



Twin Falls City Council Agenda

Monday, January 11, 2021, 5:00 PM

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

****AMENDED AGENDA****

Addition to the agenda: 5)d)

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 31, 2020, through January 6, 2021.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve January 4, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to Approve the Findings of Fact and Conclusions of Law for the J&J Subdivision Final Plat.
By: Jonathan Spendlove, Planning and Zoning Director
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Request to award the Harmon Park Parking Lot Project to Kloefer, Inc. of Twin Falls, Idaho, in the amount of \$508,731.06 and authorize a 10% contingency in the amount of \$50,000 for potential change orders.
By: Josh Baird, Staff Engineer
 - b) **ACTION ITEM:** Request approval of an amendment of the master contract between the City of Twin Falls and Pivot North Architects. The document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility.
By: Les Kenworthy, Fire Chief
 - c) **ACTION ITEM:** Approving the use of revenue anticipation notes to allow for the construction of Fire Station 2 and Fire Station 3.
By: Branna Howard, Chief Financial Officer

- d) **ACTION ITEM:** Request to approve a resolution to lease one thousand (1,000) water shares to Southwest Irrigation District.

By: Shayne Nope, City Attorney

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 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. On December 8, 2020, the Planning & Zoning Commission recommended approval to City Council of this request by a vote of 4-1. (PZ20-0088)

By: Liz Hart, Senior Planner

9) ADJOURNMENT

- a) **ACTION ITEM:** ADJOURN TO 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, January 4, 2021, 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 (by phone), Vice Mayor Ruth Pierce, Council Member Shawn Barigar (by phone), Craig Hawkins, Greg Lanting, Christopher Reid.

Absent: Council Member Nikki Boyd.

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, City Planner Lisa Strickland, City Engineer Mark Holtzen, Public Works Director, Police Chief Craig Kingsbury, Public Information Officer Joshua Palmer, Help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE:

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

3) PROCLAMATIONS:

a) Republic of Artsakh - Requested by Liyah Babayan

Vice Mayor Pierce read the *Republic of Artsakh Resolution* and presented it to Liyah Babayan

4) CONSENT CALENDAR

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

- a) Request to approve the Accounts Payable for December 17-30, 2020.
- b) Request to approve December 21, 2020, City Council Minutes.
- c) Request to change the street name of Dina Street to Zephlyn Street, as platted in ZCountry Estates Subdivision.
- d) Request to approve the Findings of Fact and Conclusions of Law:
McCollum Enterprises Annexation
Federation Pointe Annexation and Zoning District Change
- e) Request for approval of the Final Plat for J & J Meadows approximately .42 acres to develop 2 residential lots located at 1751 3rd Avenue East c/o EHM Engineers, Inc on behalf of Jacob Winters (PZ20-0143)

5) ITEMS OF CONSIDERATION

a) Request to appoint Jennifer Hall to serve as a Library Trustee to a full-term of office from January 2021-2026.

Public Library Director Bartley requested to appoint Jennifer Hall to serve as a Library Trustee to serve a full-term of office from January 2021-2026.

Jennifer Hall spoke to the Council about herself.

Discussion ensued on the following:

Council Member Hawkins: Welcomed Ms. Hall

Council Member Reid: Welcomed Ms. Hall.

MOTION: Council Member Reid moved to approve the request to appoint Jennifer Hall to serve as a Library Trustee to serve a full-term of office from January 2021-2026. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Request to approve the FY2021 Certified Local Grant application to the Idaho State Historical Society for the Twin Falls City Historic Preservation Commission. (PZ20-0132)
City Planner Strickland requested to approve the FY2021 Certified Local Grant application to the Idaho State Historical Society for the Twin Falls City Historic Preservation Commission. (PZ20-0132)

Discussion ensued on the following: None

MOTION: Council Member Hawkins moved to approve the request to approve the FY2021 Certified Local Grant application to the Idaho State Historical Society for the Twin Falls City Historic Preservation Commission. (PZ20-0132) **Council Member Reid** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- c) Request to approve Resolution No. 2021-002 - Authorizing the Destruction of Records
Finance Administrative Assistant Luna requested to approve **R-2021-002** – Authorizing the Destruction of Records.

Discussion ensued on the following: None

MOTION: Council Member Barigar moved to approve **R-2021-002** - Authorizing the Destruction of Records. **Council Member Lanting** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- d) Request to approve a Resolution for an LHTAC Local Urban Construction Grant Application to Re-Construct the Intersection of Washington Street North and Filer Avenue.
City Engineer Holtzen requested to approve a Resolution for an LHTAC Local Urban Construction Grant Application to Re-Construct the Intersection of Washington Street North & Filer Avenue.

Discussion ensued on the following:

Council Member Lanting: Do we have an estimate on the time that it will take to do this intersection?

Council Member Reid: When would the funds be available? When would we know that we will receive the funds?

Vice Mayor Pierce: If based on the census we have limited time to submit the grant application?

MOTION: Council Member Lanting moved to approve **R-2021-003** for an LHTAC Local Urban Construction Grant Application to Re-Construct the Intersection of Washington Street North & Filer Avenue. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Reid spoke about the positive COVID numbers.

Council Member Hawkins spoke about the Historic Preservation Commission meeting.

Council Member Barigar advised about the Public Arts Commission meetings coming up.

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

The meeting adjourned at 05:29 P.M.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat</u> Application,	)	FINDINGS OF FACT,
	)	
<u>J&J Meadows Subdivision</u>	)	CONCLUSIONS OF LAW,
Applicant(s).	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on **January 4, 2021** for consideration of the final plat of the **J&J Subdivision**, approximately **.42 (+/-) acres to develop (2) two residential lots** located at **1751 3rd Avenue East**, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the **J&J Subdivision**, approximately **.42 (+/-) acres to develop (2) two residential lots** located at **1751 3rd Avenue East**.
2. The property in question is zoned **R-4** pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as **Town Neighborhood** in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, **Residential**; to the south, **3rd Avenue East**; to the east, **Residential**; to the west, **Residential**.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

Based on the foregoing Findings of Fact and the regulations and standards set forth below, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The final plat of the **J&J Subdivision**, approximately **.42 (+/-)** acres **to develop (2) two residential lots** located at **1751 3rd Avenue East** is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

2. The final plat is in conformance with the Comprehensive Plan as required by Twin Falls City Code §10-12-2.3(H)(2)(a).

3. Public services are currently available to accommodate the proposed development, as required by Twin Falls City Code §10-12-2.3(H) (2) (b). Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity.

4. The development of streets, sewer, water, irrigation, dedication of park land and other public improvements at the cost of the developer will not adversely affect any capital improvement plan and will integrate with existing public facilities, as required by Twin Falls City Code §10-12-2.3(H)(2)(c).

5. There is sufficient public financial capability of supporting services for the proposed development, as required by Twin Falls City Code §10-12-2.3(H)(2)(d).

6. There are no other health, safety or environmental problems associated with the proposed development that were brought to the City Council's attention, per Twin Falls City Code §10-12-2.3(H)(2)(e).

7. The final plat is in conformance with the Preliminary Plat. Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

The request for approval of the final plat of the **J&J Subdivision**, approximately **.42 (+/-)** acres **to develop (2) two residential lots** located at **1751 3rd Avenue East** is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the City Engineering Department and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.



Date: Monday, January 11, 2021
To: Honorable Mayor and City Council
From: Josh Baird, Staff Engineer, Staff Engineer

ACTION ITEM

Request:

Request to award the Harmon Park Parking Lot Project to Kloepper, Inc. of Twin Falls, Idaho, in the amount of \$508,731.06 and authorize a 10% contingency in the amount of \$50,000 for potential change orders.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The northeast parking lot surrounding Cowboy Field at Harmon Park is in very poor condition. This project will completely remove the existing base material and reconstruct the parking lot with a better drainage design. The batting cages are planned to be relocated ahead of the project and the parking layout will be reconfigured to allow for a better traffic flow.

The Stack Rock Group worked on a Facility Enhancement Plan for this park and this project intends to construct their recommendations including: landscaping islands with irrigation, trees, and lighting.

The project was bid with a base bid providing the most important improvements and an add alternate which included electrical and irrigation conduit as well as raised curbing for landscape islands.

After reviewing the low bid, the City should be able to construct both the base bid and the add alternate within budget and still have additional funds to work on relocating the batting cages, complete landscaping, and potentially install lighting.

Approval Process:

A majority vote of the Council to approve the Award of Contract.

Budget Impact:

The funding for this project is budgeted with \$250,000 coming from the Parks & Recreation ongoing parking lot maintenance budget and an additional \$500,000 coming from funds allocated by the City Council during the FY 20-21 budget adoption process.

The 10% contingency is intended to cover any change orders that may be warranted as construction progresses.

Beyond this contract with Kloepper, there is additional work to do and will be performed under separate contracts with separate entities. This additional work includes design from the engineering consultant, construction engineering and inspection, relocating the batting cages, landscaping and lighting in the parking lot islands. City staff plans to utilize any extra funds not used on the contract with Kloepper to complete these additional item as far as the budget will allow.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

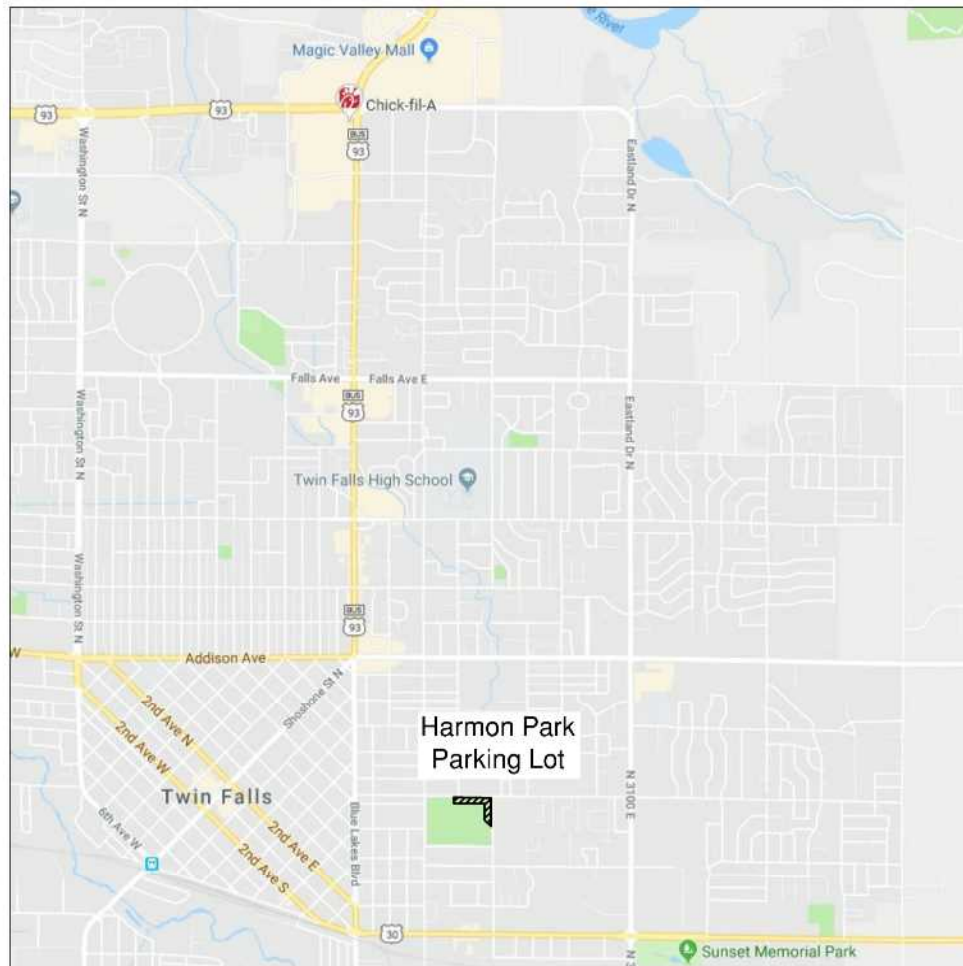
City staff recommends that City Council award the Harmon Park Parking Lot project to Kloepper, Inc. in the amount of \$508,731.06 and authorize a 10% contingency in the amount of \$50,000 for potential change orders.

