approval and award of a master contract between the City of Twin Falls and Pivot North Architects for design and construction management services for the development of the new construction for Twin Falls fire stations two, three, Twin Falls fire training center, and a minimal remodel or updates of fire station one.

Time Estimate:

This item will take approximately 10 minutes, plus any additional time needed to address questions presented by council to staff. Clint Sievers, of Pivot North Architects will be available to answer any additional questions.

Background:

The City of Twin Falls, after completing a Request for Qualifications Process in October 2017, awarded Pivot North Architecture to provide comprehensive architectural services for twin falls fire department fire stations and facilities.

Over the course of the past several months, representative from the City of Twin Falls and Pivot North Architects have negotiated the contract and possible delivery/construction methods. The City followed the process outlined in Idaho Code section 67-2320 (See Regulations section of this Agenda Statement). The contract is attached for the Twin Falls City Council's review and consideration.

The City and Pivot North Architects discussed possible construction and delivery methods. Based on those conversations, it is the city manager's and staff's recommendation to construct the training center and fire stations projects using the Construction Manager\General Contractor (CM/GC) delivery process.

Fire Chief Les Kenworthy with telephone access to Pivot North Architects will make a brief presentation to the city council that is intended to help further explain the contract.

The contract has been reviewed by Twin Falls City Attorney Shayne Nope.

Approval Process:

This is a discussion item. If a motion is made, approval is by simple majority vote (50%+1) of the city council members present.

Budget Impact:

Based on the best and current information, Clint Sievers with Pivot North Architects has estimated the total cost of the recommended project to be 9% for the cost of the work not to exceed the fee schedule attached (2021 Standard Hourly Rate Table). The fire stations projects will be paid for with a funding mechanism that was approved by city council December 7th, as presented by City Manager Travis Rothweiler. The fire training center's architectural costs will be paid for using a grant from the Twin Falls Rural Fire District that was approved on December 7, 2020 as presented by Fire Chief Les Kenworthy.

Regulatory Impact:

There are some regulations that guide this process. Those regulations include:

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

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

Attachments

1. Contract with Pivot North Architects
2. 2021 Standard Hourly Rate Schedule.

AIA[®] Document B133[™] – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the Fourteenth day of December in the year Two-Thousand and Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Ave E.
Twin Falls, ID 83301

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

Pivot North Architecture, PLLC
1101 W. Grove Street Suite 101
Boise, ID 83702
(208)690-3108

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

New Construction and Remodels for Twin Falls Fire Stations and Twin Falls Fire Training Locations are to be determined by the City of Twin Falls
This will serve as the master agreement between the City of Twin Falls and Pivot North, PLLC. The terms included herein will apply to each project. Individual amendments will be executed as exhibits to the agreement to represent the scope of work, schedule, and compensation applicable for each project.

The Construction Manager (if known):
(Name, legal status, address, and other information)

To be determined

The Owner and Architect agree as follows.

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.

This document is intended to be used in conjunction with AIA Documents A201–2017[™], General Conditions of the Contract for Construction; 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; and A134–2019[™] 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 without a Guaranteed Maximum Price. AIA Document A201[™]–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

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

§ 1.1.1 The Owner's program for the Project:

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

The initial program was developed as part of the programming and master plan scope of work in 2017/2018. Upon execution of this agreement, program information will be reconfirmed and adjusted to meet the City's goals prior to proceeding into design and construction phases.

§ 1.1.2 The Project's physical characteristics:

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

To be determined

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

to be determined

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

.1 Design phase milestone dates, if any:

To be determined

Init.

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] 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.

[] AIA Document A134–2019, 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 without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

None identified at time of contract

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

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

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Travis Rothweiler or Les Kenworthy
The City of Twin Falls
c/o Twin Falls Fire Department
345 2nd Ave E.
Twin Falls, ID 83301

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

NA

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

- .1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)
- .2 Land Surveyor:
TBD
- .3 Geotechnical Engineer:
TBD
- .4 Civil Engineer:
TBD
- .5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Pivot North Architecture
Clint Sievers
1101 W Grove Street Suite 101
Boise, ID 83702
(208)690-3108
clint@pivotnorthdesign.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

- .1 Structural Engineer:

Init.

TBD

.2 Mechanical Engineer:

TBD

.3 Electrical Engineer:

TBD

§ 1.1.12.2 Consultants retained under Supplemental Services:

Associate Architect:
Rice Fergus Miller, Inc.
275 5th Street Suite 100
Bremerton, WA 98337

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than two-million dollars (\$ 2,000,000) for each occurrence and four-million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one-million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than one-million dollars (\$ 1,000,000) each accident, one-million dollars (\$ 1,000,000) each employee, and one-million dollar (\$ 1,000,000) policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two-million dollars (\$ 2,000,000) per claim and two-million dollars (\$ 2,000,000) in the aggregate.

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

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be

responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	NP
§ 4.1.1.4 Measured drawings	NP
§ 4.1.1.5 Existing facilities surveys	NP
§ 4.1.1.6 Site evaluation and planning	NP
§ 4.1.1.7 Building Information Model management responsibilities	NP
§ 4.1.1.8 Development of Building Information Models for post construction use	NP
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	NP
§ 4.1.1.13 Cost estimating	NP
§ 4.1.1.14 On-site project representation	NP
§ 4.1.1.15 Conformed documents for construction	NP
§ 4.1.1.16 As-designed record drawings	NP
§ 4.1.1.17 As-constructed record drawings	NP
§ 4.1.1.18 Post-occupancy evaluation	NP
§ 4.1.1.19 Facility support services	NP
§ 4.1.1.20 Tenant-related services	NP
§ 4.1.1.21 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.22 Telecommunications/data design	NP
§ 4.1.1.23 Security evaluation and planning	NP
§ 4.1.1.24 Commissioning	NP
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.26 Historic preservation	NP
§ 4.1.1.27 Furniture, furnishings, and equipment design	NP
§ 4.1.1.28 Other services provided by specialty Consultants	NP
§ 4.1.1.29 Other Supplemental Services	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.1 – The architect will assist in selection of the CM/GC

4.1.1.2 – The architect will work with the Owner to confirm the program for each project upon approval.

4.1.1.9 – As a supplemental service the architect will carry the civil engineering scope of work.

4.1.1.10 – As a supplemental service the architect will carry the landscape architect scope of work.

4.1.1.11 – As a supplemental service the architect will carry the interior design scope of work.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Monthly () visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner

selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

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

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

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

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend, unless there is proven negligence, which will be covered under the limits of insurance listed

above. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

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

(Paragraphs deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination and Reimbursable Expenses incurred.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Contract amount equivalent to work completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

to be negotiated but not to exceed the total design fees included in the agreement.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Nine (9) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

To be negotiated based on the specific project scope.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated, but not less than the architect's current hourly rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty-Five	percent (	25	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-Five	percent (	25	%)
Construction Phase	Twenty-Five	percent (	25	%)
Total Basic Compensation	one hundred	percent (	100	%)

*These percentages may be different for each project and will be included in executed amendments for each project.

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget

for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit A 2020 Hourly Billing Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

NA

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority

and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

1.5 % One and a half percent monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below, if completed, or the following:

(Insert the date of the E203-2013 incorporated into this agreement.)

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

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

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

☒ Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A – 2020 Hourly Billing Rates

.4 Other documents:

(List other documents, if any, forming part of the Agreement.)

Init.

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



OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Clint Sievers, Principal

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1165641335)



2021 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$170.00
Project Manager	\$145.00
Project Architect	\$135.00
Project Engineer	\$120.00
Senior Project Designer	\$135.00
Project Designer	\$115.00
BIM Manager	\$125.00
Interior Designer	\$105.00
Interior Designer 2	\$100.00
Architectural Intern III	\$110.00
Architectural Intern II	\$105.00
Architectural Intern I	\$100.00
Administrative	\$75.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile and consistent with current IRS rates)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum



Date: Monday, December 14, 2020
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to approve the RFQ for the CM/GC for the construction of fire station #2 and #3 and the fire training center.

Time Estimate:

10 minutes, plus any additional time needed to address questions presented by Council.

Background:

On November 30, the Twin Falls City Council agreed to pursue a funding strategy for the construction of fire stations #2 and #3 as well as a fire training center. Based upon the experience during the construction of City Hall and the Public Safety Complex, the City of Twin Falls has elected to utilize the CM/GC (Construction Manager/General Contractor) delivery/construction method.

The CM/GC process is designed to provide public entities the benefits of having expert construction management services available during the planning, design and construction phases of a project. In the more traditional process, Construction Manager services are selected by accepting the lowest, responsive bid.

The CM/GC process also allows a fixed price or guaranteed maximum price for construction of the project to be negotiated. It also allows the City to select a team based on quality and cost, not based solely on the lowest cost. This team is created at the beginning of the project. The design and construction professionals, as well as all other critical parties, are able to become fully engaged from initial planning to completion of the construction project. The team approach helps reduce field conflicts, the number of potential changes and claims, and streamlines project development, which results in lower costs to the owner. The CM/GC process also blends the expertise of the designer with the expertise of the contractors to better meet the owner's needs.

The process is outlined in Idaho Code and is straightforward. In accordance with 67-2320 of Idaho Code, a public entity starts the process by issuing a Request for Qualifications (RFQ) for construction management services. The CM/GC is selected based on knowledge, skills and qualifications, similar to the process we follow to hire an architect. After being selected, the CM/GC will have the responsibility of bidding all of the construction trades, i.e. plumbing, heating, mechanical, etc. This ensures the City is getting a competitive price and local firms have the opportunity to participate in the construction of the project. Due to the number of separate projects being constructed at once, this economy of scale will help keep costs low and materials consistent. It also allows is to ensure quality subcontractors are being used.

After the bidding of the construction trades has been completed, the City will review the bids and negotiate with the CM/GC for either a fixed price or a guaranteed maximum price for construction. This will allow us to ensure the budget stays intact and will reduce the number of change orders we can expect from the field.

Approval Process:

Simple majority vote (50% +1) of the City Council members present.

Budget Impact:

There is no budgetary impact of issuing an RFQ.

Regulatory Impact:

There are two regulations that guide this process:

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

CM/CG Process: Idaho Code Section 54-4511 describes how the construction manager/general contractor (CM/GC) service can be used by Idaho localities. This section states "A licensed construction manager and the firm of which he is a principal or full-time employee may be awarded a contract to act as both construction manager and general contractor provided the construction manager/general contractor has a valid public works contractor license as a general contractor pursuant to section 54-1902 of Idaho Code."

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that City Council approve the RFQ to select a CM/GC for the construction of fire stations #2 and #3 as well as the fire training facility.

Attachments:

1. Twin Falls Fire Station RFQ



REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC SERVICES)

Return Completed Qualifications To:

**City of Twin Falls
City Manager's Office
Mandi Thompson
203 Main Ave. East
Twin Falls, Idaho 83301**

**TO BE CONSIDERED, QUALIFICATIONS MUST BE RECEIVED IN THE CITY
MANAGER'S OFFICE BY 3:00 P.M. (MST), JANUARY 15, 2021.**

REQUEST FOR QUALIFICATIONS

The City of Twin Falls (“Owner”) is seeking responses from licensed Idaho Public Works Construction Managers (CMs) and licensed Idaho Public Works Contractors, in good standing, to provide their qualifications to perform certain construction manager services (CM Services) in accordance with Idaho Code 54-4511, as determined by the Owner. The Owner recently approved funding for a building program which includes the construction of Fire Station #2 and Fire Station #3, a fire training center, and Fire Station #1 Building Improvements as described in the “Project Information” listed below.

The Owner intends to construct the work using the Construction Manager\General Contractor (CM/GC) delivery process, but reserves the right to execute some or all of the work using a Construction Manager Representative (CMR) approach as well. Additionally, the Owner intends to select only one of the construction managers from those who respond to this RFQ. Responses should address the proposer’s specific qualifications for each of the particular projects described below.

The Owner’s “Qualification Based Selection” (QBS) is to comply with Idaho Code 67-2320. This procedure provides for an orderly process of: (1) Solicitation of professional qualifications, (2) Evaluation and ranking of qualifications, (3) Establishment of a ranked list of service providers, and (4) Negotiation of scope of services and fees.

A. PROJECT INFORMATION

The Owner is planning to construct the following work for which CM/GC Services are required. The work will be executed in phases as determined during programming and design:

1. New Fire Station #2 – The project provides for design and construction of a New Fire Station #2 located on Cheney Drive in Twin Falls. Currently there is not an existing building that occupies the project site; the site is newly developed land that has not been previously built on. The existing facility, located at 635 Falls Avenue, will be vacated. The new Fire Station #2 is slated to house the following: Fire, rescue, and EMS apparatus and equipment, living quarters, and personnel. A program will be established to determine detailed spaces to fit within the building. Final sustainable criteria will be determined during the programming and design phases of the project.
2. New Fire Station #3 – The project provides for design and construction of a New Fire Station #3 located near the intersection of Washington Street South and Orchard Drive. The original Fire Station #3 is located at 911 Washington South in Twin Falls. The proposed layout of the new fire station does not fit on the existing site and will be located on property in close proximity to the existing station. The New Fire Station #3 is slated to house the following: Fire, rescue, and EMS apparatus and equipment, living quarters, and personnel. A program will be established to determine detailed spaces to fit within the

building. Final sustainable criteria will be determined during the programming and design phases of the project.

3. New Twin Falls Fire Department Training Facility – The project provides for design and construction of phase 1A of a regional fire training facility located at 450 Victory Avenue in Twin Falls. This property is vacant land currently owned by the City of Twin Falls. Phase 1A of the training facility is slated to include the following: streets and infrastructure, indoor training facility, and a fixed tower structure. A program will be established to determine detailed spaces to fit within the building. Final sustainable criteria will be determined during the programming and design phases of the project.
4. Fire Station #1 Building Improvements – The project involves the remodel of the Twin Falls Fire Department Station #1 located at 345 2nd Avenue E. The remodel of the current Fire Station #1 is slated to include the following: Roof replacement, and facility updates. The exact extent and timing of the remodel work on Fire Station #1 will be determined during the programming and design phases of the project.

It is the intent of the Owner that the three main components of the Project Team will consist of the Owner, the Architect, and the CM/GC.

The Owner contact for the work is:

Mandi Thompson
Assistant to the City Manager
City of Twin Falls
203 Main Avenue E
Twin Falls, Idaho 83301
Phone: (208) 735-7287
mthompson@tfid.org

B. REQUIRED SERVICES (SCOPE OF WORK)

Throughout the project, the CM/GC shall provide the Owner with professional CM/GC services and represent the Owner's interests in completing the projects on time, within budget, and as planned with a minimum of difficulties. It is anticipated that AIA Document A133-2009 (the Form Contract) will form the basis of agreements for CM/GC Services to be entered into for the work; provided however, the City reserves the right to change, modify or amend the Form Contract in formulating the final contracts to be entered into by the Owner. CM/GC Services shall include, but are not limited to, pre-construction services through design of the work and construction services, either as CMR or CM\GC, through project completion as those services. For purposes of this RFQ, proposers should describe their qualifications to provide CM/GC Services as those services are generally described in the Form Contract.

C. RESPONSE, FORMAT, CONTENT, AND EVALUATION CRITERIA

Proposers should submit a proposal for all of the work as described in "Project Information" above. Responses must include the following information in this sequence. Respondents are invited to include innovative methods and/or procedures, which they can provide to assist in ensuring successful completion of the project. Unique qualities and/or capabilities and cost efficiencies may be identified. For each of the specific areas listed below, your responses should include a description of responders' qualification to service as either a CMR or as a CM\GC.

Written Requirements for Responses to Request for Qualifications	Possible Points For Each Section of Proposal
1. Cover Letter (<i>one page maximum</i>)	0
2. Complete the "CM/GC INFORMATION" as provided on Part G	5
3. COMPANY PROFILE. Describe your firm's history, size, resources, philosophy of service, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience and/or techniques can be an advantage to the Owner in completing the projects. <i>3 page maximum</i>	10

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4. PROJECT APPROACH. Describe your approach to Providing CM Services described in the Form Contract. A) Preconstruction Services, B) Construction Services as either CM/R or CM/GC. Discuss how you would provide leadership to facilitate teamwork and communications among all parties involved in the project covered by your response. Identify personnel to whom construction management responsibility will be assigned by names, titles, roles, qualifications, experience, and resumes. Provide an organizational chart clearly illustrating proposed staffing. Local knowledge is preferred. 3 page maximum	25
5. TOTAL PROJECT BUDGET CONTROL. Submit detailed description of how your firm provides and periodically updates construction cost estimates and participation in Value Management during project design, and successfully tracks and reports construction costs, including line item costs for each bid package, fee, permits, reimbursable costs, CM/GC fees, and all other project costs. 3 page maximum	15
6. SCHEDULING. Describe the primary scheduling techniques you use and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 3 page maximum	15
7. HOME OFFICE SUPPORT. Describe your home office support staff by name, position, and provide a flow chart of how pay requests will be received, approved, and prepared for payment. 2 page maximum	5
8. PAST PERFORMANCE. Name three (3) recent and relevant projects of similar size and scope to that of the Owner's projects for which you will propose on that you completed demonstrating your firm's ability to manage and complete projects within budget and on schedule. Include a current letter of reference from the owner of <u>each</u> project. 5 page maximum	25

D. RESPONSE SUBMISSION PROCEDURES

1. Written responses to the RFQ will be accepted at The City of Twin Falls City Manager's Office, 203 Main Ave. East, Twin Falls, Idaho 83301 until 3:00 P.M. (MST), **January 15, 2021**.
2. Submittals shall include one (1) original and seven (7) hard copies of the proposal. The original must be marked "original" and be dated and signed by a duly authorized partner or corporate officer. Also include an electronic copy in the form of PDF on either CD or USB drive. Proposals must be sealed in an opaque package and clearly marked:
CM/GC Proposal
3. Responses shall include a copy of each submitter's current Construction Manager and Public Works Contractor Licenses and Certificate of Authority from the Idaho Secretary of State demonstrating that the submitter entity has a current construction manager license, is lawfully in existence and is in good standing in the state of Idaho.
4. All questions regarding this RFQ must be directed to Mandi Thompson, 203 Main Avenue East, Twin Falls, Idaho 83301, Phone (208) 735-7237, Email: mthompson@tfid.org. The Owner may elect to forward some questions to their architect, Pivot North Architecture, but all questions must be in writing in email format by **January 15, 2021** and directed to Ms. Thompson. Submitting firms are requested **NOT** to contact the project architect, other City employees, or elected officials.

E. SELECTION TIMELINE AND PROCEDURES

1. The RFQ schedule is as follows:

RFQ advertisements:	December 15 and 21
RFQ available:	December 15
RFQ proposals due:	January 15
Evaluation committee ranking:	January 18-22
Interview notification:	January 25
Evaluation committee interview and selection:	Week of Feb. 1
Recommendation to City Council:	February 8
2. The representatives of the Owner will evaluate all responses.
3. The Project Architect will be present in an advisory non-voting capacity at all interviews.

4. Proposals will be ranked on qualifications and interviews conducted at the sole discretion of the Owner.
5. All persons or entities who submit responses to this Request for Qualifications will be notified when the Owner has chosen to hire a CM/GC for the project, or has determined to submit a new Request for Qualifications.

F. PROPOSAL GUIDELINES

1. The Owner will not be liable for any costs incurred in the preparation and production of a proposal or any work performed prior to the execution of a contract for Construction Manager Services.
2. All responses and other materials submitted will become the property of the Owner.
3. All information contained in the RFQ and acceptable provisions of the selected firm's response may be made a part of the contract for CM/GC Services.
4. Upon the City's request, a respondent may be asked to submit additional information to supplement their response.
5. The City reserves the rights to:
 - Waive any informalities or irregularities and reject any or all responses received as a result of this RFQ;
 - Negotiate the scope of services, contract terms and compensation for CM/GC Services to be provided;
 - Conduct investigations required to determine the respondent's performance record and ability to perform the work specified as part of the RFQ.

G. CONSTRUCTION MANAGER INFORMATION

1. Contact information for your firm's main office as follows:

Firm Name: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

2. Name, title, address, telephone, and fax number of the firm's officer responsible to the Owner for all work to be provided under this RFQ:

Name/Title: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

3. Please check the appropriate box to identify the legal status of the entity making this proposal.

☐ Corporation ☐ Partnership ☐ Limited Liability ☐ Other (explain)

Please provide the following license information:

Idaho Public Works Construction Management License #: _____, held by
_____ (name of licensed CM who will be responsible).