Attachments:

1. Vicinity Map
2. 2020-12-17 Harmon Park Parking Lot Bid Tabulation

Harmon Park Parking Lot

January 2021



VICINITY MAP
NTS

HARMON PARK PARKING LOT DESIGN

Bid Tabulation

Prepared by: Civil Science, Inc.

Date: December 17, 2020

				Civil Science		Kloepfer		Idaho Materials		Summit Construction	
				Engineer's Estimate		Low Bid					
Item No.	Bid Item Description	Est. Qty.	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201.4.1.C.1	Removal of Obstruction (Batting Cage)	1	Lump Sum (LS)	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$5,800.00	\$5,800.00	\$1,500.00	\$1,500.00
201.4.1.D.1	Removal of Concrete	270	Square Yard (SY)	\$10.00	\$2,700.00	\$8.12	\$2,192.40	\$10.00	\$2,700.00	\$9.26	\$2,500.20
201.4.1.D.2	Removal of Bituminous Surface	11,254	Square Yard (SY)	\$4.00	\$45,016.00	\$1.43	\$16,093.22	\$2.50	\$28,135.00	\$2.92	\$32,861.68
201.4.1.E.1	Removal of Curb and Gutter	75	Linear Foot (LF)	\$4.00	\$300.00	\$13.49	\$1,011.75	\$12.00	\$900.00	\$8.00	\$600.00
201.4.1.E.2	Removal of Fence	255	Linear Foot (LF)	\$3.50	\$892.50	\$6.50	\$1,657.50	\$6.40	\$1,632.00	\$10.09	\$2,572.95
201.4.1.F.1	Removal of Concrete Parking Barriers	89	Each (EA)	\$100.00	\$8,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
201.4.1.F.2	Removal of Concrete Eco Blocks	4	Each (EA)	\$100.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
201.4.1.G.1	Removal of Sign	5	Each (EA)	\$200.00	\$1,000.00	\$60.00	\$300.00	\$90.00	\$450.00	\$125.00	\$625.00
201.4.1.H.1	Remove and Reset Fence	154	Feet (FT)	\$32.00	\$4,928.00	\$35.00	\$5,390.00	\$32.00	\$4,928.00	\$127.78	\$19,678.12
202.4.1.A.1	Excavation	2,022	Cubic Yard (CY)	\$28.50	\$57,627.00	\$20.70	\$41,855.40	\$19.00	\$38,418.00	\$15.65	\$31,644.30
307.4.1.K.5	Soft Spot Repair Crushed Aggregate Base Material (0-10 cu. yds)	10	Cubic Yard (CY)	\$91.00	\$910.00	\$140.00	\$1,400.00	\$185.00	\$1,850.00	\$65.00	\$650.00
402.4.1.B.1	Valve Box Assembly	12	Each (EA)	\$550.00	\$6,600.00	\$1,100.00	\$13,200.00	\$1,150.00	\$13,800.00	\$3,115.67	\$37,388.04
502.4.1.G.1	Manhole Assembly	3	Each (EA)	\$800.00	\$2,400.00	\$900.00	\$2,700.00	\$950.00	\$2,850.00	\$1,629.09	\$4,887.27
703.4.1.A.1	Retaining Wall, (Cast-In-Place) - Class 4000	103	Cubic Yard (CY)	\$400.00	\$41,200.00	\$439.57	\$45,275.71	\$570.00	\$58,710.00	\$577.50	\$59,482.50
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	75	Linear Foot (LF)	\$48.00	\$3,600.00	\$50.44	\$3,783.00	\$48.00	\$3,600.00	\$27.50	\$2,062.50
706.4.1.E.1	Concrete Sidewalk, thickness 4"	45	Square Yard (SY)	\$60.00	\$2,700.00	\$97.75	\$4,398.75	\$69.00	\$3,105.00	\$61.60	\$2,772.00
706.4.1.F.1	Concrete Driveway Approach	39	Square Yard (SY)	\$88.00	\$3,432.00	\$113.25	\$4,416.75	\$96.00	\$3,744.00	\$88.85	\$3,465.15
802.4.1.B.1	3/4" Crushed Aggregate for Base Type I	1,255	Ton (TON)	\$38.00	\$47,690.00	\$26.54	\$33,307.70	\$25.00	\$31,375.00	\$22.00	\$27,610.00
802.4.1.B.2	2" Crushed Aggregate for Base Type II	3,629	Ton (TON)	\$35.00	\$127,015.00	\$19.59	\$71,092.11	\$25.00	\$90,725.00	\$21.00	\$76,209.00
810.4.1.A.1	½" Plant Mix Pavement – Superpave SP-2 PG 64-28	1,644	Ton (TON)	\$95.00	\$156,180.00	\$102.53	\$168,559.32	\$90.00	\$147,960.00	\$92.70	\$152,398.80
1006.4.1.C.1	Inlet Protection	2	Each (EA)	\$88.50	\$177.00	\$50.00	\$100.00	\$165.00	\$330.00	\$150.00	\$300.00
1103.4.1.A.1	Construction Traffic Control	1	Lump Sum (LS)	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$1,900.00	\$1,900.00	\$3,500.00	\$3,500.00
2010.4.1.A.1	Mobilization	1	Lump Sum (LS)	\$54,230.70	\$54,230.70	\$17,618.00	\$17,618.00	\$37,502.00	\$37,502.00	--	--
2030.4.1.D.1	Water Meter Box, Adjust to Grade	2	Each (EA)	\$530.00	\$1,060.00	\$150.00	\$300.00	\$321.00	\$642.00	\$250.00	\$500.00
2030.4.1.D.2	Electrical Junction Box, Adjust to Grade	3	Each (EA)	\$530.00	\$1,590.00	\$150.00	\$450.00	\$165.00	\$495.00	\$154.00	\$462.00

*

				Civil Science		Kloepfer		Idaho Materials		Summit Construction	
				Engineer's Estimate		Low Bid					
Item No.	Bid Item Description	Est. Qty.	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
2030.4.1.D.3	Irrigation Structure, Adjust to Grade	1	Each (EA)	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$321.00	\$321.00	\$500.00	\$500.00
2040.4.1.A.1	Fence, Chain Link, Class I Posts	255	Linear Foot (FT)	\$30.00	\$7,650.00	\$33.00	\$8,415.00	\$32.00	\$8,160.00	\$127.78	\$32,583.90
SP-3000	Impact Pipe Bollard	4	Each (EA)	\$200.00	\$800.00	\$500.00	\$2,000.00	\$482.00	\$1,928.00	\$720.50	\$2,882.00
TOTAL BASE BID					\$591,998.20		\$455,316.61		\$491,960.00		\$499,635.41 *
ADD ALTERNATIVE A											
706.4.1.A.5	Standard 6" Vertical Curb and Gutter	729	Linear Foot (LF)	\$26.00	\$18,954.00	\$39.97	\$29,138.13	\$33.00	\$24,057.00	\$25.30	\$18,443.70
802.4.1.A.1	3/4" Crushed Aggregate for Base Type I	258	Ton (TON)	\$38.00	\$9,804.00	\$26.54	\$6,847.32	\$25.00	\$6,450.00	\$22.50	\$5,805.00
903.4.1.B.1	Service Valve Box	12	Each (EA)	\$250.00	\$3,000.00	\$185.00	\$2,220.00	\$465.00	\$5,580.00	\$800.00	\$9,600.00
903.4.1.C.1	3" Diameter Pressure Irrigation Conduit	1,342	Linear Foot (LF)	\$10.00	\$13,420.00	\$7.80	\$10,467.60	\$20.00	\$26,840.00	\$19.00	\$25,498.00
1102.4.1.E.1	Electrical Conduit, 2"	755	Linear Foot (LF)	\$10.00	\$7,550.00	\$6.28	\$4,741.40	\$18.00	\$13,590.00	\$17.07	\$12,887.85
TOTAL ALT A BID					\$52,728.00		\$53,414.45		\$76,517.00		\$72,234.55
TOTAL ALL BID PRICES (BASE BID + ALTERNATIVE A)				\$644,726.20		TOTAL \$508,731.06		TOTAL \$568,477.00		TOTAL \$571,869.96 *	
"Bid Proposal" Signed/Submitted:						Yes		Yes		Yes	
"Bid Schedule" Correct:						Yes		Yes		No	
5% Bid Bond						Yes		Yes		Yes	
Subcontractor Form						Yes		Yes		Yes	
Public Works License:						Yes		Yes		Yes	
RESPONSIVE BID:						Yes		Yes		No	

*Item 2010.4.1.A.1 - No amount was included in their bid form. Bid total was incorrect (584,634.90 for base bid and \$656,869.45 for total all bid prices). Correct bid amount shown above



Date: Monday, January 11, 2021
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

ACTION ITEM

Request:

Request approval of an amendment of the master contract between the City of Twin Falls and Pivot North Architects. The document will amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility.

Time Estimate:

This item will take approximately 10 minutes, plus any additional time needed to address questions presented by council to staff.

Background:

Last month the city council approved, and awarded, 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.

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).

As noted in last month's presentation additional amendments and exhibits would be forthcoming for councils review and request for approval. The contract amendment is attached for the Twin Falls City Council's review and consideration.

Fire Chief Les Kenworthy will make a brief presentation to the city council that is intended to help further explain the amendment to 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 training 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.”

History:

Analysis:

Conclusion:

Attachments:

1. 2021_0104 TF Fire Contract Amendment 1 with exhibits
2. Original Contract Pivot North Architects

DATE:	January 4, 2021		
PROJECT:	Twin Falls Fire Training Facility	PNa PROJECT #:	19-029
ORIGINAL CONTRACT:	AIA Document B133-2019 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, Dated December 14, 2020		

AMENDMENT DESCRIPTION:

This document shall amend the original contract agreement between Pivot North Architecture and the City of Twin Falls, Idaho for scope, schedule, and budget associated with the Twin Falls Fire Training Facility.

PROJECT SCOPE:

See attached Exhibit D Site and Floor Plan Diagrams. Pivot North will execute design and construction documents necessary to construct the following improvements at the Twin Falls Fire Training Site:

- Site utilities to support current training needs including, power, sewer, water, storm drainage, etc. Site infrastructure will be planned for future expansion of the training site.
- Site surface improvements including roads, curb, gutter, sidewalk, fencing, and parking as determined.
- Preparation of a pad site to receive a Conex box training tower facility. The City of Twin Falls will administer the purchase and installation of the tower.
- Training support building to include two apparatus bays, restrooms, storage, and offices.

SCHEDULE:

See attached Exhibit B for working schedule.

OPINION OF COST:

See attached Exhibit C for Opinion of Cost.

PROFESSIONAL SERVICE FEE:

We propose a fixed-fee professional service for the included scope, schedule, and opinion of cost. The fee will be broken down as follows and is consistent with the understanding of the original agreement.

Program confirmation and Master Plan update: \$20,000

A & E Basic Services - \$233,280

- Schematic Design – 25%
- Design Development – 25%
- Construction Documents – 25%
- Construction Administration – 25%

A & E Reimbursable Budget - \$10,000 allowance



Supplemental Services - \$103,680 allowance

- Civil Engineering
- Landscape Architecture

If this amendment is agreeable, please sign and return a copy for our records. We look forward to working with you on this project.

Clint Sievers, AIA
Principal
Pivot North architecture, PLLC

Travis Rothweiler, City Manager, or
Les Kenworthy, Fire Chief
City of Twin Falls, Idaho





Exhibit A
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

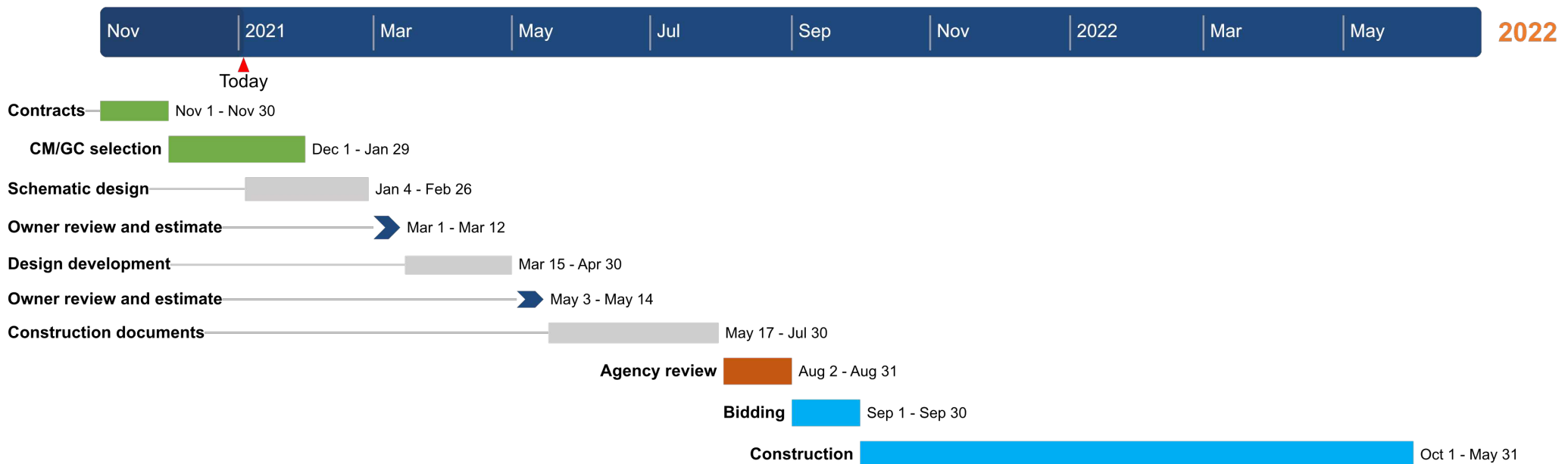
Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum

Exhibit B

Twin Falls Fire Training Facility

Working Schedule



January 2021

Exhibit C

PIVOT NORTH architecture				OPINION OF COST PROJECT BUDGET	
PROJECT:	Twin Falls Fire Training Facility				
CLIENT:	City of Twin Falls Idaho				
PHASE:	Programming			Date:	10/13/20
PROJECT ENTITIES:		TYPE:	SQ. FOOTAGE:	Version:	V2
	New Training Facility	New Construction	5,000		
		Total SqFt:	5,000		
			BUDGET	FUNDING	UNDER/OVER
			\$ 2,994,880.00	\$ -	\$ 2,994,880.00
CONSTRUCTION COSTS (HARD COSTS) - Includes GC General Conditions, Overhead, and Profit					
	UNITS	BUDGET COST	NOTES		
New Construction		\$ 1,000,000	training support building		
Cost per Square Foot:	\$ 200				
Site Development	allow.	\$ 450,000	roads, fence, conc. pads, rehab shelter etc.		
Site Utilities	allow.	\$ 450,000	power, gas, water, sewer, etc.		
Off-Site Development					
Off-Site Utilities					
Training tower	allow.	\$ 500,000	from TFFD		
Subtotal Anticipated Construction Costs		\$ 2,400,000			
Escalation to Mid-point of Construction	3.0%	\$ 72,000			
CM/GC Fee					
Construction Contingency	0.0%	\$ -	in construction cost		
Owner/Design Contingency	5.0%	\$ 120,000	E/O and owner		
Total Anticipated Construction Costs - Escalated		\$ 2,592,000			
PROJECT EXPENSES (SOFT COSTS)					
	UNITS	BUDGET COST	NOTES		
Predesign/Programming	allow.	\$ 20,000	master plan update		
CMGC Preconstruction Services	allow.	\$ 10,000	By City		
CMGC Bond	allow.	\$ -	in construction number		
Builders Risk Insurance	allow.	\$ -	in construction number		
Winter Conditions allowance		\$ -			
A&E Basic Services	9.0%	\$ 233,280			
A&E Reimbursable Budget	allow.	\$ 10,000			
Supplemental Services	4.0%	\$ 103,680	allowance		
Interior Design	0.0%	\$ -	included in A&E		
Civil Engineering	0.0%	\$ -	in allowance above		
Landscape Architect	0.0%	\$ -	in allowance above		
Geotechnical Engineering		\$ -	Complete		
Site Survey		\$ -	Complete		
Telecom/Audiovisual	allow.	\$ -	tbd		
Security	allow.	\$ -	tbd		
As-Constructed Record Drawings		\$ -	included in A&E		
Impact Fees		\$ -	By City		
Permit Fees	0.0%	\$ -	By City		
Utility Fees		\$ -	By City		
Plan Check Fees		\$ -	By City		
Development Fees		\$ -	By City		
Franchise Utilities	allow.	\$ -	By City		
FF&E		\$ -	By City		
Fixtures		\$ -	By City		
Furniture		\$ -	By City		
Equipment		\$ -	By City		
Testing and Inspection Services during	1.0%	\$ 25,920	allowance		
Total Anticipated Soft Costs		\$ 402,880			
Subtotal Construction Costs and Project Expenses		\$ 2,994,880			
Overall Project Contingency	0.0%	\$ -			
PROJECT BUDGET		\$ 2,994,880			
PROJECT CONSTRUCTION COST PER SQFT		\$ 518.40			
PROJECT TOTAL COST PER SQFT		\$ 598.98			

Exhibit D

Fire Training Structure

Conex Box
20 FTS Custom System 6

Training Support Building

Apparatus Bay 3,200 sf
Support Spaces 2,400 sf
(Mezzanine Storage above)