Idaho Public Works Contractor License #: _____

4. Contact information of the office where your project team will be located and from which the work for this assignment will be conducted, if different than "1." above.

Firm Name: _____

Mailing Address: _____

(City, State, Zip)

Physical Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

5. Provide a letter from Surety for the work you propose on.

6. State the contact information for your current insurance company(s) that provides coverage for your firm in the areas of liability, builder's risk and workers' compensation.

Company Name: _____

Agent Name: _____

Address: _____

(City, State, Zip)

Telephone: _____ Fax: _____

E-mail Address: _____

If you answer yes to any of the following questions, provide complete explanation on a separate sheet.

- a. Has any one of your current or former sureties or bonding companies ever been required to perform under or canceled a bid bond, labor or material payment or a performance bond issued on your firm's behalf?
☐ Yes ☐ No
- b. Has your firm ever been denied coverage or had coverage terminated or cancelled by any insurer during the past five (5) years? (If so, please state the company, date, reason and specific details.)
☐ Yes ☐ No
- c. Within the past five (5) years has your current firm or any predecessor organization been involved as a party or filed a claim in any bankruptcy, litigation, mediation or arbitration proceedings?
☐ Yes ☐ No

7. Name, title and signature of your firm's officer who was responsible for the preparation and hereby verifies the accuracy of your proposal.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



Date: Monday, December 14, 2020
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

Request:

ACTION ITEM: Public hearing on a fee increase for the 1 ½ inch meter fee and golf punch passes in addition to new fees being proposed for Aerial Reproduction images.

Time Estimate:

The estimated amount of time for this hearing is 10 minutes, with additional time for Council questions and public input.

Background:

Utility Billing Meter Fee

The meter fee is for the meters and endpoints for our water metering system. The current meter fee is \$612.86 and will be increased 9.3% to \$670.08. Increased revenue is necessary to offset the rising cost of the meters.

Parks and Recreation Golf Fee

The current fee for a senior couple golf punch pass is \$700 and will be increased 9.2% to \$765. The increased revenue from the golf punch pass fee is necessary to cover operating costs at the Twin Falls Municipal Golf Course.

Information Technology Aerial Reproduction Fees

The City of Twin Falls recently had an aerial created from a flyover performed by an outside contractor. The original product from the contractor is in separate photos which are called tiles. The proposed new fees are to recoup labor and original costs. Should an outside entity want to purchase a photo for a particular area, they would have to purchase the entire tile including the area in question. We would not “clip” out the portion in question, because of the manpower required to do so. For 1-99 tiles the price per tile is \$36.00 plus processing fees. If over 100 tiles are requested, the entire aerial would be provided for \$3,640.00. Both partial and complete sets of tiles will have a processing fee of \$18.00.

Approval Process:

The City Council must hold a public hearing on the proposed new and increased fees because the amounts to be charged are more than 105% of the last fees collected. After taking public input and comment, the Council will need to vote on the proposal. It will take a simple majority vote of the council to pass the fees, which will then be included in the City-wide master fee schedule.

Budget Impact:

The intent is to pass along the appropriate costs to the customers who are making the requests for service. We would stop using operating funds that are paid for by all citizens to cover specific customer requests.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

Staff recommends the Council adopt the proposed fees in the City-wide master fee schedule with an effective date of December 14, 2020.

Attachments

City-wide master fee schedule Resolution 2020-020 – adjusted for new fees – December 14, 2020.

RESOLUTION NO. 2020-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING A CITY-WIDE MASTER RESOLUTION SCHEDULE TO INCORPORATE ALL CURRENT, INCREASED AND NEW FEES.

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

SECTION 1. MASTER CITY-WIDE FEE SCHEDULE: Attached and incorporated herein as Schedule 1 and Footnotes 1.

SECTION 2. EFFECTIVE DATE: This resolution shall be effective as of the date signed below.

SECTION 3. REPEAL OF PRIOR RESOLUTIONS: All prior resolutions establishing fees or portions thereof, inconsistent with the provisions of this resolution are hereby repealed.

PASSED BY THE CITY COUNCIL,
SIGNED BY THE MAYOR,

December 14, 2020
December 15, 2020

Mayor

ATTEST:

Deputy City Clerk

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MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Airport	Private hangar land lease	\$ 0.145	Per sq. ft., annual/ with CPI escalation adjust
Airport	FBO land lease	\$ 0.163	Per sq. ft., annual/ with CPI escalation adjust
Airport	Commercial land lease	\$ 0.163	Per sq. ft., annual/ with CPI escalation adjust
Airport	Landing Fee (FAA 121, 135, or any acft over 12,500 l	\$ 1.470	Each, per thousand lbs. MGLW, \$11.66 min
Airport	Airline terminal rates	\$ 15.230	Per sq. ft., annual/ with CPI escalation adjust
Airport	Restaurant	\$ 653.160	Monthly with annual CPI escalation adjust
Airport	Car rental rates	10%	Monthly % gross revenue, \$25,000 MAG
Airport	Non-tenant car rental permit	\$ 150.000	Annual
Airport	ARFF (over 9 seats)	\$ 75.050	Per hour, \$75.05 minimum
Airport	Fuel flowage	\$ 0.080	Per gallon, monthly
Airport	Security charge	\$ 20.000	Each, per hour of service
Airport	Tie downs to FBO's, STD Size	\$ 6.000	Monthly
Airport	Tie downs to FBO's, Over-Sized	\$ 7.000	Monthly
Airport	Interest on past due	12%	Per annum, monthly
Airport	Parking violation, paid within 3 days	\$ 35.000	
Airport	Parking violation, paid outside of 3 days	\$ 50.000	
Airport	Parking violation, collection	\$ 25.000	
Building	Building permit fee \$1-\$500	\$ 22.000	Per application
Building	Building permit fee \$501-\$2,000	\$ 22.000	For the first \$500+\$2.75 for each add'l \$100
Building	Building permit fee \$2,001-\$50,000	\$ 63.000	For the first \$2k+\$12.50 for each add'l \$1k
Building	Building permit fee \$50,001 to \$100,000	\$ 352.000	For the first \$25k+\$9 for each add'l \$1k
Building	Building permit fee \$100,000 to \$500,000	\$ 895.000	For the first \$100k+\$5 for each add'l \$1k
Building	Building permit fee \$500,000 to \$1,000,000	\$ 2,855.000	For the first \$500k+\$4.25 for each add'l \$1k
Building	Building permit fee \$1,000,001 and up	\$ 4,955.000	For the first \$1M+\$2.75 for each add'l \$1k
Building	Commercial		65% of the building permit fee
Building	Residential		30% of the building permit fee
Building	Residential demolition	\$ 22.000	
Building	Commercial demolition	\$ 42.000	
Building	Moving	\$ 42.000	
Building	Swimming pool	\$ 50.000	
Building	Roofing/re-roofing	\$ 50.000	
Building	Re-inspection	\$ 50.000	
Building	Inspections for which no fee is specified	\$ 42.000	Min 1/2 hour

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MASTER CITY-WIDE FEE SCHEDULE

Building	Inspection outside of business hours	\$	42.000	Min 2 hours
Building	Stamping duplicate plan set	\$	22.000	
Building	Additional plan review required by changes	\$	50.000	
Building	Temporary certificate of occupancy, potential refund	\$	1,000.000	
Building	Use of outside consultant			Administrative and overhead costs
Building	Residential (1 and 2 family dwellings) 0-2,500	\$	120.000	Per sq. ft. of finished and unfinished, excl. garages and covered patios
Building	Residential (1 and 2 family dwellings) 2,501-4,000	\$	155.000	Per sq. ft. of finished and unfinished, excl. garages and covered patios
Building	Residential (1 and 2 family dwellings) 4,001+	\$	200.000	Per sq. ft. of finished and unfinished, excl. garages and covered patios
Building	Other	\$	50.000	Per sq. ft. of finished and unfinished, excl. garages and covered patios
Building	Commercial \$10,000 or less	\$	60.000	Plus \$.02 x job value
Building	Commercial \$10,000-\$100,000	\$	260.000	Plus \$.01 x job value
Building	Commercial \$100,001+	\$	1,160.000	Plus \$.005 x job value
Building	Requested inspections	\$	42.000	Per hour, 1/2 hour min
Building	Re-inspection	\$	50.000	
Building	Plan check fee	\$	42.000	Per hour, 1/2 hour min
Building	Small work permit (<\$500)	\$	10.000	
Building	First violation	\$	100.000	Greater of this or double the required permit fee
Building	Second violation	\$	250.000	Greater of this or double the required permit fee
Building	Third violation	\$	500.000	Greater of this or double the required permit fee
Building	Fourth and subsequent	\$	1,000.000	Greater of this or double the required permit fee
Building	Electrical permit renewal	\$	40.000	
Code Enforcement	Parking tickets	\$	35.000	
Code Enforcement	Parking tickets if not paid within 3 days	\$	50.000	
Code Enforcement	Fines not paid within 45 days	\$	25.000	In addition to parking ticket of \$35 and \$75
Code Enforcement	Weed/rubbish violations first violation	\$	100.000	
Code Enforcement	Weed/rubbish violations second violation	\$	200.000	
Code Enforcement	Weed/rubbish violations third and subsequent violations	\$	300.000	
Code Enforcement	Watering violations through stage 2 first violation	\$	40.000	
Code Enforcement	Watering violations through stage 2 second violation	\$	80.000	

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MASTER CITY-WIDE FEE SCHEDULE

Code Enforcement	Watering violations through stage 2, third and subsequent violations	\$	120.000	
Code Enforcement	Watering violations through stage 3 first violation	\$	80.000	
Code Enforcement	Watering violations through stage 3 second violation	\$	160.000	
Code Enforcement	Watering violations through stage 3 third and subsequent violations	\$	240.000	
Code Enforcement	Animal permits small animal	\$	2.000	
Code Enforcement	Animal permits large animal	\$	5.000	
Code Enforcement	Duplicate dog tags	\$	1.000	
Code Enforcement	Kennel fees	\$	100.000	Annual
Code Enforcement	Vehicles, equipment, prohibited on property 1st violation	\$	100.000	
Code Enforcement	Vehicles, equipment, prohibited on property 2nd violation	\$	200.000	
Code Enforcement	Vehicles, equipment, prohibited on property 3rd and subsequent violations	\$	300.000	
Engineering	Right-of-way permits	\$	50.000	
Engineering	Right-of-way permits, outside of time frame	\$	15.000	Per day
Engineering	Improvement reimbursement application	\$	200.000	
Engineering	Improvement reimbursement per lot	\$	10.000	
Engineering	Improvement reimbursement per lot, > than 200			Cost
Engineering	Construction preliminary plat review	\$	50.000	
Engineering	Construction preliminary plat review	\$	10.000	Per lot
Engineering	Construction final plat review	\$	50.000	
Engineering	Construction final plat review	\$	10.000	Per lot
Engineering	Construction paving plan review	\$	75.000	
Engineering	Construction paving plan review	\$	10.000	Per lot/tract
Engineering	Construction paving plan 3rd review	\$	5.000	Per lot/tract
Engineering	Construction water plan review	\$	50.000	
Engineering	Construction water plan review	\$	7.000	Per lot/tract
Engineering	Construction water plan 3rd review	\$	7.000	Per lot/tract
Engineering	Construction sanitary plan review	\$	50.000	
Engineering	Construction sanitary plan review	\$	7.000	Per lot/tract
Engineering	Construction sanitary plan 3rd review	\$	7.000	Per lot/tract
Engineering	Construction commercial condo and shopping center		65.00%	Of building permit plan check fee

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MASTER CITY-WIDE FEE SCHEDULE

Engineering	Construction inspection fee	\$	500.000	
Engineering	Construction inspection fee	\$	25.000	Per lot/tract
Fire	Firework displays	\$	125.000	
Fire	Dangerous firework permits	\$	125.000	
Fire	Safe & sane firework application	\$	25.000	
Fire	Inspection of temporary firework stand	\$	25.000	
Fire	Temporary fireworks storage	\$	100.000	
Fire	Daycare inspections	\$	25.000	
Fire	Fuel storage new installation	\$	120.000	Inspections for above ground storage tanks
Fire	Fuel storage new installation above ground, under 1,100 gallons	\$	50.000	
Fire	Fuel storage alter, modify, repair existing tank	\$	50.000	
Fire	Fuel storage remove, abandon, place out of service	\$	25.000	
Fire	Blasting agents	\$	25.000	
Fire	Blasting explosives	\$	25.000	
Fire	Blasting bulk storage permit	\$	100.000	
Fire	Tent structure	\$	50.000	Over 400 sq. ft. or for an awning
Fire	Fire inspection reporting fee	\$	30.000	Life safety systems, 3rd party reporting
Fire	Fire inspection reporting fee outbuildings and residential 4,500+	\$	300.000	Plus \$50 for each add'l 1k sq. ft., max \$500
Fire	Fire inspection reporting fee commercial			Multi-family dwellings (3 or more), businesses, industrial, manufacturing, and similar
Fire	Fire inspection reporting fee no fire sprinkler system	\$	150.000	Or .003 x project value (whichever is greater), max \$1,500
General	Alcohol permit	\$	20.000	Per day
General	Airport violations	\$	300.000	
General	Auctioneer's license	\$	25.000	Annual
General	Beer license	\$	200.000	Draught beer and bottled or canned beer annual
General	Bench permit	\$	50.000	
General	Burglar alarm systems 3rd false alarm	\$	25.000	
General	Burglar alarm systems 4th false alarm	\$	50.000	
General	Burglar alarm systems 5th false alarm	\$	75.000	
General	Burglar alarm systems 6 and more	\$	100.000	
General	Card room license fee	\$	10.000	Each table

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MASTER CITY-WIDE FEE SCHEDULE

General	Commercial vending license fee	\$	100.000	Annual
General	Cost of disk	\$	10.000	
General	Copies per page	\$	0.200	Per page over 100
General	Cutting a curb permit	\$	10.000	
General	Going out of business license	\$	25.000	
General	Jewelry auction sale permit	\$	25.000	
General	Parade application	\$	25.000	
General	Proposed wine application	\$	50.000	Investigation and expense
General	Proposed wine application transfer	\$	50.000	Investigation and expense
General	Solicitor's fee	\$	25.000	Three months
General	Solicitor's bond	\$	500.000	
General	Sound truck license	\$	5.000	Per month
General	Sound truck license	\$	20.000	Annual
General	Stopping, standing, parking violation, paid in 3 days	\$	35.000	
General	Stopping, standing, parking violation, paid > 3 days	\$	50.000	
General	Termination of beer license, consumed off premise		25%	Bottle or canned beer only, % of license fee
General	Termination of beer license, consumed on premise		75%	Bottle or canned beer only, % of license fee
General	Towing and storing (initial day)	\$	4.000	Per day
General	Towing and storing (subsequent days)	\$	1.000	Per day
General	Traffic violation	\$	100.000	
General	Tree service license	\$	25.000	
General	Wine license	\$	200.000	Per retail license and each wine by the drink, annual
Golf	Adult single	\$	565.000	
Golf	Adult couple	\$	840.000	
Golf	Senior single	\$	490.000	
Golf	Senior couple	\$	765.000	
Golf	Each additional child	\$	70.000	
Golf	Corporate up to 50 employees	\$	5,000.000	Plus \$100 for each add'l employee
Golf	Corporate up to 50 employees including spouses	\$	7,500.000	Plus \$150 for each add'l employee
Golf	College	\$	315.000	
Golf	Junior	\$	160.000	
Golf	Non-Resident	\$	33.500	
Golf	Cart fees stored cart	\$	265.000	
Golf	Cart fees haul on cart	\$	185.000	

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MASTER CITY-WIDE FEE SCHEDULE

Golf	Cart fees locker	\$	40.000	
Golf	Punch card - 10 rounds 9 holes	\$	120.000	
Golf	Punch card - 10 rounds 18 holes	\$	150.000	
Golf	Adult/senior 9 holes	\$	16.000	
Golf	Adult/senior 18 holes	\$	24.000	
Golf	Junior	\$	10.000	
Golf	Specials twilight/rainy/windy	\$	16.000	
Golf	Specials winter (nov-jan)	\$	10.000	
Impact Fee	Impact fee - fire residential	\$	694.000	Per dwelling unit. See Impact Fee Footnote 1
Impact Fee	Impact fee - fire non-residential	\$	0.350	Per sq. ft. See Impact Fee Footnote 1
Impact Fee	Impact fee - police residential	\$	312.000	Per dwelling unit. See Impact Fee Footnote 1
Impact Fee	Impact fee - police non-residential	\$	0.160	Per sq. ft. See Impact Fee Footnote 1
Impact Fee	Impact fee - parks residential	\$	644.000	Per dwelling unit. See Impact Fee Footnote 1
Impact Fee	Impact fee - street single-family	\$	550.000	Per dwelling unit. See Impact Fee Footnote 1
Impact Fee	Impact fee - street multi-family	\$	361.000	Per dwelling unit. See Impact Fee Footnote 1
Impact Fee	Impact fee - street retail	\$	2.630	Per sq. ft. See Impact Fee Footnote 1
Impact Fee	Impact fee - street office	\$	0.810	Per sq. ft. See Impact Fee Footnote 1
Impact Fee	Impact fee - street industrial	\$	0.580	Per sq. ft. See Impact Fee Footnote 1
Impact Fee	Impact fee - street institutional	\$	0.160	Per sq. ft. See Impact Fee Footnote 1
IT	Aerial reproduction processing fee	\$	18.000	See IT Footnote 2-4
IT	Aerial reproduction fee (1-99 .tif)	\$	36.000	See IT Footnote 2-4
IT	Aerial reproduction fee (>100 .tif)	\$	3,640.000	See IT Footnote 2-4
Parks	Band shell rental (initial day)	\$	75.000	Per day
Parks	Band shell rental (subsequent days)	\$	40.000	Per day
Parks	City Park rental (full day)	\$	600.000	Per day
Parks	City Park rental (half day)	\$	300.000	Per half day
Parks	Electrical outlets - all	\$	50.000	Per day
Parks	Electrical outlet - one	\$	5.000	Per day, per outlet
Parks	Field preparation	\$	25.000	Per field
Parks	Motorized vehicles other than buses	\$	5.000	Per day
Parks	Motorized vehicles buses	\$	20.000	Per day
Parks	Motorized vehicles season pass	\$	25.000	Per vehicle
Parks	Motorized vehicles coupon book	\$	30.000	20 coupons
Parks	Neighborhood park rental (half day)	\$	125.000	Per half day

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MASTER CITY-WIDE FEE SCHEDULE

Parks	Neighborhood park rental (full day)	\$	250.000	Per day
Parks	PA system rental	\$	15.000	Per day
Parks	Shelter rental	\$	25.000	5 hours
Parks	Softball/baseball tournaments (half day)	\$	25.000	Per half day
Parks	Softball/baseball tournaments (full day)	\$	50.000	Per day
Parks	Table rental	\$	10.000	5 hours
Parks	Tennis court rental	\$	2.000	Per hour, per court
Parks	Trash removal (over 500 people, over 3 hours)	\$	20.000	Per hour for one employee
Parks	Trash removal (over 750 people, over 3 hours)	\$	40.000	Per hour for two employees
Planning & Zoning Annexation		\$	200.000	
Planning & Zoning Appeal or Readvertisement at applicant's request		\$	50.000	
Planning & Zoning Comprehensive Plan Amendment		\$	150.000	
Planning & Zoning Investigation fee				Cost of investigation + cost of permit required
Planning & Zoning Non-Conforming Building Expansion permit		\$	50.000	
Planning & Zoning Publication costs				Publication costs
Planning & Zoning Rezone with PUD/ZDA		\$	215.000	
Planning & Zoning Rezone without PUD/ZDA		\$	180.000	
Planning & Zoning Sign - Impound Recovery Fee		\$	25.000	
Planning & Zoning Sign - Permanent with inspection		\$	100.000	
Planning & Zoning Sign - Permanent without inspection		\$	50.000	
Planning & Zoning Sign - Temporary		\$	25.000	Per Sign; Per Instance
Planning & Zoning Sign - Temporary: for non-profit & non-commercial		\$	-	
Planning & Zoning Special Use Permit		\$	50.000	
Planning & Zoning Vacation		\$	250.000	
Planning & Zoning Variance		\$	110.000	
Planning & Zoning Zoning Title Amendment		\$	200.000	
Police	Fingerprinting services	\$	10.000	For 2
Police	Pawnshops, brokers, secondhand dealers license	\$	500.000	Annual
Police	Pawnshops, brokers, secondhand dealers license	\$	250.000	Semi-annual
Police	Pawnshops, brokers, secondhand dealers license	\$	50.000	Dealers that purchase < 10 goods per month
Police	Pawnshops, brokers, secondhand dealers violation	\$	300.000	
Police	Pawnshops employee (new/renew)	\$	33.250	
Police	Pawnshops employee fingerprint	\$	10.000	
Police	Private security service license employee (new)	\$	50.000	

R-2020-020**MASTER CITY-WIDE FEE SCHEDULE**

Police	Private security service license employee application	\$	25.000
Police	Private security service license employee prints	\$	33.250
Police	Private security service license employee renewal	\$	15.000
Police	Private security service license business (new)	\$	50.000
Police	Private security service license business renewal	\$	15.000
Police	Private security service license employee 3rd year	\$	50.000
Police	Private security service license employee 3rd year license	\$	15.000
Police	Private security service license employee 3rd year prints	\$	33.250
Police	Public Records Requests Labor Charge		Labor cost when over 2 hours
Police	Special Event Permit	\$	25.000
Police	Transient vendor FBI fingerprint license	\$	43.250
Pool	30 day passes family TF	\$	62.000
Pool	30 day passes family non TF	\$	67.000
Pool	30 day passes single TF	\$	42.000
Pool	30 day passes single non TF	\$	47.000
Pool	30 day passes 60 & older (TF)	\$	39.000
Pool	30 day passes 60 & older (non TF)	\$	44.000
Pool	300 Mile swim club pass holder	\$	10.000
Pool	300 Mile swim club non-pass holder	\$	20.000
Pool	Annual passes single TF	\$	270.000
Pool	Annual passes single non TF	\$	270.000
Pool	Annual passes family TF	\$	470.000
Pool	Annual passes family non TF	\$	520.000
Pool	Annual passes 60 & older (TF)	\$	240.000
Pool	Annual passes 60 & older (non TF)	\$	290.000
Pool	Birthday party	\$	75.000
Pool	CSI Rec Center - month only family TF	\$	35.000
Pool	CSI Rec Center - month only family non TF	\$	39.000
Pool	CSI Rec Center - month only single TF	\$	20.000
Pool	CSI Rec Center - month only single non TF	\$	24.000
Pool	CSI Rec Center - month only 60 & older (TF)	\$	18.000

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MASTER CITY-WIDE FEE SCHEDULE

Pool	CSI Rec Center - month only 60 & older (non TF)	\$	22.000	
Pool	Daily admissions 2 years & under (with paying adult)	\$	-	
Pool	Daily admissions 3-11 years	\$	3.000	
Pool	Daily admissions 12-17 years	\$	4.000	
Pool	Daily admissions 18-59 years	\$	5.000	
Pool	Daily admissions 60 years & older	\$	4.000	
Pool	Hurricanes year around pass holder	\$	45.000	
Pool	Hurricanes year around non-pass holder	\$	65.000	
Pool	Hurricanes summer pass holder	\$	85.000	
Pool	Hurricanes summer non-pass holder	\$	115.000	
Pool	Kayak day	\$	10.000	
Pool	Lane rental	\$	25.000	
Pool	Lifeguard class pass holder	\$	150.000	
Pool	Lifeguard class non-pass holder	\$	200.000	
Pool	Lifeguard class with waterfront pass holder	\$	200.000	
Pool	Lifeguard class with waterfront non-pass holder	\$	250.000	
Pool	Lifeguard class Recertification pass holder	\$	75.000	
Pool	Lifeguard class Recertification non-pass holder	\$	100.000	
Pool	Lifeguard instructor pass holder	\$	200.000	
Pool	Lifeguard instructor non-pass holder	\$	250.000	
Pool	Monthly passes single TF	\$	27.000	
Pool	Monthly passes single non TF	\$	32.000	
Pool	Monthly passes family TF	\$	47.000	
Pool	Monthly passes family non TF	\$	52.000	
Pool	Monthly passes 60 & older (TF)	\$	24.000	
Pool	Monthly passes 60 & older (non TF)	\$	29.000	
Pool	Pool rentals (per hour) 1-100 people	\$	125.000	
Pool	Pool rentals (per hour) 101-300 people	\$	20.000	Each add'l 25
Pool	Pool rentals (per hour) 301-500 people	\$	10.000	Each add'l 25
Pool	Private swim lessons pass holder	\$	70.000	
Pool	Private swim lessons non-pass holder	\$	90.000	
Pool	Punch passes 3-11 years	\$	45.000	
Pool	Punch passes 12-17 years	\$	60.000	
Pool	Punch passes 18-59 years	\$	75.000	

R-2020-020

MASTER CITY-WIDE FEE SCHEDULE

Pool	Punch passes 60 years & older	\$	60.000	
Pool	Summer passes family TF	\$	140.000	
Pool	Summer passes family non TF	\$	155.000	
Pool	Summer passes 60 & older (TF)	\$	80.000	
Pool	Summer passes 60 & older (non TF)	\$	95.000	
Pool	Summer passes high school (non TF)	\$	95.000	
Pool	Swim meet rental winter	\$	650.000	
Pool	Swim meet rental summer	\$	1,000.000	
Pool	Water aerobic pass holder	\$	25.000	
Pool	Water aerobic non-pass holder	\$	45.000	
Pool	Water babies pass holder	\$	15.000	
Pool	Water babies non-pass holder	\$	25.000	
Pool	Water safety instructor pass holder	\$	150.000	
Pool	Water safety instructor non-pass holder	\$	200.000	
Pool	Youth aquatic pass holder	\$	25.000	
Pool	Youth aquatic non-pass holder	\$	35.000	
Recreation	Adult league night use (6pm-11pm)	\$	84.800	
Recreation	Adult league daytime (max 5 hours)	\$	63.300	
Recreation	Youth sports in city	\$	28.620	
Recreation	Youth sports out city	\$	49.820	
Recreation	Tournament fees full day (> 6 hours)	\$	53.000	
Recreation	Tournament fees half day (< 6 hours)	\$	26.500	
Recreation	Tournament fees field preparation	\$	37.100	
Recreation	Tournament fees hour cost of crew	\$	31.800	
Recreation	Youth fees for league (non-city) day (max 5 hours)	\$	42.400	
Recreation	Youth fees for league (non-city) night (5pm-11pm)	\$	53.000	
Recreation	Youth fees for league (non-city) Cal Ripken partner	\$	31.800	
Utility Billing	Fill station	\$	11.730	\$150.00 key deposit; then regular usage rates
Utility Billing	Fees for hydrant meters	\$	100.000	
Utility Billing	Wastewater connection application general permit	\$	15.000	Processing the application
Utility Billing	Wastewater connection application industrial			Established by the City Council
Utility Billing	Wastewater connection application municipal permit			Established by the City Council
Utility Billing	Sewer service connection inspection fee	\$	90.000	Inspection of sewer service connection to main line
Utility Billing	Wastewater capacity fees			Connection to the WWTS

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MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Single family	\$	512.540	
Utility Billing	Duplexes	\$	408.470	Per dwelling unit
Utility Billing	Mobile home	\$	303.270	Per dwelling unit
Utility Billing	Apartments	\$	408.470	Per dwelling unit
Utility Billing	Commercial, institution, and industrial capacity fee			Based on annual flows and strengths
Utility Billing	Flow	\$	3.411	Per 1,000 gallons
Utility Billing	Biological Oxygen Demand (BOD)	\$	1.356	Per pound
Utility Billing	Total Suspended Solids (TSS)	\$	1.376	Per pound
Utility Billing	Wastewater user charges group 1 - residential - single family			Use of wastewater collection and treatment system
Utility Billing	Wastewater user charges monthly	\$	22.872	Use of wastewater collection and treatment system
Utility Billing	Usage	\$	0.601	Per thousand gallons of metered water usage for the first 12,000 gallons used each month
Utility Billing	Group 1 - residential - multi-family including duplexes, apartments, and mobile home parks			Use of the wastewater collection and treatment system
Utility Billing	Group 1 monthly	\$	18.542	Per dwelling unit
Utility Billing	Group 1 capital construction fee	\$	2.235	Per month
Utility Billing	Group II - Commercial - office buildings, hotels/motels (without restaurants), retail & wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations			Use of the wastewater collection and treatment system
Utility Billing	Group II monthly	\$	22.872	
Utility Billing	Group II usage	\$	1.477	Per 1,000 gallons
Utility Billing	Group III - Commercial - hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries			Use of the wastewater collection and treatment system
Utility Billing	Group III monthly	\$	22.872	
Utility Billing	Group III usage	\$	3.248	Per 1,000 gallons
Utility Billing	Group IV - Institutional - churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges with the exception of elementary and other public schools			Use of the wastewater collection and treatment system
Utility Billing	Group IV churches, hospitals, convalescent hospitals			

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MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Group IV churches monthly	\$	22.872	
Utility Billing	Group IV usage	\$	1.513	Per 1,000 gallons
Utility Billing	Group IV elementary schools	\$	0.360	Per pupil, but not < \$22.872 per month
Utility Billing	Group IV other schools	\$	0.654	Per pupil, but not < \$22.872 per month
Utility Billing	Wastewater flow measuring device			User's expense for separate meter
Utility Billing	Group V - industrial - all large volume and industrial process waste dischargers			Use of the wastewater collection and treatment system
Utility Billing	Group V monthly	\$	22.872	
Utility Billing	Group V usage (flow)	\$	0.601	Per 1,000 gallons
Utility Billing	Group V Biological Oxygen Demand (BOD)	\$	0.266	Per pound
Utility Billing	Group V Total Suspended Solids (TSS)	\$	0.261	Per pound
Utility Billing	Group VI - City of Kimberly			Use of wastewater collection and treatment system
Utility Billing	Group VI monthly	\$	22.872	
Utility Billing	Group VI usage	\$	0.601	Per 1,000 gallons
Utility Billing	Group VI Biological Oxygen Demand (BOD)	\$	0.266	Per pound
Utility Billing	Group VI Total Suspended Solids (TSS)	\$	0.261	Per pound
Utility Billing	Group VI capital recovery charge	\$	1,040.279	Per month
Utility Billing	Permit tap fee			Connections to dry lines platted after April 7, 2014
Utility Billing	Permit tap fee 1 inch	\$	55.350	
Utility Billing	Permit tap fee 1 1/2 inch	\$	55.350	
Utility Billing	Permit tap fee 2 inch	\$	55.350	
Utility Billing	Permit tap fee > 2 inch			Determined by City Engineer
Utility Billing	Main line 1 inch tap and corporation stop	\$	150.000	Connections to live water mains
Utility Billing	Main line 1 1/2 inch tap and corporation stop	\$	150.000	Connections to live water mains
Utility Billing	Main line 2 inch tap and corporation stop	\$	150.000	Connections to live water mains
Utility Billing	Main line 4 inch	\$	1,233.990	Connections to live water mains
Utility Billing	Main line 6 inch	\$	1,395.700	Connections to live water mains
Utility Billing	Main line 8 inch	\$	1,863.470	Connections to live water mains
Utility Billing	Main line 10 inch	\$	2,635.120	Connections to live water mains
Utility Billing	Main line 12 inch	\$	4,069.890	Connections to live water mains
Utility Billing	Service line installation fee			Connections to live water mains and intended for the single dwelling home owner, not for developers of multiple lot subdivisions
Utility Billing	Service line 1 inch	\$	1,935.000	

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MASTER CITY-WIDE FEE SCHEDULE

Utility Billing	Service line 1 1/2 inch	\$	2,930.000	
Utility Billing	Service line 2 inch	\$	3,412.000	
Utility Billing	Service line > 2 inch			Determined by City Engineer
Utility Billing	Meter fee 1 inch model #25	\$	333.080	Badger meter w/cellular endpoint
Utility Billing	Meter fee 1 1/2 inch model #55	\$	670.080	Badger meter w/cellular endpoint
Utility Billing	Meter fee 2 inch model #120	\$	839.520	Badger meter w/cellular endpoint
Utility Billing	Nonstandard permit			Determined by City Engineer
Utility Billing	Nonstandard service			Determined by City Engineer
Utility Billing	Rock excavation			Determined by the Water Superintendent
Utility Billing	Incidental costs			Determined by the Water Superintendent
Utility Billing	Meter turn-on service (new service)	\$	10.000	Processing the application and turning on water at existing meter each time the water is turned on
Utility Billing	Service fee - after hours (repairs, on/off, etc)	\$	80.000	Not for closing accounts
Utility Billing	Water meter tampering fine	\$	200.000	
Utility Billing	Modeling fee	\$	200.000	Spot check for static water pressure and fire flow
Utility Billing	Larger water models requiring infrastructure			Determined by City Engineer
Utility Billing	User charge			Water supply
Utility Billing	Usage up to 2,000 gallons	\$	11.730	
Utility Billing	3,000 to 150,000	\$	1.862	Per thousand gallons
Utility Billing	151,000 to 10,000,000	\$	0.841	Per thousand gallons
Utility Billing	>10,001,000	\$	0.639	Per thousand gallons
Utility Billing	Mobile Home parks, trailer parks, trailer & tourist camps			Charged in accordance with the standard Ind. residents rates, every 2 spaces for living unit parking shall be defined as the equivalent of 1 ind residence
Utility Billing	Annual debt service payment	\$	10.750	Mandated arsenic compliance per month
Utility Billing	Processing fee	\$	6.819	Per month, on "only PI" accounts; ie no potable water connection at the address
Utility Billing	Residential property per square foot	\$	0.002162526	Per sq. ft.
Utility Billing	Residential property not receiving shoulder water	\$	0.001838147	Per sq. ft.
Utility Billing	Commercial property	\$	0.002162526	20% of size in square feet
Utility Billing	Relocation of PI service	\$	160.000	
Utility Billing	Commercial class-user relief - sewer charges			Determined by the City Manager or designated rep.
Utility Billing	Single family residential			Garbage and recycling
Utility Billing	Single family residential 95-gallon cart	\$	19.060	

R-2020-020**MASTER CITY-WIDE FEE SCHEDULE**

Utility Billing	Single family residential 65-gallon cart	\$	16.780
Utility Billing	Single family residential 35-gallon cart	\$	14.460
Utility Billing	Multi-dwellings		Garbage and recycling
Utility Billing	Multi-dwellings 95-gallon cart	\$	19.060
Utility Billing	Multi-dwellings 65-gallon cart	\$	16.780
Utility Billing	Multi-dwellings 35-gallon cart	\$	14.460
Utility Billing	Renter deposit	\$	75.000
Utility Billing	Delinquent accounts		12.00% 30 days after the date on the billing, per annum, minimum charge of \$.50
Utility Billing	Returned check fees	\$	20.000

RESOLUTION NO. 2020-020
MASTER CITY-WIDE FEE SCHEDULE FOOTNOTES

Department	Ref.	Footnote
Impact Fee	1	On January 1, 2015, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for inflation increases in the cost of providing police, fire, parks and recreation, and street public facilities to serve new development utilizing the municipal cost index as published by "American Cities And County Magazine". Nothing herein shall prevent the city from electing to maintain a then existing police, fire, parks and recreation, and street impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by city council resolution. (Ord. 3074, 8-24-2014)
IT	2	EXEMPTIONS FOR CITY WORK: If the data is needed to perform work assigned to the contractor or consultants by the city, the city of Twin Falls may provide contractors or consultants electronic data at no charge under this chapter. Only the data for the area under contract will be provided.
	3	REPRODUCTION: All electronic data or related material provided by the city of Twin Falls may not be reproduced or resold to any person to whom the data is provided without the express written consent of the City of Twin Falls.
	4	DISCLAIMER: The GIS information is provided with the understanding that conclusions drawn from such information is solely the responsibility of the user. This GIS data is not a legal representation of any of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. All utilities should be verified in the field.



Date: Monday, December 14, 2020
To: Planning and Zoning Commission
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

Request for an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ20-0104)

Time Estimate:

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

Background:

This application is for a request to annex approximately 11.08 (+/-) acres with a proposed zoning designation of RM CRO ZDA.

Approval Process:

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 The council, prior to adoption, amendment or repeal of the plan or zoning ordinance, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

Budget Impact:

N/A

Regulatory Impact:

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Lot Area, Setbacks, Arterial Landscaping, and Other Development Criteria

History:

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Sport Shooting Range along Federation Road.

No other pertinent zoning history is known at this time.

Analysis:

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Lot Area, Setbacks, Arterial Landscaping, and Other Development Criteria.

Staff believes the layout of this project makes for a decent transition between existing competing land

uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the west, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the screening wall, and primary access to these properties from Arterial and Collector Roadways.

Conclusion:

The Planning and Zoning Commission recommended approval of the request by a vote of 6-0 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 maximum number of dwelling units in the residential area being limited to R4 Densities.
3. Subject to the rear yard setback along the west and south boundaries remaining at twenty (20) feet, per City Code.

Attachments:

1. A-PZ20-0104 ZDA Staff Report Final
2. B-Vicinity Map
3. C- Future Land Use Map
4. D - Applicant Narrative
5. E-Federation Point RM CRO-ZDA Document and Exhibits
6. 11-17-20 PZ minutes draft
7. PZ20-0104 Public Comment #1
8. PZ20-0104 Public Comment #2
9. PZ20-0104 Public Comment #3
10. PZ20-0104 Public Comment #4
11. PZ20-0104 Public Comment #5
12. PZ20-0104 Public Comment #6
13. PZ20-0104 Public Comment #7
14. PZ20-0104 Public Comment #8
15. Public Comment Notice for PZ20-0104 9
16. Public Comment Notice for PZ20-0104 10
17. Public Comment Notice for PZ20-0104 11
18. Public Comment Notice for PZ20-0104 12
19. Public Comment Notice for PZ20-0104 13
20. Public Comment Notice for PZ20-0104 14
21. Public Comment Notice for PZ20-0104 15
22. Public Comment Notice for PZ20-0104 16
23. Public Comment Notice for PZ20-0104 17
24. Public Comment for PZ20-0104 18



Comprehensive Staff Report

To: Planning & Zoning Commission

Presenter: Lisa Strickland, City Planner

Request: for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ20-0104)

Application: PZ20-0104

Applicant & Representative:

Hepworth Family Landholdings, LLC
c/o EHM Engineers, Inc.
621 N College Rd, Ste 100
Twin Falls, ID 83301

Public Hearing:

Background

This application is for a request to annex approximately 11.08 (+/-) acres with a proposed zoning designation of RM CRO ZDA.

The purpose of the RM, Residential Mixed-Use District is intended to provide for a mixture of residential housing types in a unified plan through a ZDA process.

History

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Sport Shooting Range along Federation Road.

No other pertinent zoning history is known at this time.

Approval Process

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 The council, prior to adoption, amendment or repeal of the plan or zoning ordinance, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

Applicable Regulations or Codes

Per City Code 10-14-5 Zoning Map Amendment: The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section City Code 10-7-20 .

Per City Code 10-4-15 & 10-4-19 a Zoning Development Agreement is required prior to development for any property within the CRO Zone.

Per City Code 10-6 Zoning Development Agreements: A ZDA shall conform to all sections of Title 10 unless specifically addressed within the written zoning development agreement. The City Council may add, remove, or modify requirements they deem appropriate.

Comprehensive Plan Compliance

The Future land use map shows this area as a transition between "Town Neighborhood" and "Mixed Use". Future Land Use Maps are not property specific and transition areas generally occur along arterial roadways.

This specific project accomplishes a number of goals found in the Comprehensive Plan:

Land Use Goal 3: encourage mixed use developments... etc

Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses and amenities.

Community Character - Protect and preserve the Canyon Rim Experience – they are adding onto the Rim Trail.

Analysis:

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: **Land Uses, Lot Area, Setbacks, Arterial Landscaping, and Other Development Criteria**

Land Use Changes - The ZDA Document has identified additional land uses the

applicant would like to make “Outright Permitted” and others they would add as “Special Uses” (see ZDA Document Sections 2A and 2B).