Existing Cell
Tower

Golf Course

Manual Gate

Humane Society
Parking

Agility Track

Chain Link Fence

Parking Lot

Swire Coca-Cola

Property Line

Twin Falls Humane Society

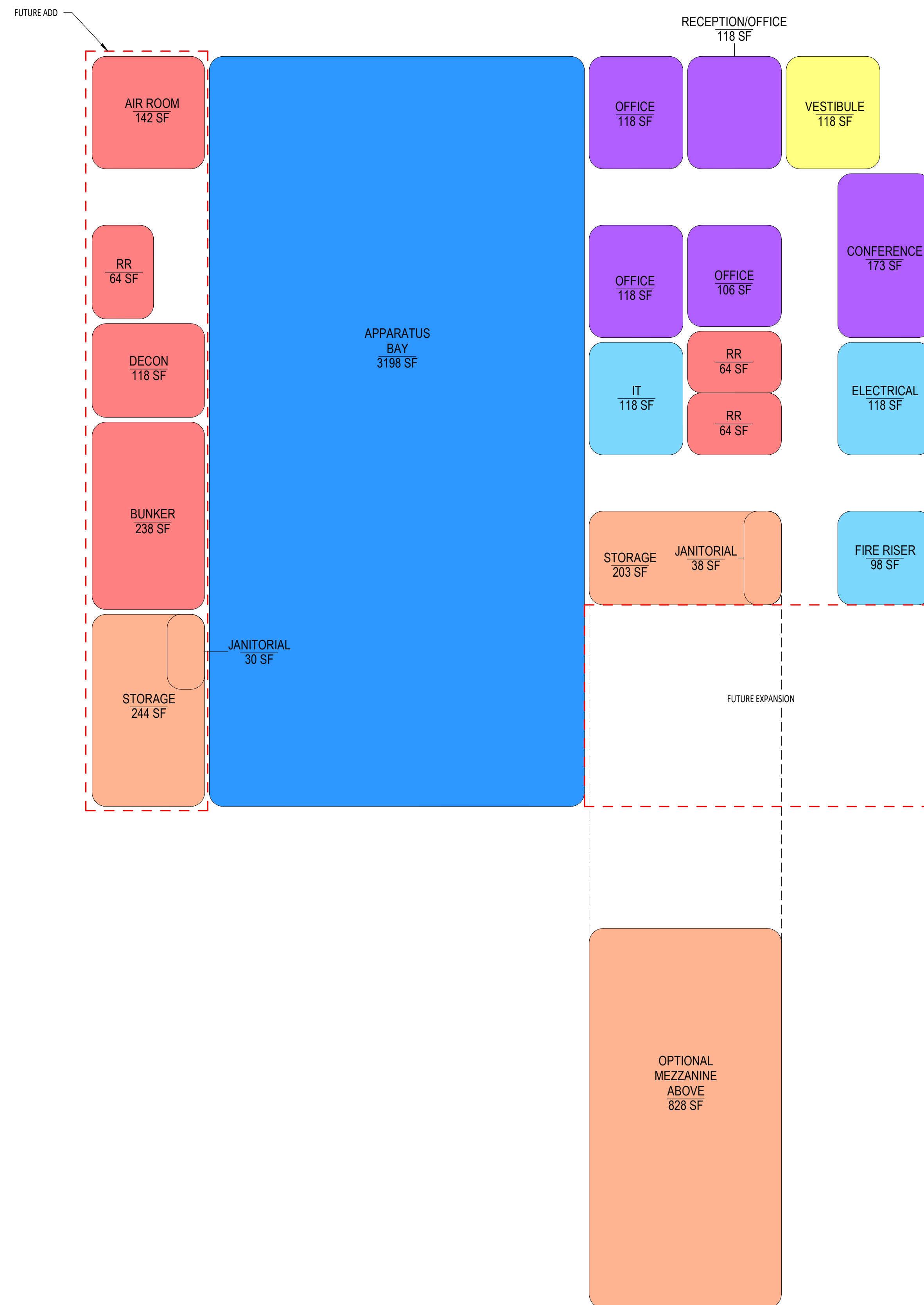
Victory Avenue

Twin Falls Training Site

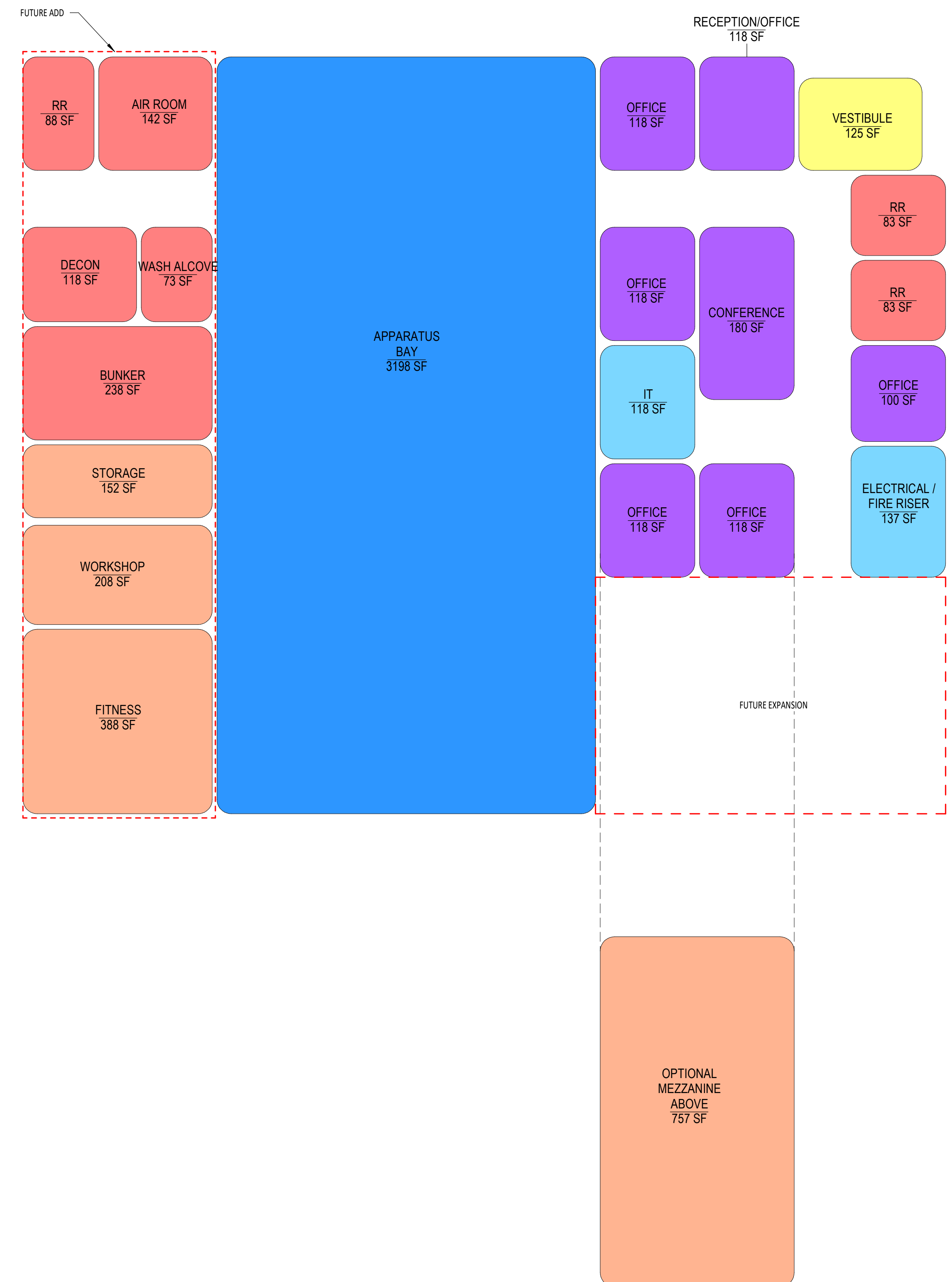
Phase 1A

RICE *fergus* MILLER

PIVOT NORTH
architecture



1
STY1.01 PROGRAMMING- OPTION 1
1/8" = 1'-0"



2
STY1.01 PROGRAMMING- OPTION 2
1/8" = 1'-0"

PROGRAMMING DIAGRAMS

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.

Init.

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.)

Init.

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User Notes:

(1165641335)

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.

Init.

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User Notes:

(1165641335)

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.

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§ 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

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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.

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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:

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User Notes:

(1165641335)

.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

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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

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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.)

[X] 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.)

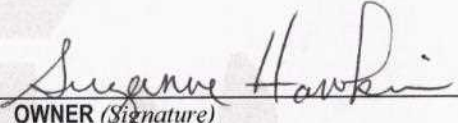
Exhibit A – 2020 Hourly Billing Rates

.4 Other documents:

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

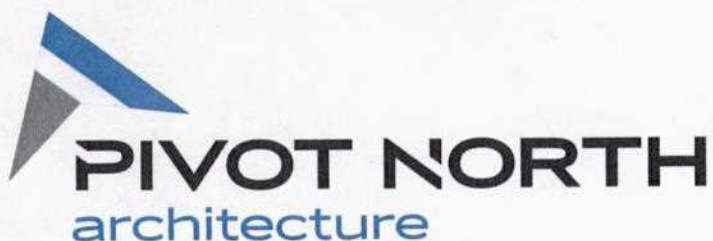
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This Agreement entered into as of the day and year first written above.


OWNER (Signature)
Suzanne Hawkins, Mayor
(Printed name and title)


ARCHITECT (Signature)
Clint Sievers, Principal
(Printed name, title, and license number, if required)

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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

THE GREAT TOURNAMENT

by J. R. R. TOLKIEN

Illustrated by the author

The Great Tournament was a great event in the history of the world. It was a time when the great lords of the world gathered together to fight for the honor of their names. The tournament was held in a great hall, and the lords fought with their swords and bows. The lords fought for the honor of their names, and the people of the world watched the fights with great interest. The tournament was a great event, and it was a time when the great lords of the world gathered together to fight for the honor of their names. The tournament was held in a great hall, and the lords fought with their swords and bows. The lords fought for the honor of their names, and the people of the world watched the fights with great interest.

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Date: Monday, January 11, 2021
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

Request:

ACTION ITEM: Approving the use of revenue anticipation notes to allow for the construction of Fire Station 2 and Fire Station 3.

Time Estimate:

This item is scheduled to take 10 minutes, plus time for questions and answers.

Background:

The City of Twin Falls staff have worked with our financial advisors, bond counsel, and the Citizen's Advisory Committee to identify a solution that would allow the City of Twin Falls to leverage its financial strength and resources to construct two replacement fire stations using two Revenue Anticipation Notes.

There are benefits to the General Fund issuing the revenue anticipation notes and the Enterprise Funds that would invest in the revenue anticipation notes. The rate paid by the General Fund in these proposed notes is 1%, which is less than what it may otherwise pay if the City were to have the authorization to issue a bond. The Enterprise Funds benefit by having an opportunity to earn an interest rate substantially higher than the 0.56% annual percentage rate that is currently being offered by the Idaho State investment pool.

The City Manager and Chief Financial Officer have worked with legal counsel to create two separate revenue anticipation notes issued by the City's General Fund that will be purchased by the City's Enterprise funds. One of the revenue anticipation notes is for a replacement for Fire Station 2. The second will be for the replacement of Fire Station 3. The revenue anticipation notes being proposed are using an estimated cost for one fire station that would be \$7M and a combined total of \$14M. This is based on the actual construction cost of new fire stations recently completed in the City of Meridian and Nampa.

In Fiscal Year ending 2021, we do not anticipate initiating the notes because we will be only in the design phase and have drafted these notes to be issued and sold to the City on a date to be determined by the City Manager and when most of the construction will be performed on the respective fire stations. A revenue anticipation note has a legal ceiling of 75% of anticipated General fund revenues anticipated to be received by the City and not already collected. The limitation on these notes can be illustrated by using our current adopted budget for example. If we were to initiate the notes for Fiscal Year 2021, the total General fund revenues anticipated in our adopted budget for Fiscal Year ending 2021 are \$29,607,731, which would put a combined limit on the revenue anticipation notes of \$22,205,798.25. The combined total of the two revenue anticipation notes is \$14M and is less than 75% of anticipated revenues that have been budgeted for Fiscal Year 2021.

The revenue anticipation notes are created by Skinner Fawcett, the City's bond counsel. The notes are drafted to ensure compliance with applicable Idaho Codes and the Idaho Constitution. A special fund will be created to hold revenues that will be used to pay off each of the notes in full at the maturity date of the respective notes, then new revenue anticipation notes will be made for the following year, after the balance is reduced for the payments that the City would like to make.

Background, continued:

The reduction in the principal balance of the notes can be realized from several sources. Fire impact fees can be used to make all or some of the payment for Fire Station 2. The City Council has its “council capital” revenue in the amount of \$770,000 that it can use. Additionally, the City Council has cash reserves in the General Fund that it can use as well. Each year, the City Council will have the ability to determine the source and amount of the reduction in the debt. New revenue anticipation notes will be issued annually for the balance remaining in each note.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Regulatory Impact:

Idaho Code Title 57 discusses restrictions relating to variable municipal debt. Section 57-231 of the Idaho Code permits the city to provide any variable rate using any reasonably available index.

Title 63, Chapter 31, Idaho Code sets forth the statutory framework to issue tax anticipation obligations.

Section 50-1013(k), Idaho Code, provides the authority to invest City funds in the tax anticipation obligations.