City Staff finds the result of this change creates more opportunities for the land owner to utilize the land along Federation as a buffer zone between the residential areas to the South and West and the Sport Shooting Range to the north. Additionally, the list of added uses has been narrowly tailored towards low-impact neighborhood type uses.

Lot Area - The ZDA states that buildings are not required to be located on a separate lot. However, for multi-family, the minimum lot or parcel shall be (5) acres and shall contain no more than 26 buildings and no more than 104 units as shown on the master development plan.

The result of this change will be a slight increase in the number of dwelling units than would otherwise be permitted. However, Staff does not anticipate overtly detrimental impacts to the surrounding areas due to the location of the primary entrance on Washington St N, and the proposed masonry wall along the existing residential properties.

Setbacks – Various setback distances have been requested to be modified by the applicant. The two most impactful changes are: the rear yard setback for multifamily, reduced from twenty (20) down to ten (10) feet; and the front yard along Federation and Washington St being reduced to fifteen (15) feet.

The rear yard modification will most notably impact the properties to the West. However, staff feels the proposed masonry wall along that boundary will help mitigate this change and the impacts will not be seriously impactful.

Arterial Landscaping - The applicant requests a reduction in arterial landscaping from thirty (30), to twenty five (25) feet along Washington St North, and adding that depth as a requirement for landscaping along Federation Road.

This change goes along with the reduced setback of buildings along Federation and Washington St N. Staff does not

believe this change will have a detrimental impact on surrounding area.

Other Development Criteria - The

Applicant is proposing, at their cost, a six (6) foot high masonry wall be installed along the west and south boundary of the development adjacent to exiting residential lots.

The applicant is also proposing, at their cost, to reconstruct the entirety of Federation Road. This would include a new ten (10) foot wide concrete path on the north side of Federation Road.

Potential Impacts

Staff believes the layout of this project makes for a decent transition between existing competing land uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the west, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the screening wall, and primary access to these properties from Arterial and Collector Roadways.

Conclusion

Upon conclusion should the Commission recommend approval of the request as presented, staff recommends the following:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

Attachments

1. Vicinity Map
2. Narrative
3. Federation Pointe ZDA
4. Elevations
5. Photos



- C-1
- R-2
- OS
- CRO
- PUD
- AOI

Current Zoning: R-2

Comprehensive Plan: Town Neighborhood

Existing Land Use: Undeveloped

Proposed Land Use: Residential with Commercial

Surrounding Zoning Designations & Land Use(s)

North: Gun Club/Federation Road

East: Mixed Residential/Washington Street North

South: Residential

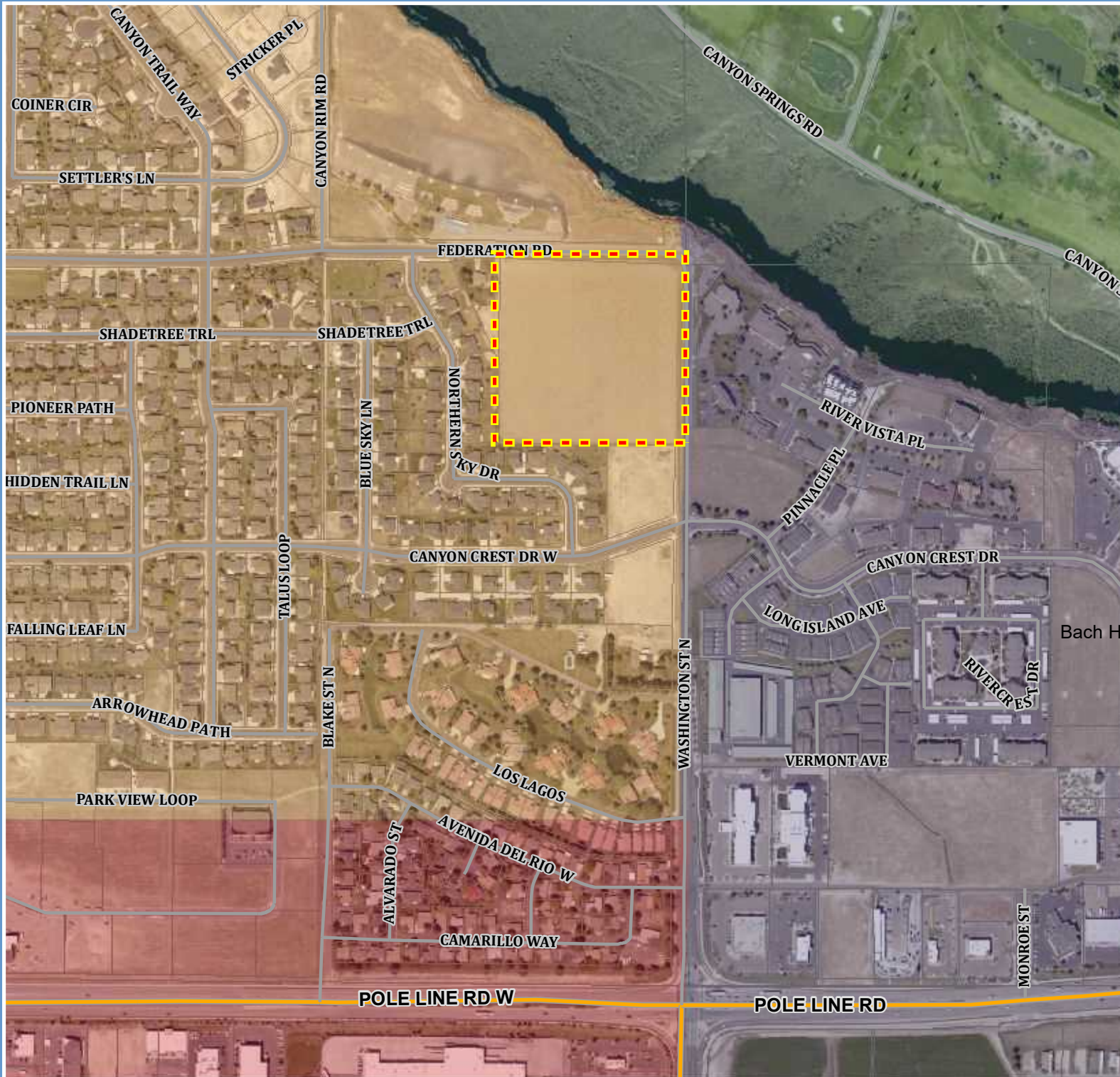
West: Residential

Applicable Regulations

10-1-4, 10-1-5, 10-4-15, 10-4-19, 10-6

Future Land Use Map

- Commercial
- Mixed Use
- Open Space
- Town Neighborhood



0 500



Feet

AERIAL PHOTO APRIL 2016
REFERENCE ONLY

FEDERATION POINT, ZDA
APPLICATION NARRATIVE

4.b.i. This property is located adjacent to Federation Road and Washington Street North and the majority of the land is located in the Canyon Rim Overlay District. The future land use map shows the area as town/neighborhood and the Canyon Rim Overlay District allows for the type of limited commercial development that is depicted along Federation Road and Washington Street frontage with the multi-family residential as a transition to the existing neighboring land to the south and west of the development.

4.b.ii. The subject property is bordered on the east, west, and south by City limits. The area north of the property is impact area.

4.b.iii. This development would be compatible with the neighboring property to the east which is the Westpark and River Vista developments. It also has a residential component adjacent to the majority of residential to the west and south. The property to the north is the Twin Falls Gun Club so the commercial will act as a transitional buffer to that use from the residential.

4.b.iv. The intended use of the development is for commercial type businesses and multifamily residential dwellings on a large lot. The plan is to develop the residential portion and then improve the commercial portion of the property over phases as users are identified.

4.b.v. Specific exceptions of uses or development standards include permitting of multiple residential buildings on one large lot as well as a few non-objectionable limited commercial uses not already allowed within the Canyon Rim Overlay District such as an antique shop, art galleries and or frame shops, cottage businesses, general merchandise, hardware store, and laundry facilities. Since there will be private access and/or parking areas as well as additional dedication of right of way and improvements for trail extensions, exceptions are also being requested for setbacks that work with the master plan as depicted.

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

This Zoning Development Agreement (ZDA) is made and entered into this ____ day of _____, 2020, by and between the City of Twin Falls, State of Idaho a municipal corporation, hereinafter called "City" and Steve Hepworth (hereinafter called "Developer") for the purpose of developing Residential Mixed Uses and Limited Commercial Uses on property located West of Washington Street North and South of Federation Road, known as Federation Point Subdivision, a ZDA.

NOW THEREFORE:

1. All future development, improvements, and uses shall conform to the standards and regulations of the Twin Falls City Code Title 10 – Chapter 4 – Section 15; RM, Residential Mixed Use District or as amended, Title 10 – Chapter 4 – Section 19; CRO, Canyon Rim Overlay District or as amended, and all references to other sections therein including the following deviations:
2. RM and CRO, Residential Mixed Use District and Canyon Rim Overlay District modified to include the following;
 - A. Permitted uses;
 1. Governmental facilities:
 - a. Governmental office buildings.
 2. Medical facilities:
 - a. Doctor's offices.
 3. Residential:
 - a. Bed and breakfast facilities.
 - b. Household units in the same building as an allowed use by the owner or an employee of the allowed use.
 - c. Household units in the upper floors of commercial or professional buildings.
 4. Retail Trade:
 - a. Antique shop.
 - b. Apparel and accessories.
 - c. Art galleries and frame shops.
 - d. Bakery.
 - e. Bookstore.
 - f. Craft shop, in conjunction with retail business.
 - g. Eating places.
 - h. Florist shop.
 - i. Food, drugs, etc.
 - j. General merchandise.
 - k. Hardware store.
 - l. Hobby and toy store.
 - m. Home décor, excluding appliances

Federation Point, ZDA

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- n. Home furnishings and appliances.
- o. Ice cream store.
- p. Import store.
- q. Laundering and dry cleaning.
- r. Laundromats.
- s. Music store.
- t. Sporting goods store.

5. Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Cottage businesses.
- e. Finance and investment offices.
- f. Insurance and related business.
- g. Photographic studios.
- h. Professional organizations.
- i. Professional services.
- j. Real estate and related business.

Notwithstanding the foregoing list of permitted uses, any such use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit.

- B. Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the Comprehensive Plan and that is not permitted outright because it may conflict with other uses in the District unless special provisions are taken. Special use permits may be granted for the following uses:

1. Misc.:

- a. Any facility with drive-through service.

2. Parks:

- a. Public parks and playgrounds with crowd attracting facilities.

3. Public Assembly:

- a. Funeral chapels.
- b. Schools – private, single purpose.
- c. Schools - private, vocational and/or academic.
- d. Schools – public.
- e. Theaters – indoor.
- f. Wedding chapels and/or reception halls.

4. Residential:

- a. Accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings except those physically attached garages built at the

Federation Point, ZDA

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same time the home is built.

- b. Motels or transient hotels
- c. Nursing homes, rest homes, and assisted living facilities.

5. Retail Trade:

- a. Alcoholic beverages, when consumed on premises where sold.
- b. Permitted retail/trade operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- c. Pet shop.

6. Services:

- a. Dog Grooming.

7. Sports Facilities:

- a. Athletic areas.
- b. Indoor recreation facility.

3. Property Development Standards to be modified to include the following;

The following property development standards shall apply to all land and buildings in the RM district:

A. Use Of Lots:

- 1. Each building is not required to be located on a separate lot. If desired, multiple buildings (including dwellings – duplex, triplex, fourplex) may be located on one contiguous lot/parcel.

B. Lot Area:

- 1. Commercial Uses: The lot area for shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping. No commercial building shall occupy more than sixty percent (60%) of a lot.
- 2. Multi-family Residential: The lot/parcel area shall be a minimum of five (5) acres and shall contain no more than 26 multi-family buildings with a total of no more than 104 residential units per 5 acre parcel as depicted upon the master development plan included as Exhibit B.

C. Yards:

- 1. The front building line shall be as depicted on the master development plan. All front yard building setbacks shall be twenty feet (20') from the property line or when multiple units are on one parcel a minimum of twenty-five feet (25') from the centerline of a private drive.

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2. The side building line shall not be closer than five feet (5') to the side property line.
3. The rear building line shall not be closer than ten feet (10') to the rear property line for multifamily units or five feet (5') for commercial units.
4. Rear, front, or side building lines adjacent to Federation Road and Washington Street North shall be fifteen feet (15') from the right of way line. No other building setback limitations shall be applicable to this development.

D. Other Development Criteria:

1. Perimeter Landscape Buffer and Screening: A landscaping buffer of twenty-five feet (25'), including sidewalks, shall be installed from back of curb along Washington Street North and Federation Road. A six foot (6') high masonry wall shall be installed along the south and west boundary of the development adjacent to existing residential lots.
2. Streets: Federation Road and Washington Street North shall be constructed per the attached Exhibit C with a ten foot (10') wide concrete path on the north side of Federation Road adjacent to the development boundary for infill of a portion of the Canyon Rim Trail Extension.

Federation Point, ZDA
A Residential Mixed Use and Limited Commercial
Zoning Development Agreement

Developer: Steven F. Hepworth

City: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

“CITY”
CITY OF TWIN FALLS

By: _____
Mayor

ATTEST:

City Clerk

“DEVELOPER”
Hepworth Family Landholdings, LLC
Steven F. Hepworth, Member

By: _____

SATE OF IDAHO)
 ss.
County of Twin Falls)

On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared _____ and _____, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed said instrument, and acknowledged to me that such City 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.

Residing at _____

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared Steven F. Hepworth, known or identified to me, to be the person, that executed said instrument.

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

Residing at _____

EXHIBIT A
Legal Description
Proposed Annexation
Twin Falls County, Idaho

Being a portion of the NE ¼ SE ¼ and SE ¼ NE ¼ of Section 32, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Beginning at the East Quarter corner of said Section 32 as shown on that certain map entitled "Northern Sky Subdivision", recorded November 21, 2007 as Instrument No. 2007-030627 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, along the East Boundary of said NE ¼ SE ¼ of Section 32, South 00°00'00" East 662.96 feet to a point on the Boundary of said map;

Thence, along said Boundary, North 89°48'21" West 685.43 feet;

Thence, continuing along said Boundary, North 00°34'11" East 302.37 feet;

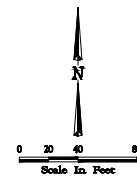
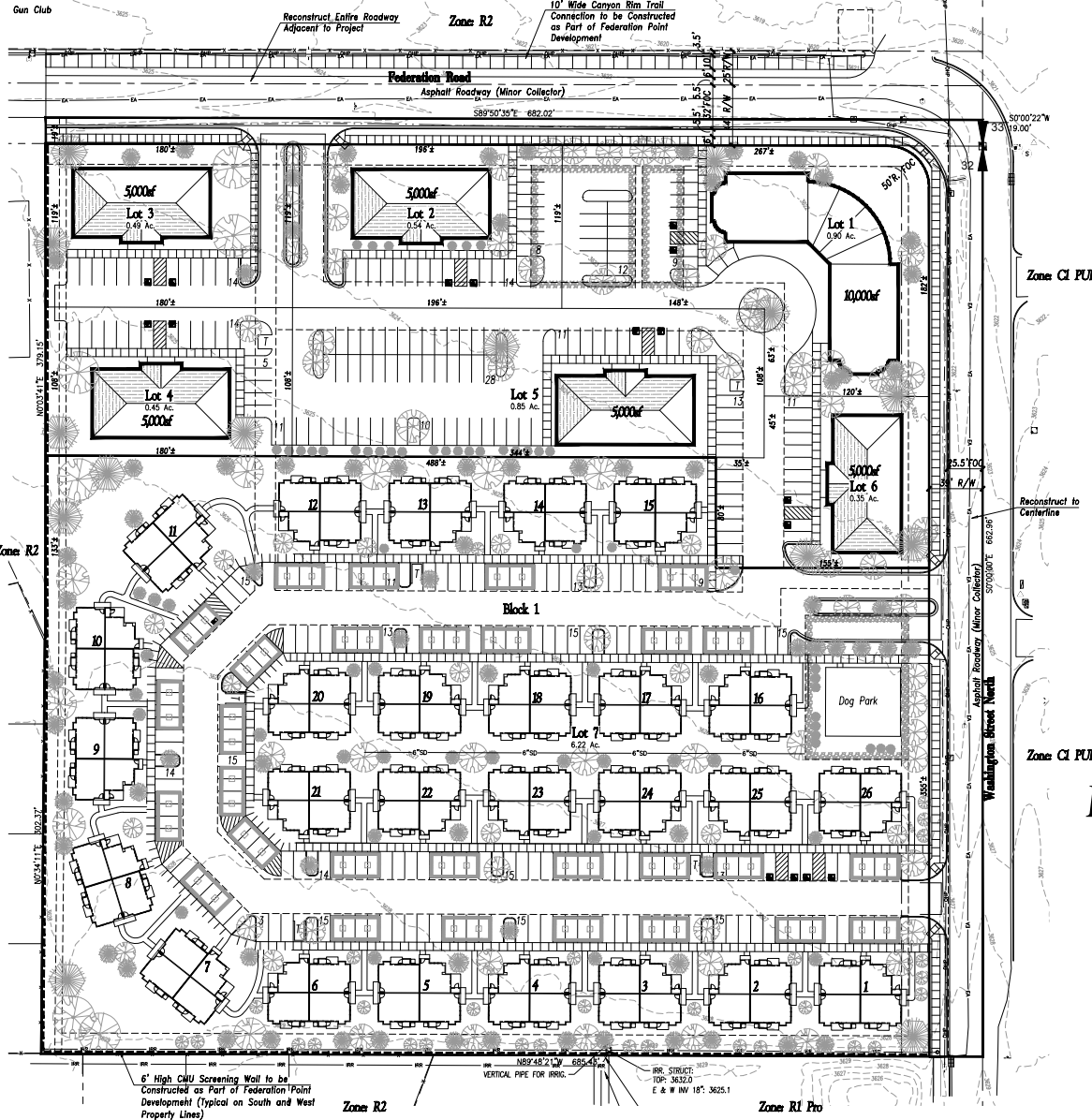
Thence, leaving said Boundary, North 00°03'41" East 404.15 feet to a point on the centerline of Federation Road;

Thence, along said centerline, South 89°50'35" East 682.00 feet to a point on the East Boundary of said SE ¼ NE ¼ of Section 32;

Thence, along said East Boundary, South 00°00'22" West 44.00 feet to said REAL POINT OF BEGINNING.

Containing approximately 11.08 acres.

End of Description



Federation Point Subdivision
 A ZDA
 Located In
 A Portion of
 NE4 SE4 & SE4 NE4, Section 32
 T. 9 S., R. 17 E., RM.
 Twin Falls County, Idaho
 2020

Legend

	EXISTING	PROPOSED
PROPERTY BOUNDARY LINE	---	---
PROPOSED RIGHT OF WAY	---	---
STREET CENTERLINE	---	---
EXISTING AS NOTED	---	---
WATER MAIN (FIRE LINE)	---	---
8" SEWER MAIN	---	---
PRESSURE IRRIGATION	---	---
PRESSURE IRRIGATION	---	---
UNDERGROUND POWER	---	---
NATURAL GAS LINE	---	---
FIBER OPTIC LINE	---	---
STORM DRAIN	---	---
STANDARD CURB & GUTTER	---	---
EDGE OF ASPHALT	---	---
CONTOUR LINE	---	---
MANHOLE	⊙	⊙
FIRE HYDRANT	⊙	⊙
GATE VALVE	⊙	⊙
WATER SERVICE	⊙	⊙
SEWER SERVICE	⊙	⊙
P.I. SERVICE	⊙	⊙
P.I. BLOW-OFF ASSEMBLY	⊙	⊙
CATCH BASIN	⊙	⊙
LIGHT POLE	⊙	⊙
UTILITY RISERS/STRUCTURES	⊙	⊙
SIGN	⊙	⊙
DRAINAGE ARROW	→	→

Existing Zone: R2
 Proposed Zone: RM, ZDA

Exhibit B

ZDA Master Plan

BHM Engineers, Inc.
 ENGINEERS / SURVEYORS / PLANNERS
 621 North College Road, Suite 100 Twin Falls, Idaho 83301
 P 208-734-4888 FAX 208-734-4049 web: bhm-inc.com

ZDA Exhibit B For
FEDERATION POINT Subdivision, A ZDA
Twin Falls, Idaho

DO NOT SCALE DRAWINGS
 CONTRACTOR SHALL VERIFY ALL
 CONDITIONS AND DIMENSIONS AT
 THE JOB SITE AND NOTIFY THE
 ENGINEER OF ANY DISCREPANCIES,
 ERRORS, OMISSIONS, OR DIS-
 CREPANCIES BEFORE BEGINNING
 OR FABRICATING ANY WORK.

APPROVED

DESIGN	T. MCBRIDE
DRRAW	T. MCBRIDE
DATE	JUNE, 2020
SCALE	AS SHOWN
FIG. NO.	137-20ZDA Exhibit B
REV. NO.	137-20

Sheet 1



FEDERATION POINT-MASTER PLAN
FEDERATION RD. & WASHINGTON ST N
TWIN FALLS, IDAHO 83301

LANDSCAPE PLAN SHEET

VERIFY SCALES

THIS BAR IS 1 INCH
ON ORIGINAL DRAWING

0  1"

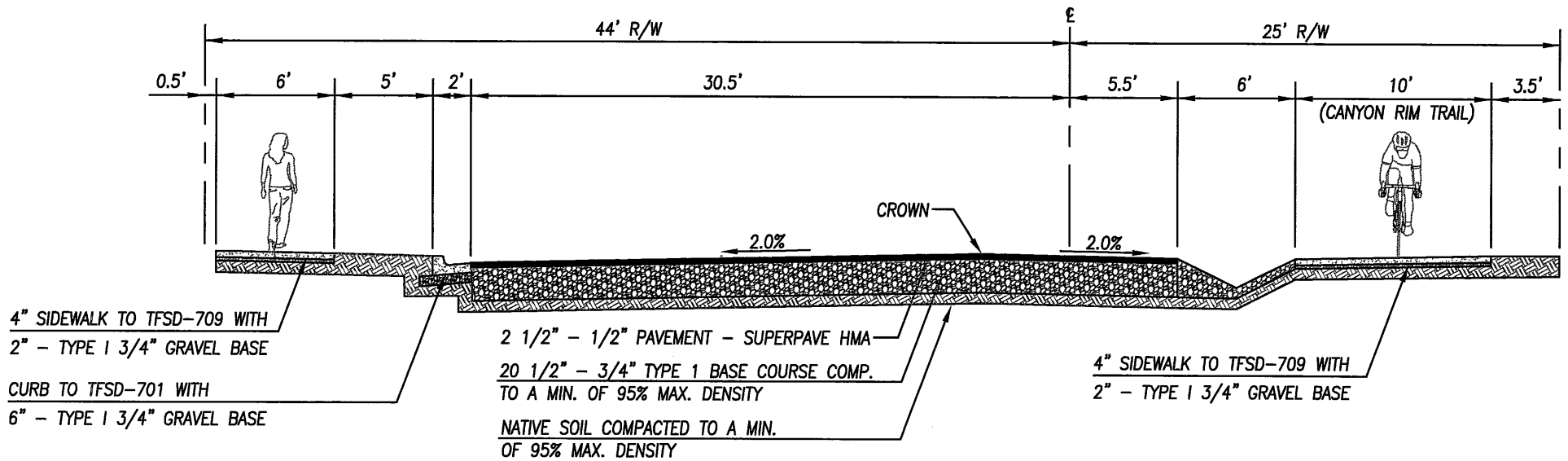
IF NOT 1 INCH ON
THIS SHEET,
ADJUST SCALES
ACCORDINGLY



ARCHITECT STAMP

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

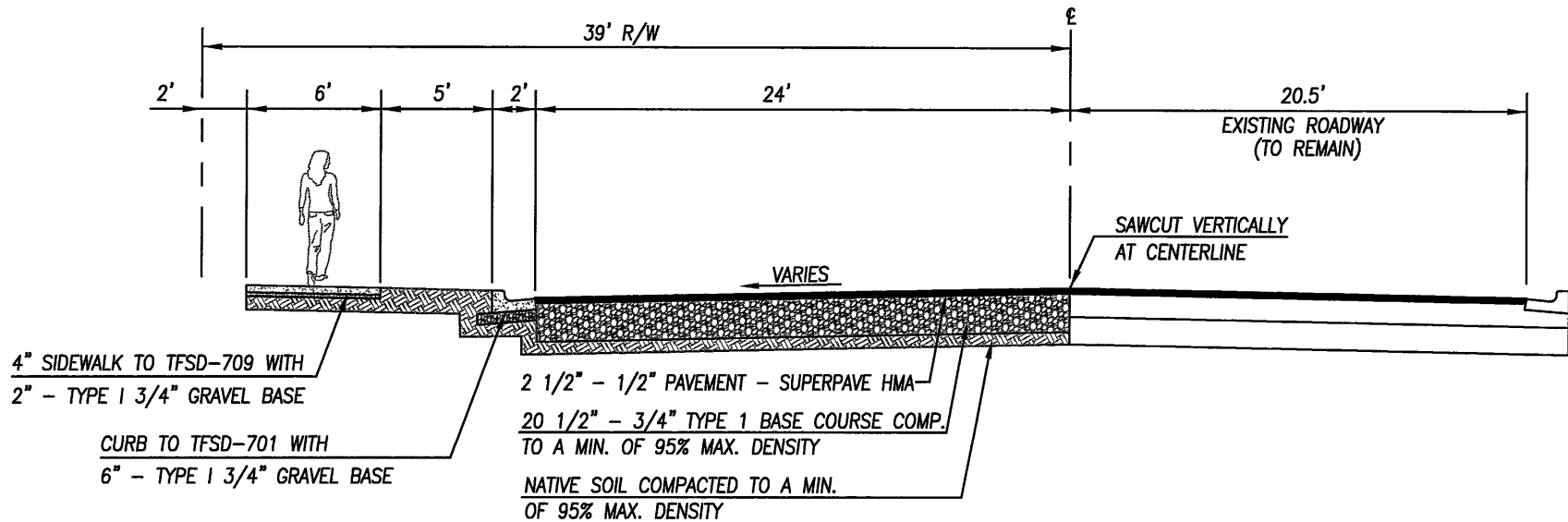
Engineers / Surveyors / Planners
621 North College Road, Suite 100, Twin Falls, Idaho 83401
P (208)-734-1888 fax (208)-734-6019 web: ehinc.com



Typical Street Cross Section

Federation Road

n.t.s.



Typical Street Cross Section

Washington Street North

n.t.s.

EXHIBIT C - Roadway Details







Twin Falls Planning & Zoning Commission Minutes

Tuesday, November 17, 2020, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Council Chambers

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: David Detweiler

1) Call in Instructions

- a) To call in for Public Comment on the items on this agenda, please call 1-208-939-6718, Conference ID: 888 639 213#. Calls must be received between 6:00 pm - 6:10 pm and will be put into the queue to speak during the Public Hearing portion of the meeting.

2) Confirmation of Quorum/Call Meeting to Order

Chairperson Titus called the meeting to order at 6:00 pm.
A quorum was present.

Members Present: Titus, Kelley, Hansen, Musser, Detweiler, Perez

Staff Present: Ebersole, Hafer, Spendlove, Hart, Zollinger, Nope, Vitek

3) Consent Calendar

MOTION: Vice Chairman Kelley moved to approve the Consent Calendar, as presented.
Commissioner Hansen seconded the motion.

Approved by a vote of 4-0-2.

- a) Approval of Minutes from the following meeting: October 13, 2020

4) Items of Consideration

- a) Preliminary Presentation for a request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-1 and C-1 Zoning Development Agreement for the 500-800 blocks of Grandview Drive South c/o EHM Engineers, Inc. on behalf of Grandview Falls, LLC. (PZ20-0088)

Staff Presentation:

Senior Planner Hart presented the Preliminary Presentation for a request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-1 and C-1 Zoning Development Agreement for the 500-800 blocks of Grandview Drive South c/o EHM Engineers, Inc. on behalf of Grandview Falls, LLC. (PZ20-0088)

Per Twin Falls City Code 10-6-1.7(B) Approval of a ZDA sub-district requires a preliminary presentation to the Planning and Zoning Commission for a review of the proposed changes prior to a public hearing. The Commission is allowed and may grant the public the ability to ask questions and give suggestions to the applicant about the proposed project during the preliminary presentation.

A public hearing shall be held before the Commission for a recommendation to the Council to amend the zoning district and the zoning map, amend with recommendations or deny the request.

Property is currently vacant and was annexed into the city in 2006.

Staff analysis will be presented at the public hearing.

Staff makes no recommendation at this time. Staff will present a full analysis of the request at the public hearing-scheduled for Tuesday, December 8, 2020.

Applicant Presentation:

David Thibault, EHM Engineers, representing applicant, presented the preliminary presentation for a request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-1 and C-1 Zoning Development Agreement for the 500-800 blocks of Grandview Drive South. He stated that the property presently has a R4 zoning designation. He stated that the Future Land Use Map designates the property as industrial. The plan shows industrial area with a transition with buffer of residential. The request is for a mixed use blend of zones.

PZ Discussion:

- Commissioner Perez likes the transitional use of the property.
- Vice Chairman Kelley asked about the future plan.
- Senior Planner Hart clarified the future land use map and transition.
- Vice Chairman Kelley stated that planning for future land use is a good plan and likes the transition.
- Chairperson Titus asked staff to show the surrounding property zoning at the Public Hearing.

5) Public Hearings

- a) Request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ20-0104)

Staff Presentation:

PZ Director Spendlove presented the Request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC. (PZ20-0104)

Per City Code 10-15-1 Prior to annexation of an unincorporated area, the council shall request and receive a recommendation from the commission on the proposed plan and zoning ordinance changes for the unincorporated area.

Per City Code 10-15-2 The council, prior to adoption, amendment or repeal of the plan or zoning ordinance, shall conduct at least one public hearing using the same notice and hearing procedures as the commission.

The property is currently zoned R-2 CRO, Residential Single Household or Duplex District with the Canyon Rim Overlay District. The property is undeveloped and is located south of the Sport Shooting Range along Federation Road.

No other pertinent zoning history is known at this time.

The applicant has proposed a handful of exceptions to the RM District as part of their ZDA Document. These changes focus on the following categories: Land Uses, Lot Area, Setbacks, Arterial Landscaping, and Other Development Criteria.

PZ Director Spendlove reviewed the proposed changes to the zoning. He explained what land uses would need to come to the commission as a Special Use Permit. He explained the proposed land uses changes. He stated the proposal for twenty-six (26) 4 plex units allowed, which is more than the base R4 zone allows. He explained the proposed reduced front yard and back yard setbacks and the landscaping changes to the perimeter along Federation and Washington.

The developer will rebuild Federation Rd. and widen Washington St. N. and add a 10' wide trail extension to the north side of Federation Rd., extending the length of the property.

Staff believes the layout of this project makes for a decent transition between existing competing land uses: Outdoor Sport Shooting Range (aka Gun Club) to the North, existing single family residential to the west, and Commercial Retail to the East.

The potential detrimental impacts on surrounding areas will be largely mitigated with the 6 ft. masonry screening wall, and primary access to these properties from Arterial and Collector Roadways.

Upon conclusion should the Commission recommend approval of the request as presented, staff recommends the following:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.

Applicant Presentation:

Tim Vawser, EHM Engineers, representing applicant, presented the request for a recommendation to City Council of an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North. He explained the proposed uses are in line with the Canyon Rim Overlay, with the commercial portion being a buffer to the residential portion. He explained road access to the development. The request for setback changes are due to giving up a portion of land for expansion of Federation Rd and Washington St N. He explained there is screening between the development and the single-family homes to the west. He explained the proposed residential project is similar to the four plexes on Harrison St.

PZ/Questions & Comments:

- Commissioner Hansen asked to show where the gun club sits and where the trail would be built.
- PZ Director Spendlove clarified the location of the gun club and where the trail will be built.
- Commissioner Hansen asked about NW corner of property.
- Mr. Vawser stated the piece is not part of the request and is a private residence.
- Commissioner Perez asked the maximum height requirements for four plexes.
- PZ Director Spendlove stated in the R2 and R4 zones the maximum height is thirty-five (35) feet height and explained how the height is measured and explained the Canyon Rim Overlay height requirements.
- Mr. Vawser stated the developer took it into consideration with this project.
- Commissioner asked if the four plexes are two story.
- Mr. Vawser clarified the pinwheel design of the four plexes.
- Chairperson Titus asked about the landscaping along the trail extension.
- Mr. Vawser stated it is more of a drainage area and not planned to be landscaped at this time.
- Assistant Engineer Vitek stated the detached trail from the roadway is for safety and the northside location was chosen to be continuous. Engineering is in agreement with 6" burrow ditch on the site map.
- Chairperson Titus asked if the drive loop through the residential is a two-way drive and for setback clarification.
- Mr. Vawser stated it is a two-way drive with fire access and clarified the setback request.
- Assistant Engineer Vitek stated there are no engineering conflicts.
- Commissioner Hansen asked about the extension of the trail, and if there have been reported

incidents between current trail and the gun club. He asked if there is a plan to extend the trail past this point.

- PZ Director Spendlove stated he is not aware of any incidents.
- Commissioner Musser asked for clarification on the commission's recommendation to City Council.
- PZ Director Spendlove clarified that the commission is voting on a recommendation of the proposed zoning changes, not the Annexation request.
- Chairperson Titus asked why the developer went with fourplexes instead of other residential types.
- Mr. Vawser stated the developer has built many units of this type and has found this pinwheel model works. He stated there is a level of security and upkeep of the property with someone living on site to maintain the development.
- Commissioner Perez asked if the previous developments have the exterior wall and how it has worked.
- PZ Director Spendlove clarified the screening is required by code.
- Mr. Vawser stated they are open to working with neighbors for an agreeable buffer.

Public Hearing: Opened

- Kim Fultz, citizen, is opposed to this request.
- Amy Wendler, citizen, is opposed to this request.
- Michael Wendler, citizen, is opposed to this request.
- Michael Danielson, citizen, is opposed to the request.
- Chuck Whitney, President of the Gun Club, supports the commercial zoning change, with conditions. He stated he is opposed to the residential zoning change, as presented.
- Heather Melton, citizen, is opposed to this request.
- Kirk Melton, citizen, is opposed to this request.
- Logan Campbell, citizen, is opposed to this request.
- Jenny Campbell, citizen, is opposed to this request.
- Marilyn Tarkalson, citizen, is opposed to this request.
- Kerrie O Bray, citizen, is opposed to this request.
- Alan O Bray, citizen, is opposed to this request.
- James Fulton, citizen, is opposed to this request.

Mr. Vawser gave a closing statement and addressed the citizen's concerns.

PZ questions:

- Vice Chairman Kelley asked for setback change locations.
- PZ Director Spendlove clarified the reduced setback request.
- Vice Chairman Kelley asked about the zoning on the east side of Washington St. N.
- PZ Director Spendlove clarified the zoning and type of residences on the east side of Washington St N.
- Commissioner Hansen asked about parking on Washington St. N. and Federation Rd.
- PZ Director Spendlove clarified the parking in the surrounding areas.
- Assistant Engineer Vitek stated with the widening of Washington St. N. there would be parking allowed, with no parking allowed around the corner radius.
- Commissioner Detweiler asked about no recreation area and if there is a requirement for a park area. He asked where the storm water retention area is.
- PZ Director Spendlove stated these types of items comes through the plat process and will come back before the commission. He pointed out the nearby parks within a mile of the development.
- Commissioner Detweiler asked if all the parking for fourplexes is located inside the development.
- PZ Director Spendlove stated per code the requirement is two (2) spaces per unit. The parking requirement will be reviewed at the building permit process.
- Commissioner Perez asked about property taxes.
- PZ Director Spendlove stated every property pays taxes.
- Commissioner Perez asked how schools are planned with growth.

- PZ Director Spendlove stated the school district is notified with every Planning and Zoning request and we did not hear from the district regarding this request.
- Chairperson Titus asked the additional residential density request.
- PZ Director Spendloves clarified the land area required per code.

Public Hearing: Closed

Discussions Followed:

- Vice Chairman Kelley stated his concern with the requested setbacks and density.
- Commissioner Musser likes the mixed use project. He stated he believes the residential density is too high and does not like the screening wall and reduced setbacks. He stated he would rather see the residential zoned R2.
- Commissioner Perez does not like idea of screening wall. She stated with the widening of the streets, it will help mitigate traffic concerns.
- Commissioner Hansen stated he does not see traffic increase on Federation Rd. and okay with the potential increased traffic on Washington St. N. with the widening of the road. He stated that the schools have a five (5) year plan to address growth. He would like to see the setbacks kept to twenty (20) foot requirement and would like to see the residential density in limited to current code. He stated he would like to see a crosswalk on Federation Rd. to the Canyon Rim trail.
- Commissioner Detweiler stated his concern with the residential density. He stated he likes multi use development and is okay with the two-story buildings.
- Chairperson Titus likes the infill project. Her concerns are the setbacks on the western and southern boundaries and would like to see the twenty (20) foot setback requirement remain in place. She stated she is okay with the development setup but is not sure if the density is appropriate.
- Commissioner Perez stated she likes higher residential density because of the accessibility to the trail, making less need for cars to use services.
- PZ Director Spendlove reviewed the concerns of the commission. He stated the crosswalk and connection concerns will be addressed at the plat process.

Motion #1:

Commissioner Hansen made a motion to add Condition-Subject to maximum dwelling units being limited to the R4 densities, per city code.

Vice Chair Kelley seconded the motion.

Motion approved by a vote of 5-1

Discussion ensued about keeping to the residential zoning at R-2.

- Chairperson Titus stated she believes there is already a transition on the other side of Washington St. North. She stated that the R2 is established on the west side of Washington St. North, and is unsure if the new development should be brought across the street or if it is a continuation of the east side.
- Vice Chairman Kelley asked which zoning designation fit in the Comprehensive Plan.
- Chairperson Titus stated she believes R-2 and R-4 with the Comprehensive Plan as growth.
- Commissioner Perez stated the properties adjacent to the proposed development would be the areas impacted. She stated there is no real reason for tenants to go to existing neighborhood to the West. She stated she does not believe the residential density would have a huge impact to neighboring properties, with the commercial being a buffer and help to help to buffer noise from the Gun Club.
- Chairperson Titus stated the commercial is a transition for the busy street corner and agrees the screening wall separates connection.
- Commissioner Hansen stated screening is required by code. He stated he believes the commercial is a perfect fit and believes the 4 plexes are a good mix of housing bringing a strong diverse community.
- Chairperson Titus reiterated her concern with the setbacks on western and southern boundaries.

Motion #2:

Commissioner Hansen made a motion to add Condition – Subject to the rear yard setback along the west and southern boundaries remaining at twenty (20) feet, per city code.
Commissioner Musser seconded the motion.

Motion approved by a vote of 6-0.

Motion:

Vice Chair Kelley made a motion to recommend to City Council an Annexation with a Zoning District Change and Zoning Map Amendment from R2 CRO to RM CRO ZDA for 11.08 (+/-) acres located at the southwest corner of Federation Road and Washington Street North, c/o EHM Engineers, Inc. on behalf of Hepworth Family Landholdings, LLC., as presented with conditions.(PZ20-0104)
Commissioner Detweiler seconded the motion.

Unanimously Approved by a vote of 6-0

6) Upcoming Meeting(s)

- a) Tuesday, December 8, 2020 at 6:00 pm
- b) 2021 Meeting Calendar

7) Adjournment

The meeting adjourned at 08:21 PM

Kelli Ebersole

From: forms@tfid.org
Sent: Tuesday, November 10, 2020 10:55 PM
To: Kelli Ebersole
Subject: Public Comment Notice for PZ20-0104

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Candace Ludlow

Email: candaus34@hotmail.com

Comments:

Hi.

I am concerned with the increased traffic a development other than single family housing would bring to this area.

Reasons:

1. Washington to Federation is already too narrow.
2. The light at poleline and Washington is already backed up-especially to turn east onto poleline (left).
3. Increased traffic is unsafe for residential areas as kids are out riding bikes, families crossing the street to get to the canyon trail, kids playing basketball, etc. As it stands now, Washington street creates a nice border between single family houses to the west and the commercial developments to the east.
4. Commercial office buildings would probably be a better fit than multi-family units because it would bring less traffic per area. However, there is an abundance of available commercial buildings in this town (by the mall, by Walmart, by papa Murphy's). There is, however, a single family home shortage.