Attachments:

Resolution 2021-001

BY THE COUNCIL:

RESOLUTION NO. 2021-001

A RESOLUTION OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING THE ISSUANCE AND SALE OF TWO SERIES OF REVENUE ANTICIPATION NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$14,000,000 FOR THE PURPOSE OF PROVIDING FUNDS IN ANTICIPATION OF THE RECEIPT OF GENERAL FUND REVENUES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR THE MANNER OF ISSUANCE, SALE, REDEMPTION AND THE FORM OF THE REVENUE ANTICIPATION NOTES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE REVENUE ANTICIPATION NOTES; REQUIRING THE DEPOSIT OF MONEY INTO SPECIFIED REVENUE NOTE REDEMPTION FUND; AND PROVIDING TERMS, CONDITIONS, AND OTHER MATTERS PROPERLY RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

CITY OF TWIN FALLS, IDAHO
REVENUE ANTICIPATION NOTE, SERIES 2021A
AND
CITY OF TWIN FALLS, IDAHO
REVENUE ANTICIPATION NOTE, SERIES 2021B

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

WHEREAS, the City of Twin Falls, Twin Falls County, Idaho (the “City”) is a municipal corporation operating and existing under and by virtue of the laws of the State of Idaho; and

WHEREAS, the City is authorized and empowered by Idaho Code, Sections 63-3101 to 63-3108, inclusive, to issue revenue anticipation notes to provide funds in anticipation of the receipt of general fund revenues during the fiscal year ending September 30, 2021 (“Fiscal Year 2021”); and

WHEREAS, the City, has, prior to September 30, 2020, by and through its City Council (the “Council”), adopted a budget, in the form and manner required by law, for the Fiscal Year 2021, and has certified the anticipated general fund revenues for the Fiscal Year 2021 by September 30, 2021, the receipt of which revenues will occur during the Fiscal Year 2021; and

WHEREAS, certain fire station improvements within the City have been deemed by the Mayor and the Council to be required for the public good and welfare of the City; and

WHEREAS, the Mayor and the Council have determined and hereby deem it is necessary and advisable to design, construct and equip two (2) new fire stations within the City to reduce emergency response service gaps and to enhance neighborhood safety (the “Project”); and

WHEREAS, the City desires to issue two revenue anticipation notes in order to provide funds to cover a portion of the costs of the Project.

NOW, THEREFORE, BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED as follows:

Section 1. NOTES AUTHORIZED. For the purpose of providing funds to pay certain of the City's current expenses, and in particular, the costs of the Project, in anticipation of the receipt of certain revenues (described further in Section 7 hereof) for the Fiscal Year 2021 (exclusive of taxes required to pay outstanding bonded indebtedness of the City, if any), the City hereby authorizes the issuance of a revenue anticipation note, entitled the "City of Twin Falls, Idaho, Revenue Anticipation Note, Series 2021A" in the principal amount of \$7,000,000 (the "Series 2021A Note"), and a revenue anticipation note, entitled the "City of Twin Falls, Idaho, Revenue Anticipation Note, Series 2021B" in the principal amount of \$7,000,000 (the "Series 2021B Note" and together with the Series 2021A Note, collectively the "Notes"), with the Notes to be issued, sold, and delivered in the manner provided by Idaho Code, Title 63, Chapter 31. The \$14,000,000 aggregate amount of the Notes does not currently exceed seventy-five percent (75%) of the general fund revenues anticipated for the Fiscal Year 2021 and not yet collected, exclusive of any taxes received to pay the outstanding bonded indebtedness of the City.

Section 2. PURPOSE. The Notes are being issued for the purpose of providing funds for the payment of current expenses of the City, specifically the Series 2021A Note is being issued to provide funds for the payment of a portion of the costs to design, construct, and equip a new fire station to be known as Fire Station No. 2, which will be located on Cheney Drive, Twin Falls, Idaho, and the Series 2021B Note is being issued to provide funds for the payment of the costs to design, construct, and equip a new fire station to be known as Fire Station No. 3, which will be located near the intersection of Washington Street South and Orchard Drive, Twin Falls, Idaho, incurred during the Fiscal Year 2021 in anticipation of the receipt of the City's general fund revenues collected in Fiscal Year 2021.

Section 3. DESCRIPTION AND EXECUTION OF NOTES. The Notes shall be issued as parity notes, shall be dated the date of their delivery, shall mature on September 30, 2021, shall be issued in certificated non-book entry form, and shall be substantially in the form set forth in Exhibit "A-1" and Exhibit "A-2" which are annexed hereto and by reference made a part hereof. The Notes shall be numbered in the manner and with any designation as the City Treasurer deems necessary. The Notes shall be payable on their dates of maturity, shall each be issued in a single denomination of up to \$7,000,000 each, and shall be subject to call or redemption on any day prior to its stated maturity date. The Notes shall bear interest, payable at maturity of the Notes, at the rate of interest of 1.00% per annum, calculated on the basis of a 360-day year and twelve 30-day months. The Notes shall be executed by the manual or facsimile signature of the Mayor, countersigned by the manual signature of the City Treasurer, and attested by the manual or facsimile signature of the City Clerk, and shall have a facsimile of the Official Seal of the City imprinted thereof. After delivery, the Notes shall not be subject to exchange for different denominations or to reissue or to substitution, except at the sole option of the City and the sole expense of the party seeking the exchange.

Section 4. PAYMENT. The Notes shall be payable in lawful money of the United States of America, as to principal and interest, to the nominee of the Depository on the due date of the Notes. The Notes shall be negotiable instruments within the meaning of the Uniform Commercial Code.

Section 5. SALE OF NOTES. The Notes shall be sold to and purchased by the City as an investment of the City's water system and/or sewer system enterprise funds pursuant to Idaho Code, Section 50-1013(k), and the Notes shall be repaid by the City in accordance with the terms and provisions set forth herein and in the Notes. The Notes shall be issued by and sold to the City on a date to be determined by the City Manager.

Section 6. REDEMPTION FUND. There is hereby created and shall be maintained in the office of the City Treasurer a special fund and account separate and distinct from all other funds and accounts of the City, known as the "Revenue Anticipation Note, Series 2021A/B, Redemption Fund." The City's general fund revenues collected or received during Fiscal Year 2021 shall be placed, immediately upon receipt, in said Fund until such time as the monies and the investment earnings accumulated therein, or reasonably anticipated to be earned thereon, shall be sufficient to pay all the Notes outstanding, together with the interest thereon, at maturity. All moneys in the Redemption Fund shall be invested in lawful investments of the City, so as to mature on or before the maturity date of the note.

The moneys so accumulated in said Fund are hereby appropriated and set apart for the aforesaid purpose only. Nothing in this Section shall be construed to limit the payment of the principal of and interest on the Notes solely to the general fund revenues in anticipation of which the Notes were issued, but the Notes shall be a direct and general obligation of the City. The City hereby pledges its full faith, credit and resources to the payment of the Notes.

Section 7. DECLARATIONS. The City hereby declares the following:

A. The Council has prior to September 30, 2020, duly adopted a budget for the Fiscal Year 2021 and has certified the same in accordance with Idaho Code, Section 63-804.

B. The principal aggregate amount of the Notes issued pursuant to this Resolution will not exceed seventy-five percent (75%) of the general fund revenues anticipated and not already collected by City for the Fiscal Year 2021.

C. The proceeds of the sale of the Notes shall be used to pay for a portion of the costs of the Project and/or for the same purposes for which said revenues have been budgeted.

Section 8. ADDITIONAL LEVY. In the event taxes general fund revenues received during the Fiscal Year 2021 shall not be sufficient to pay the Notes herein authorized, the City shall, in providing for the levy of taxes in the succeeding fiscal year, include in such succeeding tax levy the amount necessary to cover any deficiency. Taxes levied in the next succeeding fiscal year shall be in an amount which, together with the amount of revenues then in the Revenue Anticipation Note, Series 2021A/B, Redemption Fund, shall be sufficient to provide for the payment of the principal of and interest on the Note.

Section 9. FURTHER AUTHORITY. The Mayor, City Treasurer, and City Clerk are hereby authorized and directed to execute, on behalf of the City, all such additional documents, certificates, and instruments as may be necessary to carry out the intent of this Resolution.

Section 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption and approval.

ADOPTED by the Council of the City of Twin Falls, Idaho, this 11th day of January, 2021.

APPROVED by the Mayor of the City of Twin Falls, Idaho this 11th day of January, 2021.

APPROVED:

CITY OF TWIN FALLS, a municipal
corporation of the State of Idaho

ATTEST:

By:

MAYOR

By:

CITY CLERK

(S E A L)

* * * * *

I, the undersigned, the Clerk of the City of Twin Falls, Idaho, do hereby certify that the foregoing Resolution is a full, true, and correct copy of a Resolution duly passed and adopted at a regular meeting of the City Council, duly held at the regular meeting place thereon on January 11, 2021, of which meeting all members of said City Council had due notice, and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, City Council Members: _____

NOES, City Council Members: _____

ABSENT, City Council Members: _____

ABSTAIN, City Council Members: _____

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office; that said Resolution is a full, true, and correct copy of the Resolution adopted at said meeting, and that said Resolution has not been amended, modified, or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the City on January 11, 2021.

CITY CLERK

EXHIBIT "A-1"

(Form of Revenue Anticipation Note)

No. R-1

\$ _____

UNITED STATES OF AMERICA

STATE OF IDAHO
County of Twin Falls

CITY OF TWIN FALLS, IDAHO
REVENUE ANTICIPATION NOTE, SERIES 2021A

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
_____, 2021	1.00%	September 30, 2021

REGISTERED OWNER: * * * CITY OF TWIN FALLS, IDAHO * * *

PRINCIPAL AMOUNT: ***** _____ AND NO/100 DOLLARS *****

THE CITY OF TWIN FALLS, IDAHO acknowledges itself to owe, and for value received, promises to pay to the City of Twin Falls, Idaho, as registered owner, on the 30th day of September, 2021, the principal sum of

[PAR AMOUNT IN WORDS] (\$_____)

together with interest thereon at the rate of 1.00% per annum payable at maturity, or until such principal sum shall have been paid or duly provided for, interest being calculated on the basis of a 360-day year, consisting of twelve 30-day months.

Both principal of and interest on this Note are payable in lawful money of the United States of America at City Hall, Twin Falls, Idaho.

This Note is issued by the City of Twin Falls, Idaho (the "City"), in the principal amount of \$ _____ in anticipation of the receipt general fund revenues to be collected during the City's 2020-2021 Fiscal Year ("Fiscal Year 2021") (exclusive of taxes required to be raised to pay the outstanding bonded indebtedness of the City), as more fully set forth in the Resolution, adopted by

the Council of the City on January 11, 2021 (the “Note Resolution”). Said general fund revenues are hereby irrevocably pledged on a pro-rata basis to the payment of the principal of and interest on the Note and the \$ _____ City of Twin Falls, Idaho, Revenue Anticipation Note, Series 2021B (the “Series 2021B Note”).