A few other points: cities are more attractive with zoning (exhibit a: unattractive Texas-have you seen this?!). This zoning change seems out of place.

5. Back to Traffic: What's nice about the commercial space to the east of Washington where elevations is located, is there are longer roads to get to where the buildings are-plus it loops out by pizza pie cafe. In this area, that would not exist. The congestion would be more dense (think falls and locust streets). And now that we are thinking about falls and locust, it seems off that houses over there back up to rocket wash and other businesses.

Don't be like Texas: have some normal zoning.

I propose keeping it zoned as single family.

Thank you, and all the best.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Thursday, November 12, 2020 2:52:57 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Heather Melton

[REDACTED]

Email: Heathersattetc@gmail.com

Comments:

Hello,

My name is Heather Melton, I live on Blue Sky Lane. We have achieved something in our neighborhood that does not typically exist anymore. On our street we have a safe place for our children to play outside. On any given day, especially in the summer, you can drive on our street and expect to find 15+ children outside. The kids ride bikes, play tag, and have a safe normal childhood because our neighborhood and road is safe. People frequently send their children from other streets to ours because they know they will find kids, outside playing, on Blue Sky Lane. We have a close group of friends and neighbors that are dedicated to our community and area. My main goal is to make certain I protect this environment we have created, to help our children continue to have a safe place to play. I feel this change would not meet my goal. I feel the change in zone, and the plan, will jeopardize our neighborhood safety. I would much rather see more regular houses go there, with regular residential zoning. That would be the safest for our children.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Friday, November 13, 2020 3:41:05 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Kirk Melton
[REDACTED]

Email: kirkamelton@gmail.com

Comments:

Twin Falls
Planning and Zoning:

I write to
oppose the proposed zoning change on the corner of Federation and Washington. While I think it is an interesting idea to have four-plexes and commercial offices intertwined, there are many reasons that I oppose the zoning change.

To begin,
I wish to convey how special the affected neighborhood is. Northern Sky is a uniquely tight-knit neighborhood, with families that care for each other and watch out for one another. I cannot understate this characteristic. There are tons of kids in this neighborhood, most of which are very young. The kids are out playing with each other during all hours of the day. This neighborhood is so remarkable, that I know of several families that have contemplated moving to another location for a larger/nicer home, but have ultimately decided to stay simply because they do not want to leave the neighborhood. Even those who do eventually upgrade, return frequently.

Make no
mistake, we are pro-development. When the lot in question was put up for sale earlier this year, many of us were excited that it would finally be developed to include more houses. However, we were disappointed when we found out that the proposal included four-plexes and commercial offices/stores.

Such a

development lacks continuity with the neighborhood. It is the east side of Washington that is the four-plex/apartment/commercial side, and the fabric of the west side is a community of houses. This proposal will mean that the east side of Washington would spill over to the west side, breaking the fabric/continuity of the west side.

This change

would compromise the special nature of the neighborhood on the west side of Washington. These are tax-paying families that take pride in their neighborhood and community. Not to disparage those who would be occupying the four-plexes, but residents of four-plexes are more commonly transient and less invested in the neighborhood/community. Four-plexes and apartments are also known for having a younger population along with a higher occurrence of noise issues (among other concerns). I understand that there are laws to address noise and other ill-effects that may accompany these four-plexes. However, noise complaints are not (and should not) be high on law enforcement's priorities and can be recurring issues in an area where uninvested transients reside. This is definitely a concern.

The

proposal also seems to be counter to the needs of Twin Falls. While I understand that Twin Falls is experiencing a housing shortage, it seems like a large part of that shortage are homes, not necessarily apartments/four-plexes. There are apartments/four-plexes being developed all over. The shortage in houses is such that housing prices have skyrocketed due to the lack of supply. At a time when Twin Falls does not have enough houses, it seems haphazard to take an area already zoned for houses and rezone it for a different purpose.

I think it

may also be haphazard due to the infrastructure there. Washington, from Pole Line to Federation, already has a dangerous bottleneck. When I first moved to the area, the speed limit there was 45 MPH. It has since been changed to 35 MPH, probably due to the increase in traffic and the dangerous nature of that bottleneck. There really is no safe way for children (or even adults) to cross that section of Washington. Adding approximately 208 daily travelers (104 units x2 cars per unit) will only make that even more unsafe. Washington cannot handle that traffic there. This is not like the east side of Washington, where Elevation 486, Canyon Crest Event Center, and Rivercrest Apartments are, where there is another route, that is wider and less used, readily available (Canyon Crest Drive).

Finally, I am concerned about the amount of parking. While the proposed plans appears to incorporate a large amount of parking, I do not believe I have ever seen an apartment/four-plex location where people were not parking on the street as well. There simply is no way to park on the street on Federation or Washington there. The overspill will be on the neighboring streets (where we live).

Overall, I think that the proposal is an interesting idea—four-plexes in the same location as retail/business offices. I have seen such ideas implemented in the downtown sections of large cities. However, I simply do not believe that this is the proposed area is appropriate for this for the reasons stated above. Thank you for considering my thoughts on the proposed change.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Sunday, November 15, 2020 12:42:38 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Kim Fultz

[REDACTED]

Email: kkfultz@msn.com

Comments:

When we decided to build our home in 2010 we never imagined that we would have a zoning change allowing apartments next to our neighborhood. We put all our equity and heart into this home where we planned to stay into retirement. Twin falls is a growing community with a housing shortage for family homes. This area needs to stay zoned for family homes.

Apartment dwellers do not have a vested interest in the building where they live, as do homeowners.

Apartments being built in the area would increase traffic on Washington, which is already overloaded with its current population.

Please keep this land zoned for home and do not allow our neighborhood to be devalued.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Sunday, November 15, 2020 1:35:18 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Kenn Fultz

[REDACTED]

Email: kkfultz@msn.com

Comments:

Twin Falls has a shortage of family homes. This area needs to remain family housing and definitely NOT developed into multi-family units. We have big investments in our homes. Zoning was in place when we built our home and was considered an implied promise to protect our investment.

Washington street is too narrow and currently has too much traffic. There are times that we can sit thru 2-3 lights just trying to go east onto Poleline. Adding multi-family housing on this street would increase traffic tenfold.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Sunday, November 15, 2020 10:11:58 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Collin Robertson

[REDACTED]

Email: col149@yahoo.com

Comments:

Dear Twin Falls Planning and Zoning,

What an exciting time to see an area near the canyon rim begin to be developed. It is tough I'm sure to make the right decision as to the most appropriate land use.

I hope you consider that the proposed area is in the area west of Washington that is residential homes and would best be best suited for continued home units to match up with what is already in the area. Traffic is a big concern in this area and there is no room for the increase that could come from a mixed commercial area. Sincerely,

Collin Robertson

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Monday, November 16, 2020 3:32:34 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Heather Hill
[REDACTED]

Email: hillheather30@gmail.com

Comments:

We live on Northern Sky Dr and the East side of our property is adjacent to this lot. When we were looking for a piece of property to build our home 8 years ago one of the main reasons we picked our piece of land was because we were told that the field would remain a field for agricultural purposes. We were also told that if this piece of land ever sold it would be developed as single unit dwellings, similar to what is currently in the area. Since this piece of property was already zoned for residential it seems inappropriate to change that especially considering the lack of homes in our area.

Another concern I have is will there be adequate parking for employees , customers and tenants. If there is not adequate parking, where will the excess go. The surrounding streets, Federation and Washington, neither one can accomodate excess vehicles for parking. So then I worry that our neighborhood would have extra cars parked on our streets as well as extra traffic where our children are playing. If 104 units were placed on this property there would be that many more vehicles/drivers and probably more. Washington is already a busy street with more traffic than it can handle. Adding this many more would make the problem worse. I worry that there would be so many people driving South on Washington from apartments/businesses that it would be difficult for those in our neighborhood to pull out of our neighborhood off of Canyon Crest. As well as those that live to the East of Washington. It seems even more of a concern in the morning when so many are leaving for work and school. Those of us who live in Northern Sky subdivision take pride in our neighborhood. We pay property taxes and are involved in the community. We would like to see those who use this property do the same. Those who would occupy these apartments (transients) have no investment in the area. Along with that, I fear that because my backyard would be right next to these apartments that we will have a large amount of public nuisance issues to deal with, including: noise, trash, possibly destruction of our fence or other portions of our property, possibly drugs, and even danger for my young children. These are all common issues with housing that is not single unit dwellings. And again common for those who have no personal investment in the neighborhood or their neighbors. Such is the case with apartments.

Thank you for your consideration.

Heather Hill
2022 Northern Sky Dr

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Monday, November 16, 2020 3:44:52 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Barry Hill

[REDACTED]

Email: barry.hill29@gmail.com

Comments:

Dear Planning and Zoning Commission,

I have several concerns about the proposed re-zoning at Washington/Federation property.

First of all, I want to express that I am not anti-development. I am in favor of keeping this property as it is currently zoned as residential.

Keeping this property residential will bring several benefits to the area and community.

Multi-unit dwellings inherently bring in people who do not have a genuine interest in the area. I have young children and I am concerned for their safety as they play outside. I would prefer that single-unit dwellings be built.

It is my understanding that Twin Falls has a house shortage,

not a housing shortage. By building more single-unit homes, it will invite families who have a genuine interest and investment in the area.

I am also concerned about the increase in traffic by having multi-unit dwellings and commercial areas.

Washington and Federation are already very busy roads. It is my opinion that by having multi-unit dwellings and commercial areas, the traffic would double or triple what it is currently experiencing.

All of the property west of this lot is zoned and already established as residential. It seems unsystematic to change the flow of development in this area by putting in commercial and multi-unit dwellings.

As a property owner whose east property line is shared with this lot, I am not in favor of re-zoning this area.

Respectfully,

Barry Hill

2022 Northern Sky Dr.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Monday, November 16, 2020 9:46:06 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Jennifer Campbell

[REDACTED]

Email: jennyobray@gmail.com

Comments:

To Whom It May Concern,

I have been made aware of the intent to change the zoning on this lot of land and place some businesses and 4-plex apartment style housing. I was not pleased when I heard this. I live in the Northern Sky Subdivision on Blue Sky Lane. Our neighborhood is a pleasant area without too much traffic and is very safe for children. I am worried that having a transient type housing so close to our neighborhood will decrease the safety of the area. The west side of Washington is all homes, I think it's inappropriate and unsafe to change this lot to something other than single homes. Keep the apartment style housing and businesses to the East side of Washington where they are already located.

I also find it concerning that someone thinks this location can handle the traffic that 104 apartment type units would bring to the area. The streets cannot handle that many more vehicles driving to and from that lot, onto Federation or Washington. It is already a busy enough area.

Thank you for listening and I hope you take my concerns seriously. I really want the best for Twin Falls and the area. I hope you do too.

Thank you,

Jennifer Campbell

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Monday, November 16, 2020 9:56:44 PM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Logan Campbell

[REDACTED]

Email: loganmcampbell@gmail.com

Comments:

Thank you for taking the time to listen to my concerns. I do not believe it is in the community's best interest to change this lot of land to apartments and business'. The neighborhood nearby is family single homes and this should remain that also. I want our neighborhood to remain a pleasant area with people who want to improve the area. I am afraid that if apartments went in it would add transient people who have no real investment in our community and the surrounding area. The Canyon Rim area is a beautiful area, with a wonderful trail, we want it to remain pleasant and beautiful. Lets keep this area single family homes, where the people who move in, will be planning to remain for a while and keep the area nice for their families.

I am also afraid that if this 4 plex housing is built, there will not be enough parking for the residents and any friends and family who come to visit. There is NO area that the parking could spill over. There is no room on Federation or Washington for cars to park and the residents of the Northern Sky Subdivision (of which I am a part) do not want extra cars parking up and down our streets. This is not the place for apartment buildings to be built.

I am completely for that lot of land being developed, but let's keep in single family homes and keep our neighborhood safe and pleasant without the extra traffic that apartments would bring.

Thanks for reading my remarks.

Logan Campbell

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 7:18:28 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Ronald Kerr

[REDACTED]

Email: hikerron@aol.com

Comments:

Planning and Zoning board,

I live in the Northern Sky subdivision and am adamantly opposed to this zoning change and development project. This is a beautiful section of town and an upscale neighborhood! To bring in anything other than single family dwellings would seriously detract from the beauty and character of this neighborhood. Multiple family dwellings would lower our home values and bring in families and individuals not committed to making this a special area of town to live in. We just sold our home of 29 years on the south side of Twin Falls to escape industrial development that we didn't want (natural gas injection facility). It seems like dejavu from July of this year. Please DO NOT APPROVE this zoning change and development!!! Keep it like the neighborhoods to the west!

Thanks, Ronald Kerr

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 8:15:10 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Michael Danielson

[REDACTED]

Email: danielson@benoitlaw.com

Comments:

I'm against this project and the rezoning that it would require. That corner (Federation and Washington) is busy enough in the mornings and evenings as it is. If we add multi-family housing into the mix, it's going to create a traffic nightmare for that area and getting out of the neighborhood onto Poleline. Additionally, people bought into the neighborhood on the understanding that the parcel of land in question was zoned single family residential. It isn't right to rezone it after the fact and change the nature of the neighborhood simply because a developer wants to do so. Finally, crime has already risen in the area. I have a friend who's car was broken into a few months ago at Federation point. Multi-family housing, in my opinion, can have a negative impact on crime levels, as it attracts more transient residents than homeowners.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 8:35:46 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Sarah Danielson

[REDACTED]

Email: sjdanielson77@gmail.com

Comments:

When we purchased our home almost 6 years ago we did so based primarily on location. We were told it would be single-family homes up to Washington Avenue—as that is what zoning dictated. Then, as now, there is a housing shortage of single-family homes.

I have reviewed this project and while we need more apartments in Twin, I believe this is a case of right project, wrong location. There are many reasons I feel this way:

1. Traffic on Washington and Federation is already heavy. 104 new apartments with 1-2 drivers per apartment would create additional traffic and bottlenecks in areas where there are many children playing in streets and where users of the greenway (pedestrians and bikers) are always out and about. This will create a dangerous situation for my children and the children of this neighborhood. Additional single-family homes would create far less burden on the roads.
2. West of Washington there are also single-family homes (albeit smaller town homes,) but the traffic and danger would be far less with a set up like that. These apartments will be sandwiched in by single family homes on both sides of Washington—making it a wrong location for this project.
3. According to your own land use policy, this location is ideal for single family homes—which there is a shortage of in Twin Falls. It would seem odd and out of place for apartments to be stuck into this area surrounded by single family homes. And zoning should not be changed while there is still a need for its current zoning.
4. What happens if there is a lack of parking for the tenants? There is no parking available along Washington. Will spillage be in our neighborhood?
5. Residents of this neighborhood are very close-knit. We socialize often and know each other's families. We pay property taxes and would like to see more families like ours in our neighborhood. A transient population that does not do any of these things would injure the fabric of our community.
6. There are families whose back yards will abut this project. These apartments will look over into their yards. An ugly block wall to prevent noise and unpleasant sites would damage the property values of our homes.

While I would like this property developed—Our community has a preference that this be more single-family homes of some kind or even office development for day use only near Federation—we do not want apartments placed on it. They will be out of place—surrounded by homes on both sides of Washington. Its just not a good fit for this project. There are better locations for it. I hope you will deny the change in zoning.

Thank you.

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 10:24:54 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: marilyn tarkalson
[REDACTED]

Email: mtarkalson@gmail.com

Comments:

I'm emailing regarding my concern for the new development. I have lived in this subdivision for 14 years. I love the neighborhood and the safety of this area. I would like to see this area only be for building homes for additional permanent families. I'm concerned if the apartments are built, this will be 104 units, therefor adding at least 208 additional drivers in our area.

Washington Street cannot sustain that increase in traffic.

Additional traffic from people who are transient (no investment into the neighborhood) may be dangerous. There are lots of kids in the area and their safety is a top priority.

Twin Falls has a house (not just housing) shortage and not enough houses on the market. It does not make sense to rezone that which is residential to a mixed-use type where houses will not be built.. West of Washington is a house area, not a commercial/apartment area and lets keep it that way. The neighborhood (Northern Sky) is a great neighborhood and we are very close and are invested in keeping this area save and clean. We would like to see more housing for families, not apartment, residents, who therefor do not directly pay property taxes, therefore, less invested in the area.

I don't want to see this area be a hybrid neighborhood, of housing, apartments and businesses mixed together.

The City has already designated this as residential. Seems inappropriate, considering the lack of houses in the area, to change that.. According to Land Use Policy 4.2, the fabric of this area is residential houses. That would be contravened by changing this to a multi-use area which goes against 4.2.

What happens if it is not enough parking for tenants, employees and customers? Where will it spill over to? Neither Federation or Washington can handle on-street parking there.

The residents of Northern Sky take pride in their neighborhood, pay real property taxes and have involvement in the community. We would like to see those who use this property to do the same. Transients have no investment in the area. .Transient housing (apartments) have no investment in their housing. Noise complaints and other public nuisance issues are higher in such condensed housing. We recognize that there are ordinances to protect against noise pollution. But it is a nuisance to have to enforce that (call the police) and can be even worse against tenants who have no personal investment in the neighborhood or their neighbors.

Please keep this area as residential only!

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 11:42:27 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Michael Wendler

[REDACTED]

Email: mikeandamywendler@gmail.com

Comments:

Dear commission,

I write today in opposition of the zoning change for the land at the corner of Federation Road and Washington Street. I am a nearby resident who is directly affected by the proposed change. I have been a Twin Falls resident for 15 years, the last 6 of which have been in the neighborhood directly beside this property.

There are multiple reasons why I oppose this zoning change which include lack of proper infrastructure, prior precedent, the canyon rim, light and noise pollution, and the neighborhood environment.

First, it is my opinion this area lacks the proper roadway infrastructure for the drastically increased traffic that will be brought by a 104 unit apartment complex plus

office spaces. According to publicly available data, the average household uses 1.88 cars, for an increase of 195 cars in the area, not including the office space traffic. Especially during the work week, I would expect that each driver would leave and return home once at a minimum to go to work. That means, at a bare minimum, we can expect to have an extra 390 cars on this road each day, which is not even including personal trips, or accounting for the office traffic. It is easy to see how this could increase to the realm of an extra 1000 cars per day in this area. I drive this area several times each day going to and from home. There is lots of foot traffic from the surrounding neighborhoods to include children walking and on bikes. There are no sidewalks connecting the western rim trail to the central rim trail which results in groups of people walking on, or near, the roadway. This has already led to close calls in the area. Adding an extra 1000 cars a day to this road would inevitably lead to an increase in crashes, not to mention the risk to this highly pedestrian area. It is just a tragedy waiting to happen. Due to the geography of the area, both Federation Road and Washington Street terminate right by this development. Without significant changes to the current roadway system, which is greatly restricted by the geography of the canyon rim, there is no way for these roads to support this drastic increase in traffic for the area. This is further aggravated by the fact there is a not-insignificant rise in the roadway south of this development driving north on Washington Street. This rise already creates problems and near-misses for traffic moving through the intersection of Washington Street North and Canyon Crest due to the lack of visibility. This would only get worse with this proposal.

There is prior precedent for this to be zoned a residential neighborhood. It is currently zoned R2 for regular housing use which would allow for, at most, duplexes to be installed. This was a wise choice by the planners due to reasons listed above, and the fact this is in fact a residential area. There is no commercial business or multi-unit housing in this area. It exists on the east side of Washington Street which is a natural dividing line. The increase in traffic brought by commercial businesses and multi-unit housing to the east of Washington Street already brings with it an increase in traffic which affects traffic flows, but they are currently barely manageable. The application to P&Z insinuates that a commercial development here would be a natural transition from the Twin Falls Gun Club to commercial developments east of Washington

Street. Having lived in this neighborhood, I can tell you this is simply not true. The Gun Club is a unique business unlikely any other in the city. It operates exactly as the name implies. It is a business yes, but it is much more a club than anything else. The members and patrons are largely well-known to each other, and the neighborhood, and they make efforts to minimize any impact on the neighborhood from the infrequent large scale event. Even with this in mind, events create traffic issues on Federation Road, causing traffic to slow, allowing only one lane through at a time, and making it difficult for pedestrians to move through the area. These are folks who are committed to the neighborhood and have a vested interest in the area. Those in multi-unit transient housing will most likely not have this level of vested interest, leading to much bigger issues for traffic and pedestrians. This is the only 'business' west of Washington all the way through to Park View, and that's the way it should remain. As a local resident, I can attest that the argument that it would be a transition from the Gun CLUB to the developments on the east side of Washington Street is simply a red herring. It's not true and seeks to convince the commission of an idea that what would otherwise not even be considered is a good idea. Allowing a mixed-use area would lead to a lack of continuity as it directly abuts the residential neighborhood.

This is a residential neighborhood full of folks who are invested in the area. The surrounding neighborhood is chock full of young families that have created a community of individuals that look out and care for one another. The residents take pride in their neighborhood and take pride in being involved in the community, locally, and city-wide. On the other hand, transient housing (apartments) have little investment in their neighborhood and maintaining or fostering the community environment. This is not meant as a slight in any way, I am only stating the fact that it is not long-term housing. It might be months or years instead of decades. Occupants can leave at any time with little notice, leaving this neighborhood behind. Meanwhile, residents, who have worked so hard to create a community, are left to deal with the effects of the development and new occupants time and again. It is a known fact that transient housing brings with it an increase in light and noise pollution. Due to the fact there are no nearby business, local residents enjoy a largely unimpeded view of the night sky and canyon at night. A large development full of lighting will change this drastically. Also, transient occupants bring a natural increase in noise.

There are codes and statutes to deal with noise problems, yes, but having a development like this directly next to a residential neighborhood will no doubt increase calls for service to the Police Department to deal with noise complaints. In this neighborhood there are a very low amount of calls for police service because neighbors largely talk to each other about issues. A development such as the one proposed, largely reduces or negates the ability for our residential neighborhood to work things out without police service as it isn't feasible for our neighborhood to continually self-police an entire development like this. The Twin Falls Master Plan, under Community Character Policy 4.2, encourages commercial development 'in appropriate areas'. The development is an interesting idea, and there may be a place in Twin Falls for this to exist, but it is not appropriate in this area. Further, the Master Plan states in 'Community Design and Character: the Canyon Rim' that having retail development on the canyon rim compromises the landscape that it is. This is exactly right and true and goes back to my point about light and noise pollution. Our neighborhood is not against development, but this is haphazard growth not appropriate to this particular area. Another thing to consider to this point is that Federation Point is a viewpoint accessed by many people from outside the community. It is not at all unusual to see license plates from all over the country parked there. The light and noise pollution presented by this development will likely diminish the attraction of such an area, reducing those that stop here and spend money at local businesses.

Lastly, I would kindly appeal to you as a resident. I looked at several different areas to live before I chose the northwestern part of Twin Falls. I initially looked at a couple neighborhoods in central Twin Falls and southern Twin Falls, but in the particular neighborhoods I looked at I did not care for the proximity to retail businesses, transient housing, and lack of care for the neighborhoods. We were specifically looking for a residential community of like-minded and like-hearted individuals with families, kids, and events. We found it in this neighborhood. We paid a premium on the land to purchase here specifically for this very reason, to avoid close developments like the one proposed. We love our neighborhood, our friends, our family, and the community here and we welcome residential properties in this location that would contribute to this community with the whole-hearted investment that can only come from significant financial and spiritual investment into the neighborhood. Thank you for your time and

consideration. I pray that you do not approve this zoning change and it remains as currently zoned.

Michael Wendler

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0104
Date: Tuesday, November 17, 2020 11:44:48 AM

A public comment has been submitted for PZ20-0104 presented at the Planning and Zoning Meeting on 11/17/2020.

Name: Amy Wendler

[REDACTED]

Email: mikeandamywendler@gmail.com

Comments:

Dear commission,

I write today in opposition of the zoning change for the land at the corner of Federation Road and Washington Street. My name is Amy Wendler and I am married to Michael Wendler. If you read his comments, there is no reason to read these again. We wrote our comments together and I agree wholeheartedly. Thank you.

I am a nearby resident who is directly affected by the proposed change. I have been a Twin Falls resident for 15 years, the last 6 of which have been in the neighborhood directly beside this property.

There are multiple reasons why I oppose this zoning change which include lack of proper infrastructure, prior precedent, the canyon rim, light and noise pollution, and the neighborhood environment.

First, it is my opinion this area lacks the proper roadway infrastructure for the drastically increased traffic that will be brought by a 104 unit apartment complex plus office spaces. According to publicly available data, the average household uses 1.88 cars, for an increase of 195 cars in the area, not including the office space traffic. Especially during the work week, I would expect that each driver would leave and return home once at a minimum to go to work. That means, at a bare minimum, we can expect to have an extra 390 cars on this road each day, which is not even including personal trips, or accounting for the office traffic. It is easy to see how this could increase to the realm of an extra 1000 cars per day in this area. I drive this area several times each day going to and from home. There is lots of foot traffic from the surrounding neighborhoods to include children walking and on bikes. There are no sidewalks connecting the western rim trail to the central rim trail which results in groups of people walking on, or near, the roadway. This has already led to close calls in the area. Adding an extra 1000 cars a day to this road would inevitably lead to an increase in crashes, not to mention the risk to this highly pedestrian area. It is just a tragedy waiting to happen. Due to the geography of the area, both Federation Road and Washington Street terminate right by this development. Without significant changes to the current roadway system, which is greatly restricted by the geography of the canyon rim, there is no way for these roads to support this drastic increase in traffic for the area. This is further aggravated by the fact there is a not-insignificant rise in the roadway south of this development driving north on Washington Street. This rise already creates problems and near-misses for traffic moving through the intersection of Washington Street North and Canyon Crest due to the lack of visibility. This would only get worse with this proposal.

There is prior precedent for this to be zoned a residential neighborhood. It is currently zoned R2 for regular housing use which would allow for, at most, duplexes to be installed. This was a wise choice by the planners due to reasons listed above, and the fact this is in fact a residential area. There is no commercial business or multi-unit housing in this area. It exists on the east side of Washington Street which is a natural dividing line. The increase in traffic

brought by commercial businesses and multi-unit housing to the east of Washington Street already brings with it an increase in traffic which affects traffic flows, but they are currently barely manageable. The application to P&Z insinuates that a commercial development here would be a natural transition from the Twin Falls Gun Club to commercial developments east of Washington Street. Having lived in this neighborhood, I can tell you this is simply not true. The Gun Club is a unique business unlikely any other in the city. It operates exactly as the name implies. It is a business yes, but it is much more a club than anything else. The members and patrons are largely well-known to each other, and the neighborhood, and they make efforts to minimize any impact on the neighborhood from the infrequent large scale event. Even with this in mind, events create traffic issues on Federation Road, causing traffic to slow, allowing only one lane through at a time, and making it difficult for pedestrians to move through the area. These are folks who are committed to the neighborhood and have a vested interest in the area. Those in multi-unit transient housing will most likely not have this level of vested interest, leading to much bigger issues for traffic and pedestrians. This is the only 'business' west of Washington all the way through to Park View, and that's the way it should remain. As a local resident, I can attest that the argument that it would be a transition from the Gun CLUB to the developments on the east side of Washington Street is simply a red herring. It's not true and seeks to convince the commission of an idea that what would otherwise not even be considered is a good idea. Allowing a mixed-use area would lead to a lack of continuity as it directly abuts the residential neighborhood.

This is a residential neighborhood full of folks who are invested in the area. The surrounding neighborhood is chock full of young families that have created a community of individuals that look out and care for one another. The residents take pride in their neighborhood and take pride in being involved in the community, locally, and city-wide. On the other hand, transient housing (apartments) have little investment in their neighborhood and maintaining or fostering the community environment. This is not meant as a slight in any way, I am only stating the fact that it is not long-term housing. It might be months or years instead of decades. Occupants can leave at any time with little notice, leaving this neighborhood behind. Meanwhile, residents, who have worked so hard to create a community, are left to deal with the effects of the development and

new occupants time and again. It is a known fact that transient housing brings with it an increase in light and noise pollution. Due to the fact there are no nearby business, local residents enjoy a largely unimpeded view of the night sky and canyon at night. A large development full of lighting will change this drastically. Also, transient occupants bring a natural increase in noise. There are codes and statutes to deal with noise problems, yes, but having a development like this directly next to a residential neighborhood will no doubt increase calls for service to the Police Department to deal with noise complaints. In this neighborhood there are a very low amount of calls for police service because neighbors largely talk to each other about issues. A development such as the one proposed, largely reduces or negates the ability for our residential neighborhood to work things out without police service as it isn't feasible for our neighborhood to continually self-police an entire development like this. The Twin Falls Master Plan, under Community Character Policy 4.2, encourages commercial development 'in appropriate areas'. The development is an interesting idea, and there may be a place in Twin Falls for this to exist, but it is not appropriate in this area. Further, the Master Plan states in 'Community Design and Character: the Canyon Rim' that having retail development on the canyon rim compromises the landscape that it is. This is exactly right and true and goes back to my point about light and noise pollution. Our neighborhood is not against development, but this is haphazard growth not appropriate to this particular area. Another thing to consider to this point is that Federation Point is a viewpoint accessed by many people from outside the community. It is not at all unusual to see license plates from all over the country parked there. The light and noise pollution presented by this development will likely diminish the attraction of such an area, reducing those that stop here and spend money at local businesses.

Lastly, I would kindly appeal to you as a resident. I looked at several different areas to live before I chose the northwestern part of Twin Falls. I initially looked at a couple neighborhoods in central Twin Falls and southern Twin Falls, but in the particular neighborhoods I looked at I did not care for the proximity to retail businesses, transient housing, and lack of care for the neighborhoods. We were specifically looking for a residential community of like-minded and like-hearted individuals with families, kids, and events. We found it in this neighborhood. We paid a premium on the land to purchase here specifically for this

very reason, to avoid close developments like the one proposed. We love our neighborhood, our friends, our family, and the community here and we welcome residential properties in this location that would contribute to this community with the whole-hearted investment that can only come from significant financial and spiritual investment into the neighborhood. Thank you for your time and consideration. I pray that you do not approve this zoning change and it remains as currently zoned.

Amy Wendler

**Twin Falls Gun Club
230 Federation Rd.
Twin Falls, Idaho, 83301**

November 17, 2020

Subject: Hearing Regarding Zoning District Change and Map Amendment for 11.08 acres at Federation Rd. and Washington St. North

Reference: Notice of Public Hearing

Introduction: To the Planning and Zoning Commission and City Council for the City of Twin Falls, please be advised of the following invited public testimony from the Twin Falls Gun Club, located at 230 Federation Rd, directly adjacent and north to the subject 11.08 acres.

Issue Being Discussed: As understood by the Board of Directors of the Twin Falls Gun Club and described in the Notice of Public Hearing authored by the Planning and Zoning Commission, the question of Annexation and Zoning Change and Map Amendment from its current R2 to RM ZDA for approximately 11.08 acres at the Southwest corner of Federation Rd. and Washington St. north. This zoning change would allow both commercial business and residential 4 plex multiple housing to be constructed, with related infrastructure such as roads, lighting and utilities, to support the significantly increased population and use.

Twin Falls Gun Club Property Use Description: The Gun Club has occupied its current location on the South side of the Snake River Canyon for approximately 100 years. We are a public, outdoor gun range for shotgun use only for the games of trap and skeet. Further, the club is open year-round from 10am to 5pm on Thursdays and Sunday normal hours, except for league events or special competitions which may include days Friday and Saturday with similar hours. In addition, the gun club has parking areas, permanent clubhouse, RV campgrounds and storage areas. Also, in the spirit of being a good neighbor, the gun club has constructed a 10' earth berm on its western property line, in order to mitigate noise for the comfort of the newer constructed housing projects.

Comment and Position of the Twin Falls Gun Club Regarding Approval and Disapproval of Subject Proposed Zoning District Change and Map Amendment: The Twin Falls Gun Club supports the proposed Zoning District Change and Map Amendment to allow for Commercial development within the described 11.08 acres. Such commercial development would not adversely affect the property use of the Gun Club, described above in Property Use Description. This approval of commercial rezoning, however, is conditioned upon the promise of written notification to any property buyer, lessor or lessee, that the Twin Falls Gun Club is an outdoor shooting range and certain popping from shotguns being fired may be heard within the proposed zoning district change within the hours and days mentioned above.

Regarding the proposed Zoning District Change and Map Amendment to allow for residential 4 plex multiple housing development within the described 11.08 acres, the Twin Falls Gun Club disapproves this recommendation for rezoning. The reason for this position is the significantly increased foot traffic along the fence line and property boundaries of the gun club, both during open hours and closed hours, possibly resulting in property damage, trespass, personal injury, increased liability to the gun club and anticipated noise objections.

Closing: The above represents the position of the Twin Falls Gun Club regarding the proposed zoning district change and map amendment. The gun club appreciates its opportunity to voice its support and concerns regarding the above and further appreciates its on-going positive relationship with the City and County of Twin Falls.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles Whitney", with a stylized flourish extending to the right.

Charles Whitney
President

NEIGHBOR'S SUPPLEMENTAL REPORT

Regarding Application PZ20-0104

By Kirk Melton

I live near the area that is proposed to be rezoned. After going through this process with the Planning and Zoning Commission and reviewing the “Comprehensive Staff Report” presented to P&Z, I have prepared this more comprehensive report outlining some of the concerns of the citizens neighboring this proposed development. Please note that this is not exhaustive of all of the concerns, only those we have felt have been overlooked, omitted, or mischaracterized in the application and previous presentation.

Development is Mischaracterized

Put simply, the proposal does not fit the area. It was noted by a citizen at the P&Z hearing that this is why the citizen felt the developer was making “voluntary” concessions, because the developer knows it does not fit. The current boundary and buffer between commercial and residential zones is, and has been, Washington Street. The proposal seeks to change that, invade the R-2 zone and place commercial and dense residential fourplexes along the back property lines of the homes on Northern Sky Drive.

To accomplish this, the developer seeks to change the R-2 zone to RM. However, if the council examines the application closely, the developer lists a number of proposed uses that are not typical to RM zones. Rather, they more closely align with C1 or CB. The purpose of the RM zone is “to provide for a mixture of residential housing types in a unified environment planned and approved through the ZDA process.” Twin Falls Ordinance 10-4-15.1 (emphasis added). With that in mind, I have prepared a table showing the proposed uses listed by the developer. Next to each proposed use, I have indicated whether such a use is allowed in RM, RM (with a special use permit), CB or C1. After reviewing the table, it becomes apparent that what is being requested aligns, by far, more closely with CB or C1, not RM. It’s worth noting that R-2 zones mirror the RM zone uses in this chart, with the exception of fourplexes and nursing homes.

Proposed Use	RM	Special Use RM	CB	C1
Four-plex	X		X	X
Government Office			X	X
Doctor’s Offices			X	X
Bed and Breakfast		X	X	X
Household units in same building as an allowed use by the owner			X	X
Household units in the upper floors of commercial or			X	X

professional buildings				
Antique shop			X (general merchandise)	X (general merchandise)
Apparel and accessories			X	X
Art galleries and frame shops			X (general merchandise)	X (general merchandise)
Bakery			X	X
Bookstore			X	X
Craft shop (retail)			X	X
Eating places			X	X
Florist shop			X	X
Food, drugs, etc.			X	X
General Merchandise			X	X
Hardware store			X	X
Hobby and toy store			X	X
Home furnishings and appliances			X	X
Ice cream store			X	X
Import store			X	X
Laundering and dry cleaning			X	X
Laundromats			X	X
Music store			X	X
Sporting goods store			X	X
Advertising			X	X
Apparel repair and alteration			X	X
Beauty and barber shops			X	X
Cottage businesses				
Finance and investment offices			X	X
Insurance and related business			X	X
Photographic studios			X	X
Professional organizations			X	X
Professionals services			X	X

Real estate and related businesses			X	X
Any facility with drive-thru			X	X
Public parks and playgrounds with crowd attracting facilities		X	X	X
Funeral chapels			X	X
Schools-private, single purpose			X	X
Schools-private, vocational and/or academic			X	X
Schools-public		X	X	X
Theaters-indoor			X	X
Wedding chapels and/or reception halls			X	X
Accessory Buildings			X	X
Nursing homes		X	X	X
Alcoholic beverages			X	X
Permitted retail/trade outside of 7am-10pm			X	X
Pet shop			X	X
Dog Grooming			X	X
Athletic areas			X	X
Indoor recreation facility			X	X

Most of the developer's proposed uses are not even permitted with a special use permit under RM. Thus, to call this a RM zone, as it is currently proposed, is somewhat misleading as it is actually CB or C1, similar to the east side of Washington. Proposing commercial buildings with fourplexes also goes against the purpose of RM of "residential housing types in a unified environment." Allowing the current C1 to traverse Washington Street and infiltrate up to the backyards of existing homeowners, would be inappropriate and out of place.

To further illustrate this point that this is out of place, the Council should consider the recent development on the northern-most end of Harrison Street. That area is zoned C1 and has a pinwheel fourplex like those in the proposal (without retail businesses on the same lot). That development is just north of a hotel and across the street from an assisted living center and

business complex (where Papa Murphy's is). The only difference is that there are no commercial or retail businesses on the same lot as the fourplexes. See the pictures below.



Despite any “voluntary” concessions, what the proposal is really suggesting is to change the character of the area from R-2 to CB or C1. The result will be similar to what is shown in the pictures above and place it in the backyards of single-family homes. The council should not turn a blind eye to this mischaracterization, look at the proposal for what it really proposes (a CB or C1 zoning) and the effects this will have on existing homeowners.

The Proposal would reduce the buffer zone

The developer suggests that RM will serve as a buffer zone between the commercial properties on the east side of Washington and the single-family homes on the west side of Washington. However, as shown above, in actuality the developer's proposal will have the opposite effect—there will be less buffer between single-family residences and commercial/retail buildings.

Currently, under R2 zoning, hypothetical residences on the vacant lot would enjoy the width of Washington Street and an additional 50-70 feet of landscaping as a buffer between the zones (approximately 100 feet). The developer's proposal would shrink that to 10 feet. There would be 10 feet between commercial units/fourplexes and the back property lines of single-family residences. This is illustrated by the photographs below.



In addition to the closer proximity, the developer's proposal will change the nature of the neighboring commercial units. Currently, the nearest retail establishment to the neighborhood is Elevation 486, a restaurant hundreds of feet away. The developer's proposal would put retail establishments (together with their increased noise, as well as human and vehicular traffic) to the back door of the neighborhood homes. Rather than create a buffer, the proposal eliminates it and brings commercial and retail much closer homeowners' back doors.

Setbacks

At the P&Z hearing, several citizens expressed concern about having two-story fourplexes just 10 feet away from their back privacy fences, rendering the fences useless as occupants of the second story of the fourplex could simply look down into their backyard. To alleviate this concern, P&Z suggested making the setback 20 feet, since that would be the same as the R-2 setback. While this may technically be true, it is misleading in reality.

In this area, the houses are built on the front yard setback line, reserving the remainder of the lot for backyard space (usually about 50 feet, leaving 100 feet between houses on different streets). If the developer were to construct single family residences on the proposal property, this practice would likely result in 100 feet between residences. If that were the case, even a two story home would not result in the same privacy issues. This is not the same as having fourplexes packed together and 20 feet away from the property line. There would be a two story wall just 20 feet away from the single family home fences. This would still result in a substantial invasion of privacy of the neighboring homeowners.

This proposal is wholly contrary to the Comprehensive Plan

The developer asserted that the proposal complied with Land Use Goal 3, Land Use Goal 5, and Community Character – Protect and preserve the Canyon Rim Experience. Despite the developer's arguments, the proposal is entirely inconsistent with the Comprehensive Plan. The relevant excerpts of the plan are attached to this report for reference. Each of these will be addressed in turn.

1. Land Use Goal 3: The developer contends that the proposal encourages mixed use developments. However, that argument ignores half of the stated goal. Land Use Goal 3 states, "Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments that keeps the densities and patterns of historic **downtown neighborhoods.**" (Emphasis added). This area is not a downtown neighborhood. This goal does not apply.
2. Land Use Goal 5: The developer contends that the proposal creates great neighborhoods with a wider range of housing types, mix of uses and amenities. This could be true with any large commercial development or apartment complex next to single family neighborhoods. That does not make it appropriate. It is not clear how doing placing such creates a "great neighborhood."