To provide for the payment of the Note and the Series 2021B Note, the City has established a special fund known as the “Revenue Anticipation Note, Series 2021A/B, Redemption Fund” (the “Redemption Fund”), and has covenanted to deposit into the Redemption Fund, the City’s general fund revenues to be received during Fiscal Year 2021, the receipt of which has been anticipated by the issuance of the Note and the Series 2021B Note, until such time as the monies and investment earnings accumulated therein, or reasonably anticipated to be earned thereon, shall be sufficient to pay the Note and the Series 2021B Note, together with interest thereon, at maturity. The City has further covenanted that the funds so accumulated in the Redemption Fund, shall be appropriated and set apart for the payment of the Note and the Series 2021B Note and shall be used for no other purpose; provided, however, that nothing herein shall be construed to limit the payment of the principal of and interest on the Note solely to the general fund revenues in anticipation of which this Note is issued, but this Note shall be direct and general obligations of the City.

IT IS HEREBY CERTIFIED AND DECLARED that the indebtedness of the City hereby incurred by the issuance of this Note and the Series 2021B Note is not in excess of seventy-five percent (75%) of the general fund revenues anticipated and not already collected by City for the Fiscal Year 2021, that the Council of the City has prior to September 30, 2020, duly adopted a budget for the Fiscal Year 2021 and has certified the same in accordance with Idaho Code, Section 63-804, that the indebtedness hereby incurred does not exceed any other limitation on the indebtedness of the City, and the indebtedness hereby incurred is contracted for the purposes for which general fund revenues for Fiscal Year 2021 are to be collected.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that the full faith, credit, and resources of the City have been pledged for the payment of this Note according to its terms, that this Note is issued pursuant to and in strict compliance with the Constitution and laws of the State of Idaho and resolutions of the City, and that all acts, conditions, and things required to be done precedent to and in the issuance of this Note have happened, been done, and have been performed.

IN WITNESS WHEREOF, THE TWIN FALLS, IDAHO has caused this Note to be executed and signed by the manual or facsimile signature of the Mayor of the City, to be attested by the Clerk of the City by his/her manual or facsimile signature, to be countersigned by the Treasurer of the City by his/her manual signature, and the corporate seal of the City to be imprinted herein, as of the _____ day of _____, 2021.

**CITY OF TWIN FALLS, as municipal
corporation of the State of Idaho**

By: (Manual or facsimile signature)
MAYOR

By: (Manual or facsimile signature)
CITY CLERK

COUNTERSIGNED:

By: (Manual or facsimile signature)
CITY TREASURER

EXHIBIT "A-2"

(Form of Revenue Anticipation Note)

No. R-1

\$ _____

UNITED STATES OF AMERICA

STATE OF IDAHO
County of Twin Falls

CITY OF TWIN FALLS, IDAHO
REVENUE ANTICIPATION NOTE, SERIES 2021B

<u>DATED DATE</u>	<u>INTEREST RATE</u>	<u>MATURITY DATE</u>
_____, 2021	1.00%	September 30, 2021

REGISTERED OWNER: * * * CITY OF TWIN FALLS, IDAHO * * *

PRINCIPAL AMOUNT: ***** _____ AND NO/100 DOLLARS *****

THE CITY OF TWIN FALLS, IDAHO acknowledges itself to owe, and for value received, promises to pay to the City of Twin Falls, Idaho, as registered owner, on the 30th day of September, 2021, the principal sum of

[PAR AMOUNT IN WORDS] (\$_____)

together with interest thereon at the rate of 1.00% per annum payable at maturity, or until such principal sum shall have been paid or duly provided for, interest being calculated on the basis of a 360-day year, consisting of twelve 30-day months.

Both principal of and interest on this Note are payable in lawful money of the United States of America at City Hall, Twin Falls, Idaho.

This Note is issued by the City of Twin Falls, Idaho (the "City"), in the principal amount of \$_____ in anticipation of the receipt general fund revenues to be collected during the City's 2020-2021 Fiscal Year ("Fiscal Year 2021") (exclusive of taxes required to be raised to pay the

outstanding bonded indebtedness of the City), as more fully set forth in the Resolution, adopted by the Council of the City on January 11, 2021 (the "Note Resolution"). Said general fund revenues are hereby irrevocably pledged on a pro-rata basis to the payment of the principal of and interest on the Note and the \$ _____ City of Twin Falls, Idaho, Revenue Anticipation Note, Series 2021A (the "Series 2021A Note").

To provide for the payment of the Note and the Series 2021A Note, the City has established a special fund known as the "Revenue Anticipation Note, Series 2021A/B, Redemption Fund" (the "Redemption Fund"), and has covenanted to deposit into the Redemption Fund, the City's general fund revenues to be received during Fiscal Year 2021, the receipt of which has been anticipated by the issuance of the Note and the Series 2021A Note, until such time as the monies and investment earnings accumulated therein, or reasonably anticipated to be earned thereon, shall be sufficient to pay the Note and the Series 2021A Note, together with interest thereon, at maturity. The City has further covenanted that the funds so accumulated in the Redemption Fund, shall be appropriated and set apart for the payment of the Note and the Series 2021A Note and shall be used for no other purpose; provided, however, that nothing herein shall be construed to limit the payment of the principal of and interest on the Note solely to the general fund revenues in anticipation of which this Note is issued, but this Note shall be direct and general obligations of the City.

IT IS HEREBY CERTIFIED AND DECLARED that the indebtedness of the City hereby incurred by the issuance of this Note and the Series 2021A Note is not in excess of seventy-five percent (75%) of the general fund revenues anticipated and not already collected by City for the Fiscal Year 2021, that the Council of the City has prior to September 30, 2020, duly adopted a budget for the Fiscal Year 2021 and has certified the same in accordance with Idaho Code, Section 63-804, that the indebtedness hereby incurred does not exceed any other limitation on the indebtedness of the City, and the indebtedness hereby incurred is contracted for the purposes for which general fund revenues for Fiscal Year 2021 are to be collected.

IT IS HEREBY FURTHER CERTIFIED AND DECLARED that the full faith, credit, and resources of the City have been pledged for the payment of this Note according to its terms, that this Note is issued pursuant to and in strict compliance with the Constitution and laws of the State of Idaho and resolutions of the City, and that all acts, conditions, and things required to be done precedent to and in the issuance of this Note have happened, been done, and have been performed.

IN WITNESS WHEREOF, THE TWIN FALLS, IDAHO has caused this Note to be executed and signed by the manual or facsimile signature of the Mayor of the City, to be attested by the Clerk of the City by his/her manual or facsimile signature, to be countersigned by the Treasurer of the City by his/her manual signature, and the corporate seal of the City to be imprinted herein, as of the _____ day of _____, 2021.

**CITY OF TWIN FALLS, as municipal
corporation of the State of Idaho**

By: (Manual or facsimile signature)
MAYOR

By: (Manual or facsimile signature)
CITY CLERK

COUNTERSIGNED:

By: (Manual or facsimile signature)
CITY TREASURER



Date: Monday, January 11, 2021
To: Honorable Mayor and City Council
From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Request to approve a resolution to lease one thousand (1,000) water shares to Southwest Irrigation District.

Time Estimate:

10 Minutes

Background:

Southwest Irrigation District's legal counsel contacted the city, seeking to purchase a lease of one thousand water shares. The city has leased these shares to the Southwest Irrigation District on an annual basis since at least 2009.

Approval Process:

Idaho Code 50-1407 authorizes the City to Lease real or personal property by resolution. A simple majority is needed to pass the resolution.

Budget Impact:

Staff believes that these shares would otherwise go unused. The city will pay the assessed cost of the shares and have factored that amount into the proposed cost per share. The amount collected will be deposited into the City's water fund.

Regulatory Impact:

As stated above this action is authorized by Idaho Code 50-1407.

History:

Analysis:

Conclusion:

Staff has discussed the issue and recommends approval of the resolution.

Attachments:

1. 2021 - Lease Resolution - SW Irrigation District - Water Shares

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, LEASING ONE THOUSAND SHARES OF TWIN FALLS CANAL COMPANY WATER HELD BY THE CITY OF TWIN FALLS AND ESTABLISH A PRICE PER SHARE.

WHEREAS, Idaho Code §50-1407 authorizes the City Council to lease “real or personal property not otherwise needed for city purposes” by resolution; and,

WHEREAS, Idaho Code §50-1407 further authorizes the City Council to set “such terms as the city council determines may be just and equitable”; and,

WHEREAS, the City possesses one thousand shares of Twin Falls Canal Company water that is “not otherwise needed for city purposes”; and,

WHEREAS, Southwest Irrigation District desires to lease one thousand water shares from the City of Twin Falls and is willing to pay the \$10 transfer fee and \$70 per share; and,

WHEREAS, the City Council believes that a lease of the shares at \$70 per share and the payment of the \$10 transfer fee is “just and equitable.”

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

Section 1: The Twin Falls City Council hereby leases 1,000 shares of Twin Falls Canal Company water to Southwest Irrigation District with the following terms:

1,000 shares will be leased to the Southwest Irrigation District for one year, upon payment to the City of \$70 per share and a \$10 transfer fee. Total payment will be \$70,010.

PASSED BY THE CITY COUNCIL: _____, 2021.

SIGNED BY THE MAYOR: _____, 2021.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, January 11, 2021
To: Planning and Zoning Commission
From: Elizabeth Hart, City Planner, Senior Planner

ACTION ITEM

Request:

Request for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 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. On December 8, 2020, the Planning & Zoning Commission recommended approval to City Council of this request by a vote of 4-1. (PZ20-0088)

Time Estimate:

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

Background:

This is a request of a Zoning District Change & Zoning Map Amendment from R-4 to R-4 M-2 & C-1 ZDA for the 500-800 blocks of Grandview Drive South, at Parcel RPT00107204800.

Approval Process:

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

Budget Impact:

NA

Regulatory Impact:

Per City Code 10-6-1.4 (B) The ZDA shall conform to all sections of this title unless specifically addressed in the written commitment document. All applications to the city shall list all requested variations from the standard requirements.

History:

The subject property is approximately 157 acres and was previously used for agricultural purposes. It was annexed into the City in 2006 and is currently zoned R-4.

Analysis:

The applicant has declared a few modifications from the applicable City Code:

1. Three (3) modifications to the R-4 district:
 - a. Allowing dwellings of a triplex and fourplex as a permitted use.
 - b. Allowing the following types of Governmental Facilities as permitted uses: Fire and Police Stations, Governmental office buildings, and Judicial facilities.
 - c. Reducing the minimum lot area requirement for duplexes from 7000 SF to 6500 SF

2. One (1) modification to the C-1 district:

a. Allowing a triplex or fourplex as a permitted use.

3. Addition of a landscaped buffer where the C-1 and M-2 districts are adjacent to the R-4 district. A ten (10) foot landscaped buffer is required to provide sound and visual buffering.

City Staff finds the result of these changes allows for a transition between existing and future residential uses, and future commercial and industrial uses. The proposed ZDA helps accomplish the transition between uses by creating a visual and physical separation between uses.