3. Community Character – Protect and preserve the Canyon Rim Experience. The developer contends that it satisfies this goal by offering an addition to the Canyon Rim Trail. However, such an addition could be provided by any proposal at that location. That alone does not validate an improper proposal. Furthermore, if the council reviews the remaining language of that goal, it provides that “[r]etail development along the Canyon Rim threatens the appeal and natural quality of the Rim.” The proposal includes placing retail stores close to the Rim. Therefore, the proposal does not satisfy this element of the Comprehensive Plan but contravenes it.

Accordingly, the proposal arguably satisfies no part of the Comprehensive Plan. Making matters worse, it is actually contrary to other portions of the Comprehensive Plan. I have already discussed how it violates Community Character and protection and preservation of the canyon rim experience. In addition, it violates the following:

1. Future Land Use Map: This map designates the area as “Town Neighborhoods.” “Town Neighborhoods” includes single-family attached and detached, duplexes, triplexes, and townhomes, parks and recreation facilities, schools, and civic facilities. The Proposal seeks to place fourplexes and business/retail buildings on this area, which is contrary to the Future Land Use Map.
2. Land Use Goal 2: This goal states, “Transition from high-density in Downtown to low-density at the city edges to rural and agriculture within the Area of Impact and beyond.” The Proposal proposes packing in 104 residential units and multiple business/retail buildings in an area that would only allow, at most, 50 single-family dwellings in the same area. Doubling the density at the edge of the City runs contrary to this goal.
3. Land Use Policy 4.2: This policy states, “Respect the fabric of established neighborhoods when undertaking infill development projects.” The established neighborhood that abuts the proposed area consists of low density single-family dwellings. Placing high-density fourplexes along with retail/business buildings at the end of the backyards of the established neighborhood does not respect the fabric of established neighborhoods but simply ignores them. There would be no continuity from the single-family homes to the four-plex/business park.

Accordingly, the Proposal is directly contrary to at least 4 sections of the Comprehensive Plan while not directly satisfying any section in any unique way. The Comprehensive Plan was largely ignored by P&Z at the hearing below, other than lip service to the subtitle of the plan, “Grow with us” with no further analysis. As the proposal does not comply with the Comprehensive Plan, it violates Twin Falls Ordinance 10-6-1.2 (“Each ZDA shall...comply with the comprehensive plan.”).

Roads

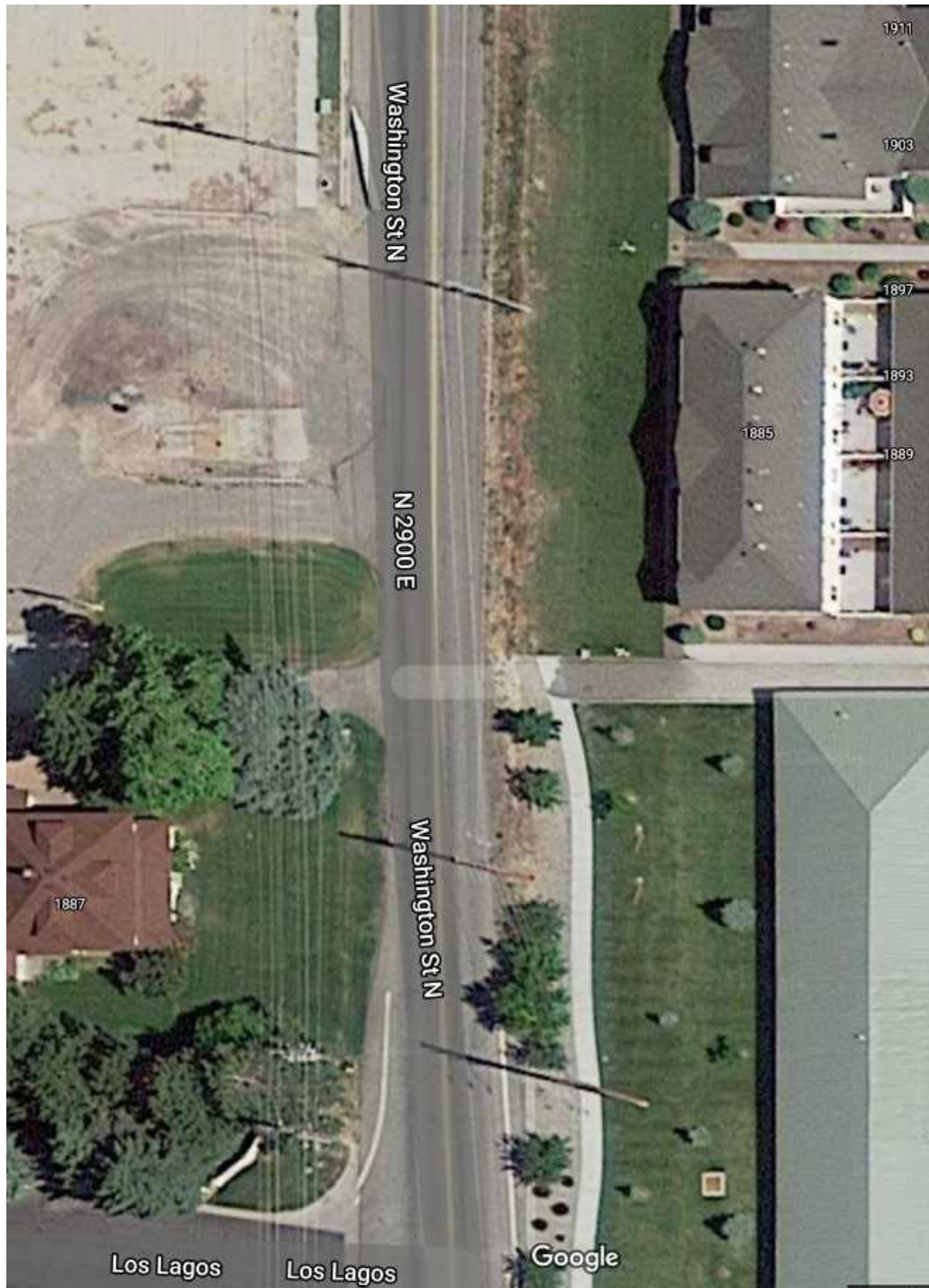
At the P&Z hearing, many individuals commented that Washington would not support the additional 208+ travelers on that road. That concern was brushed aside by the assertion that the

developer would be widening Washington and Federation next to the proposed lot. However, the concern was not the road next to the development, but south of that area. The following image shows where the problem area is from an aerial perspective:



Problem Area

A closer look reveals:



On the road, it bottlenecks just after the hotels and storage units on the east side of Washington. There is a section there that there is no sidewalk on either side of the road. At the P&Z hearing, it was represented that a traffic study was conducted and that it resulted in a conclusion that the roads would handle the additional traffic. I drive that road everyday and I have not seen a road study being conducted on that road in the past year. I would invite the Council Members to drive that section for themselves to truly understand. Regardless, the problem will not be addressed with the Proposal's enlargement of Washington and Federation north of this section.

Additional Comments and Issues:

Many individuals recounted that they had purchased their homes in the adjacent neighborhood because the lot at issue was zoned R-2. Even though this was expressed by many, P&Z commissioners did not address this concern at all. Many felt that to be odd because the preceding agenda item proposed houses next to an industrial zone and when the concern of houses next to industrial was raised, one commissioner stated, “When you buy a residential property, you already know what is around.” Despite this, P&Z took no time discussing that people bought their neighboring properties expecting this property to be R-2. Regardless, the City Council should take into consideration that Twin Falls citizens purchased their neighboring properties with this neighboring property being zoned R-2 and not C1 or CB.

At the P&Z hearing, the developer’s representative stated that none of those who spoke at the hearing had contacted him to express their concerns. However, this is irrelevant. There is no duty on the neighbors to approach the engineer to express concerns. Even if they wanted to, there was no contact information for the engineer on the notices that were provided. Lastly, on the other hand, the developer’s engineer never reached out to the neighbors to show the neighbors the proposal, inform them of the plan, or get their input before proceeding. It is unclear why the developer’s representative believes this burden should be shifted to the neighboring homeowners who had no information on the developer’s intentions. It would be unreasonable to do so. It also appears that it would be fruitless, as the developer’s representative approached several of the women who spoke at the P&Z hearing afterward to confront them. All this accomplished was leaving the women feeling uncomfortable and intimidated. That was inappropriate and not how such business should be conducted.

The Developer’s representative argued to the P&Z commission that he or his firm was involved in all of the developments in that area. This is irrelevant. An improper proposal is not rendered proper simply because a person involved has been involved in many developments in the area.

Finally, the Developer’s representative argued that none of the homeowners that spoke at the P&Z hearing lived on Northern Sky Drive—the street that is immediately west of the proposed development. This is also irrelevant and contrary to the reasons for sending notices out to an entire affected area. There could be a multitude of reasons why those persons did not come. Regardless, their opinion should not be given any greater or lesser weight than any of the neighbors who were statutorily required to be given notice. One of the commissioners noted that the property owner to the west of the northern part of proposed development did not voice an opposition to the proposal. However, that property owner was the owner of the entire lot that the proposal seeks to develop and sold that lot to the developer for a large sum. He does not oppose because he received a lot of money and his silence should not be evidence that the proposal is appropriate.

Conclusion

I hope this report provides more practical information for the City Council. The location of the proposal is simply not appropriate. It does not comply with the Comprehensive Plan to have the commercial aspects of the east side of Washington pushed into the backyards of people who live on the west side. I would ask that the City Council deny the application.

Kirk Melton

VISION

Land Use that encourages infill in town; creates great neighborhoods with a wider range of housing types, mix of uses, and amenities; and echoes densities and patterns reminiscent of the historic Downtown neighborhoods.

GOALS + POLICIES

Land Use Goal 1: Participate in regional strategies to capitalize on the interaction of jobs, housing balance, and transportation issues.

Land Use Policy 1.1: Through coordination with Twin Falls County and to continue to respond to growth, allow for the expansion of the Area of Impact boundary, as necessitated.

Land Use Goal 2: Transition from high-density in Downtown to low-density at the city edges to rural and agriculture within the Area of Impact and beyond.

Land Use Policy 2.1: Protect and enhance the agricultural open space surrounding the City. Such protection is not limited to the physical protection of land, but includes the retention and development of working farms.

Land Use Policy 2.2: Consolidate development on rural land to preserve agricultural and open lands. Developments on rural land should be contiguous to and compatible with existing development, compact, and should result in the conservation of unbuilt land. They should also be located to avoid prime farmland.

Land Use Action 2.2-1: Encourage voluntary farmland preservation and provide incentives for the dedication of land into land trusts.

Land Use Action 2.2-2: Develop land contiguously, and in the form of cluster subdivisions with large areas of open space to accommodate buffers between residential and existing industrial and/or agricultural uses.

Land Use Action 2.2-3: Where appropriate, work with land trusts and other agencies to develop appropriate conservation easements. In addition, develop policies that ensure urbanized land and working farmland do not interfere with each other. Such arrangements may include buffers against odor and runoff and community-supported agriculture.

Land Use Policy 2.3: Investigate the development of disclosure notices for residential areas adjacent to industrial and agricultural production areas. Investigate code enhancements for transition and buffer requirements between such uses.

Land Use Goal 3: Encourage mixed use developments that provide the benefits of more compact, denser development with a mix of living, shopping, and working environments that keeps the densities and patterns of historic downtown neighborhoods.

Land Use Policy 3.1: Encourage pedestrian connections within mixed use development areas, to adjacent development, and to existing and proposed trails.

Land Use Policy 3.2: Encourage structures and site layout within mixed use developments that are more adaptable to change of use and change over time.



Land Use Policy 3.3: Encourage a suitable minimum level of development compactness and density within mixed use developments to increase opportunities for shared parking facilities, the creation of public gathering spaces and open lands.

Land Use Action 3.3-1: Update zoning code to allow higher density in appropriate zones.

Land Use Goal 4: Preserve and restore historic neighborhoods and buildings.

Land Use Policy 4.1: Encourage new developments to respond to the positive qualities of the place where they are proposed and to enhance that place through elements of their development. Developers should consider the character-enhancing role played by the use of materials and color.

Land Use Policy 4.2: Respect the fabric of established neighborhoods when undertaking infill development projects.

Land Use Policy 4.3: While accommodating increased density, build on the historic qualities and features that distinguish the area.

Land Use Policy 4.4: Define and develop Twin Fall's cultural and historic assets as important marketing and image-building tools of the city's business districts and neighborhoods.

Land Use Goal 5: Create great neighborhoods with a wider range of housing types, mix of uses, and amenities.



Gateways and Viewsheds

Twin Falls setting provides opportunities for spectacular views of the Canyon, Shoshone Falls, Dierkes Lake, and the expansive agriculture land located on the edges of the community. Residents feel an important aspect of creating a sense of place includes maintaining the sense of arrival at gateways and preserving the open view corridors at key points within the City. Residents reported not wanting development to be obtrusive or to unduly compromise these views. Gateway areas can also buffer the transition of land uses from agricultural land to more urban development areas.

The Canyon Rim area has changed significantly in recent years. As one enters Twin Falls from the north via Perrine Bridge, the "touchdown" area is generally well-designed and understated, creating a positive first impression that is grounded by the dynamic canyon walls and the surrounding landscape. As one proceeds south, the rush of the Blue Lakes traffic and the "commercial strip" dominates, severely diminishing the initial "welcoming" experience at the bridge. The miles-long "strip" that follows makes orientation difficult for the first-time visitor, and provides no clues that a Historic Downtown and other unique destinations await.

The Canyon Rim

A major contributor to the character of Twin Falls is the Canyon Rim. Development along the Canyon Rim is a key issue mentioned by the public in relation to Community Character. Development near the Canyon Rim should be carefully considered, helping to ensure the preservation of unique resources provided by the unique and iconic landscape. Retail development along the Canyon Rim threatens the appeal and natural quality of the Rim. The Canyon Rim is an important natural feature and viewpoint, a striking visual landscape, and a coveted recreational site. In order to ensure that the integrity of the Canyon Rim is preserved, a balance between acceptable developmental uses and necessary preservation should prevail.



Image Source: http://kellyjonesbooks.com/images/gallery/canyon_rim_trail.jpg

MAP 3: FUTURE LAND USE MAP

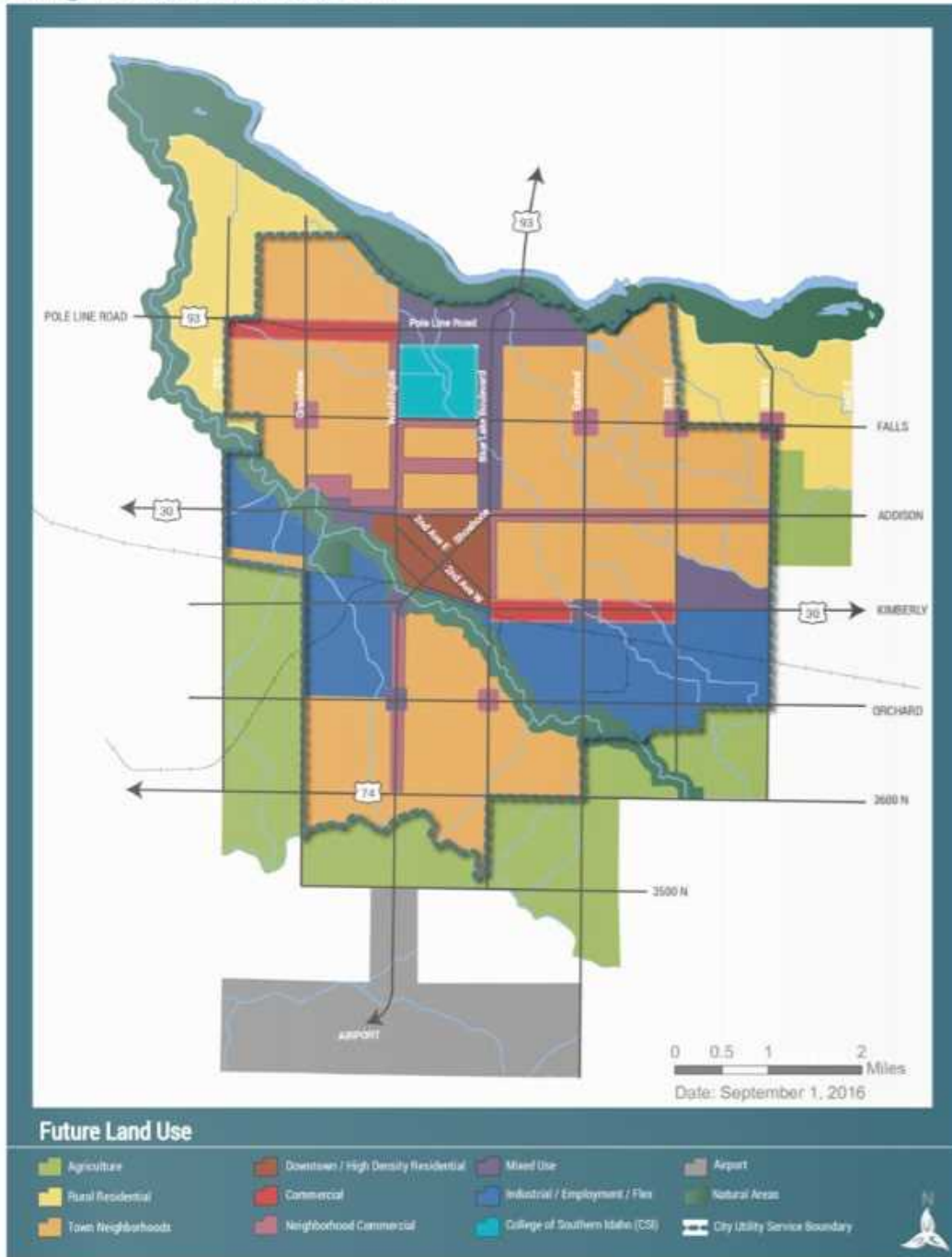


TABLE 1: FUTURE LAND USE CATEGORIES

FUTUREWORK

<i>Future Land Use Category</i>	<i>Defining Characteristics</i>	<i>Land Use Mix</i>	<i>Gross Density/Size</i>
<i>Rural Residential</i>	• Large-lot residential with integrated agricultural/open space uses • Provides transition from agricultural land located on the outskirts of the City • Homes might not be served by public water and/or wastewater system	• Single-family detached • Agriculture • Open space • Multi-use trails	Residential lots > 1 acre
<i>Town Neighborhoods</i>	• Primarily residential in character • Lot sizes are smaller than found in Rural Residential • Contiguous, and clustered development to maximize open space and community gathering areas	• Single-family attached and detached • Duplexes, triplexes, and townhomes • Parks and recreation facilities • Schools • Civic facilities	2 - 10 DU per Acre
<i>Downtown/ High Density Residential</i>	• Central business district serving the local and regional area • Diverse mix of land use, including restaurants, retail, community and civic facilities, and residential • Encourages redevelopment and infill • Scaled to create a functional, walkable, pedestrian friendly environment • Civic and community facilities that are open to the public • Regional and local educational and community serving facilities	• Retail and services • Offices • Hotels • Entertainment, arts, and culture • Plazas and parks • Vertical, mixed use housing • Government buildings • Schools • Recreation facilities	8 - 25 DU per acre
<i>Neighborhood Commercial</i>	• Provides supporting services and small-scale commercial for the surrounding neighborhood • Designed to complement the neighborhoods character	• Neighborhood-serving commercial • Townhomes • Condominiums • Apartments • Senior /student housing • Small-scale office and retail • Civic and community facilities	6 - 12 DU per acre
<i>Mixed Use</i>	• Serves local and regional commercial • Siting at intersections of major arterials • Typically anchored by a grocery store, civic, or entertainment uses • Allows high-intensity mixed use development in a compact, pedestrian oriented environment • Pedestrian activity is the highest priority; buildings should be located close to the street. Wide sidewalks, street furniture, and other amenities are strongly encouraged	• Retail • Office • Restaurants • Civic • Entertainment, arts, and culture • Vertical, mixed use • Townhomes • Condominiums • Apartments • Senior /student housing • Hotels • Plazas and parks	10 - 20 DU per acre