Conclusion:

The Planning and Zoning Commission held a public hearing on December 8, 2020 and recommended approval to the City Council by a of 4-1.

The City Council is tasked with making a final decision on this item. If approved, 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. PZ20-088 CC SR Public Hearing
2. Grandview Falls ZDA Vicinity Map
3. Narrative - Grandview Falls ZDA
4. Grandview Falls ZDA Agreement
5. ZDA Conceptual Development Plan - Reduced File Size
6. 12-08-20 PZC minutes draft
7. Public Comment Notice PZ20-0088 #1
8. Public Comment PZ20-0088 #2
9. 3 - Public Comment PZ20-0088



Comprehensive Staff Report

To: Honorable Mayor and City Council

Presenter: Liz Hart, Senior City Planner

Request: A Decision from City Council for a **Zoning District Change and Zoning Map Amendment** from R-4 to R-4, C-1, M-2 ZDA for 157(+/-) acres located at the 500-800 block of Grandview Drive South, at Parcel RPT00107204800

Application: PZ20-0088

Applicant & Representative:
Greg Harman, Grandview Falls LLC
c/o David Thibault
EHM Engineers Inc.
621 N College Rd., Ste. 100
Twin Falls, ID 83301

City Council Public Hearing: January 11, 2021

Background

This is a request of a Zoning District Change & Zoning Map Amendment from R-4 to R-4 M-2 & C-1 ZDA for the 500-800 blocks of Grandview Drive South, at Parcel RPT00107204800.

History

The subject property is approximately 157 acres and was previously used for agricultural purposes. It was annexed into the City in 2006 and is currently zoned R-4.

On December 8, 2020, the Planning and Zoning Commission held a public hearing and recommended approval to the City Council of this request by a vote of 4-1.

Approval Process

Per City Code 10-6-1.7 (B) The applicant is required to present a preliminary review prior to a public hearing to the Planning and Zoning Commission in which the Commission may give suggestions and ask questions of the applicant about the proposed ZDA. *This preliminary presentation took place on November 17, 2020.*

Per City Code 10-6-1.7(E) Approval of a ZDA shall be based on the following standards: the proposed uses are not detrimental to surround properties;

deviations from Title 10 shall be warranted by the design of the conceptual plan; conformance to the Comprehensive Plan, and existing and/or proposed infrastructure must be adequate for the project.

Per City Code 10-14-1 thru 8 Any application for a zoning district change shall follow the procedures outline in these sections.

Applicable Zoning Regulations:

Per City Code 10-6-1.4 (B) The ZDA shall conform to all sections of this title unless specifically addressed in the written commitment document. All applications to the city shall list all requested variations from the standard requirements.

Comprehensive Plan Compliance

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Industrial/Flex/Employment" and is described as: a mix of, but not limited to, office parks, warehousing, and general manufacturing, with integrated supporting uses like hotels, restaurants, and other retail.

There are other goals and objectives outlined within the document which point towards projects like this as being appropriate for this area of our City. As a

cumulative determination, Staff determines this request conforms with the Comprehensive Plan.

Analysis:

The applicant is proposing to lay out the subject property into three (3) zoning districts. The southern portion of the subject property, along Orchard Drive, is proposed as the R-4 district with multi-family units and single-family lots. The single family lots lay on the south-east side of the project and the multi-family units lay on the south-west side of the project. North of the single-family lots the applicant is proposing a mix of the C-1 and M-2 districts. A landscaped buffer, as described in the ZDA, is required between the single-family lots and C-1 and M-2 districts. North of the multi-family units, the C-1 districts is proposed. Within the C-1 and M-2 districts the applicant is proposing multiple flex-buildings, office-warehouse buildings, office-flex buildings, and an indoor storage facility.

A high-pressure gas main easement crosses the project from the north-west corner to the east-south area of the property, extending through the C-1 and M-2 districts. Since buildings are not allowed within the easement the applicant

has proposed to put parking, landscaping, and open space within the easement.

The applicant has declared a few modifications from the applicable City Code:

- 1) Three (3) modifications to the R-4 district:
 - a) Allowing dwellings of a triplex and fourplex as a permitted use.
 - b) Allowing the following types of Governmental Facilities as permitted uses: Fire and Police Stations, Governmental office buildings, and Judicial facilities
 - c) Reducing the minimum lot area requirement for duplexes from 7000 SF to 6500 SF.
- 2) One (1) modification to the C-1 district:
 - a) Allowing a triplex or fourplex as a permitted use.
- 3) Addition of a landscaped buffer where the C-1 and M-2 districts are adjacent to the R-4 district. A ten (10) foot landscaped buffer is required to provide sound and visual buffering.

City Staff finds the result of these changes allows for a transition between existing and future residential uses, and future commercial and industrial uses. The proposed ZDA helps accomplish the transition between uses by creating a visual and physical separation between uses.

All site regulations will be checked by staff during the building permit process.

Potential Impacts

The modifications from current code are not anticipated to create undue impacts to the surround properties, except for an increase in traffic on Orchard and Grandview. The intersection of Washington Street S and Orchard Drive is anticipated to be the most impacted by this project. However, the City of Twin Falls has created an impact fee program which requires all new development to pay for their proportional share of roadway improvements required from

impacts of the new development. This project will be required to participate in that program and the anticipated impacts to the intersections in question should be mitigated appropriately in a timely manner.

Conclusion

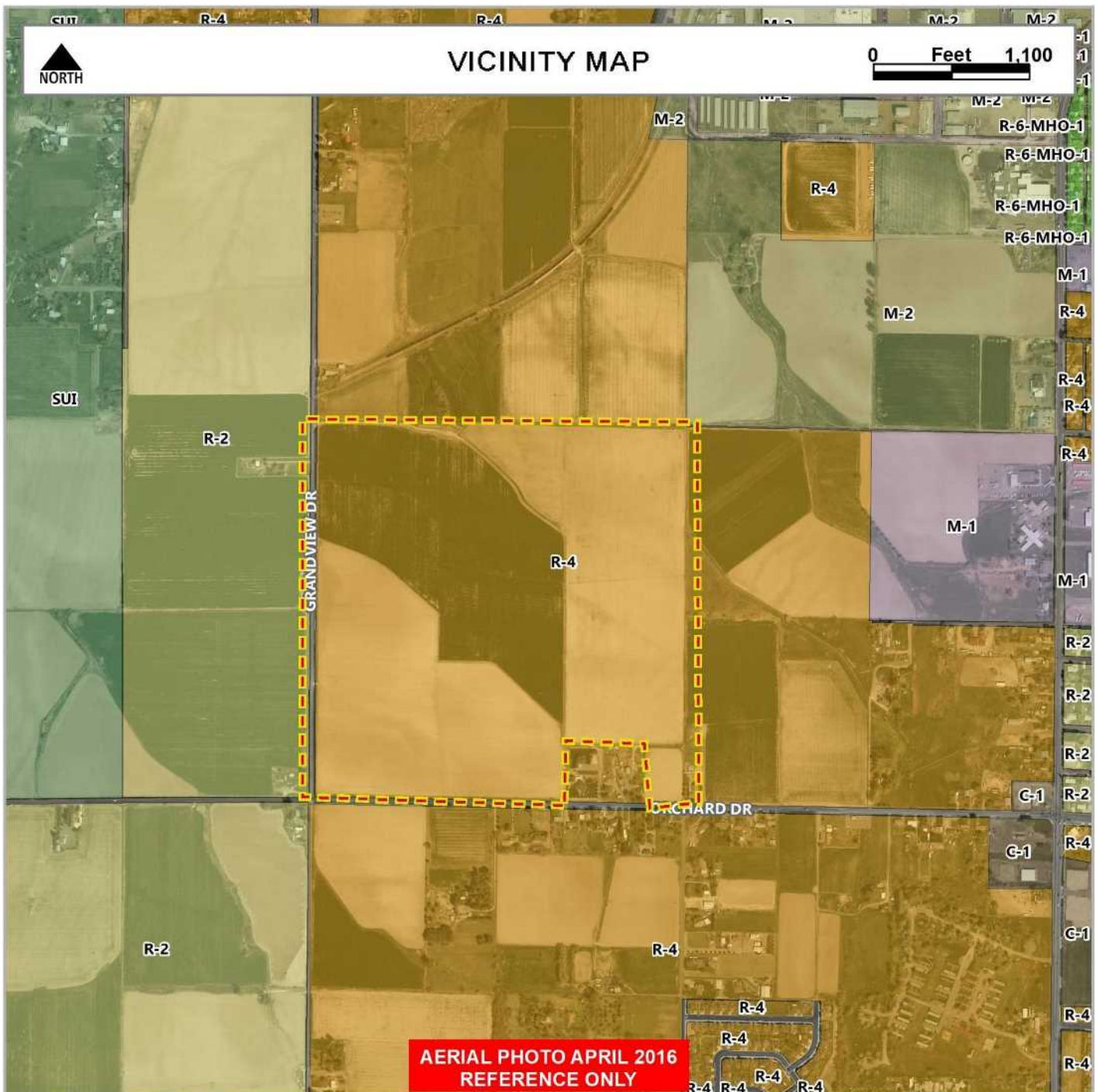
The City Council is tasked with making a final decision on this item. You may approve the item as requested; approve the item with modifications, deny the item, or table the item to seek additional information.

Upon conclusion should the City Council approve 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. ZDA
4. Exhibits



Current Zoning: R-4

Comprehensive Plan: Industrial/Flex/Employment

Existing Land Use: Undeveloped

Proposed Land Use: Residential, Commercial, and Industrial

Surrounding Zoning Designations & Land Use(s)

North: R-4, Agriculture

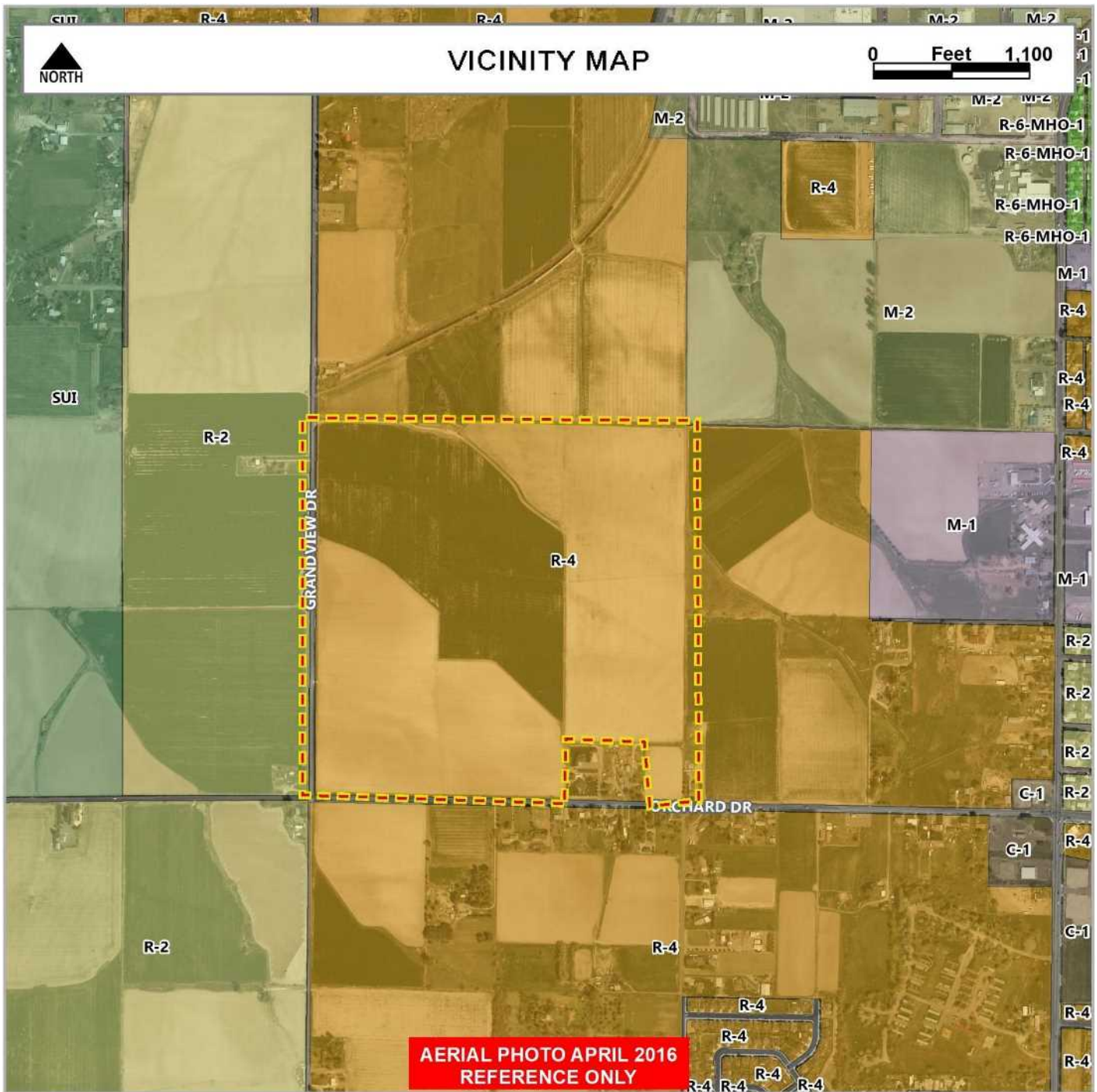
East: R-4, Residential, Agriculture

South: R-4, Residential and Agriculture

West: R-2, Residential, Agriculture

Applicable Regulations

10-1-4, 10-1-5, 10-4-5, 10-4-8, 10-5-10, 10-6-1



Current Zoning: R-4

Comprehensive Plan: Industrial/Flex/Employment

Existing Land Use: Undeveloped

Proposed Land Use: Residential, Commercial, and Industrial

Surrounding Zoning Designations & Land Use(s)

North: R-4, Agriculture

East: R-4, Residential, Agriculture

South: R-4, Residential and Agriculture

West: R-2, Residential, Agriculture

Applicable Regulations

10-1-4, 10-1-5, 10-4-5, 10-4-8, 10-5-10, 10-6-1



Grandview Falls ZDA Narrative

This request for a zoning designation agreement (ZDA) is related to and prepared on behalf of Grandview Falls, LLC by EHM Engineers, Inc. Grandview Falls, LLC is the owner of approximately 155 acres which is located in the southwest vicinity of the City Limits of the City of Twin Falls. The general area is relatively undeveloped and is somewhat transitioning as large industry and municipal infrastructure expands south and west.

As a result of the growth and expansion of the City utilities and general businesses, the ownership desires to establish a master plan and vision associated with the zoning of the property. The proposal is to include residential, commercial, and industrial zoning designations and uses upon the property. This master plan will allow for proper transitions and neighboring use buffers which will encourage harmony in the development process.

Traffic will be maintained for the industrial uses along primary collect streets located on the one-half mile grid lines, with commercial highway district zoning and uses pushed to the perimeter along the one mile (arterial) grid lines. The residential portion of the property will back up to the arterials, but will be accessed internally with local residential type streets.

Noise, odor, glare, and vibration nuisances are expected to be mitigated with the expansive land area and general separations as depicted upon the master plan. It is anticipated that municipal water and sanitary sewer services will be extended to the property during development. Irrigation water will be utilized by pumping stations supplied with shares from the Twin Falls Canal Company.

Please refer to the additional information and layouts included within the ZDA application for further information.

DRAFT

DRAFT

MIXED USE RESIDENTIAL / COMMERCIAL / MANUFACTURING
ZONING DEVELOPMENT AGREEMENT

GRANDVIEW FALLS

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the **CITY OF TWIN FALLS**, a municipal corporation, State of Idaho (hereinafter called “City”), and **GRANDVIEW FALLS, LLC**, an Idaho limited liability company (hereinafter called “Developer”), whose address is 3533 East 3985 North Kimberly, Idaho 83341.

RECITALS:

WHEREAS, the Developer is the owner of the certain tract of land in the City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described in Exhibit A attached hereto (the “Property”), which Property is south of Falls Avenue West and west of Grandview Avenue North, extended to the South, known as GRANDVIEW FALLS and

WHEREAS, the Developer intends to develop and/or sell all or portions of the Property from time to time; and

WHEREAS, the Developer has made request of the City to develop a mixed use subdivision (the “Project”) on the Property and has submitted to the City the Master Development Plan (Exhibit B) thereof which has been approved for development as a “mixed use residential/commercial/manufacturing development” by the Planning and Zoning Commission and City Council of the City; and

WHEREAS, the City, by and through its City Council, has agreed to the development of said Project within the City of Twin Falls, Idaho, subject to certain terms, conditions and understandings, which terms, conditions and understands are the subject of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the City agree as follows:

1. **NATURE OF THE AGREEMENT:** This Agreement shall become part of the “C-1 ZDA, M-2 ZDA, and R-4 ZDA” zones with respect to the Project upon its full execution and recording. The Developer and its assigns or successors in interest, as well as the City and its assigns or successors (if any), shall be bound by the terms and conditions contained therein.
2. **NATURE OF THE DEVELOPMENT:** It is agreed by the parties hereto that certain language and requirements pertaining to the “Project” zone shall be interpreted as follows:
 - A. **USES.** (See attached Master Development Plan Exhibit B and detailed Master Plan Exhibit C of the Project).
 1. C-1 ZDA Commercial District. Development shall meet the requirements of the C-1 zone City Code 10-4-8 for all uses and development standards except as noted below.
 - (a) Permitted uses shall include the following in addition to those permitted in Twin Falls City Code 10-4-8.2(A):
 - i. Dwellings – Duplex, Triplex, and Fourplex

2. M-2 ZDA, Heavy Manufacturing District, Development shall meet the requirements of the M-2 Zone, City Code 10-4-10 for all uses and development standards.
3. R-4 ZDA, Residential Medium Density District, Development shall meet the requirements of the R-4 Zone, City Code 10-4-5 for all uses and development standards except as noted below:
 - (a) Permitted uses shall include the following in addition to those permitted in Twin Falls City Code 10-4-5.2(A):
 - i. Dwellings – Triplex, and Fourplex
 - ii. Governmental Facilities
 - a. Fire stations and police stations.
 - b. Governmental office buildings.
 - c. Judicial facilities.
 - (b) Property Development Standards – Lot Area, The minimum lot area per single household dwelling shall be four thousand (4,000) square feet, six thousand five hundred (6,500) square feet for a duplex, and the lot area for multiplex dwelling units shall increase over the duplex area by two thousand (2,000) square feet per dwelling unit or one thousand (1,000) square feet per unit above or below the ground level unit on average. The average density of the development shall conform to the restrictions identified above. Multiple story units shall be allowed in so far as the overall average density is maintained.

B. HOURS OF OPERATION: The hours of operation for all activity within the ZDA area shall be between the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. except residential and residential support facilities which shall not be limited, unless otherwise authorized by the City of Twin Falls through the Special Use Permit Process.

C. PHASING OF DEVELOPMENT: Developer shall be permitted to develop the Property in phases, so long as those phases are in compliance with the Master Development Plans and this ZDA Agreement, and an approved preliminary plat. Approval for each phase may be obtained by submission of a technically correct final plat for each phase to the City Council. The designation and location of specific uses on the Master Plan are conceptual and minor changes therefrom shall not provide basis for disapproval of any final plat. There shall be no minimum and a five (5) year maximum time limit between phases unless an extension is granted by Twin Falls City Council.

D. STREET, SEWER, WATER, AND DRAINAGE IMPROVEMENTS:

- a. PRIVATE ROADWAYS: The developer may elect to construct private roadways with and without gated access as part of the development. In all cases,

appropriate widths for emergency response vehicles and turn around locations shall be provided.

E. OTHER DEVELOPMENT CRITERIA. The Property or any portion thereof shall be developed in accordance with criteria set forth in this Section and all applicable provisions of City Code.

- a. LANDSCAPING: Perimeter landscaping along interior streets in the commercial areas shall be installed on each parcel of the Property and in the public rights-of-way adjacent thereto at the time site and building improvements are completed thereon, or by the next planting season. Such landscaped perimeter in commercial areas shall be installed and extend to a depth of eleven (11) feet behind the back of curb and shall include the sidewalks width the Developer elects to install.

Landscaping shall be required where commercial uses are adjacent to residential uses. A ten (10) foot buffer distance is required to provide sound and visual buffering. The buffer area is to be landscaped with coniferous and deciduous trees and/or solid fencing with shrubs, berms, walls and/or planter boxes to create a dense buffer in a relatively short distance.

Landscaping shall be accomplished as required by the City Code of the City of Twin Falls within the limits of the Property as each phase is constructed.

In all cases landscaping will meet or exceed the minimum landscaping requirements of the City of Twin Falls Zoning and Subdivision Requirements.

DRAFT

DRAFT

IN WITNESS WHEREOF, the City has affixed its seal and caused these presents to be executed by its Mayor on the date above written.

“CITY”
CITY OF TWIN FALLS

By: _____
Mayor

ATTEST:

City Clerk

“DEVELOPER”
GRANDVIEW FALLS, LLC

By: _____

Manager

STATE OF IDAHO)
 ss.
County of Twin Falls)

On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared _____, known or identified to me, to be the Manager of Grandview Falls, LLC, that executed the 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.

NOTARY PUBLIC FOR IDAHO
Residing at _____
My commission expires _____

DRAFT

DRAFT

STATE OF IDAHO)
 ss.
County of Twin Falls)

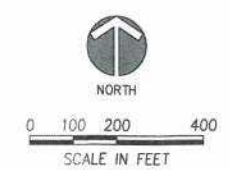
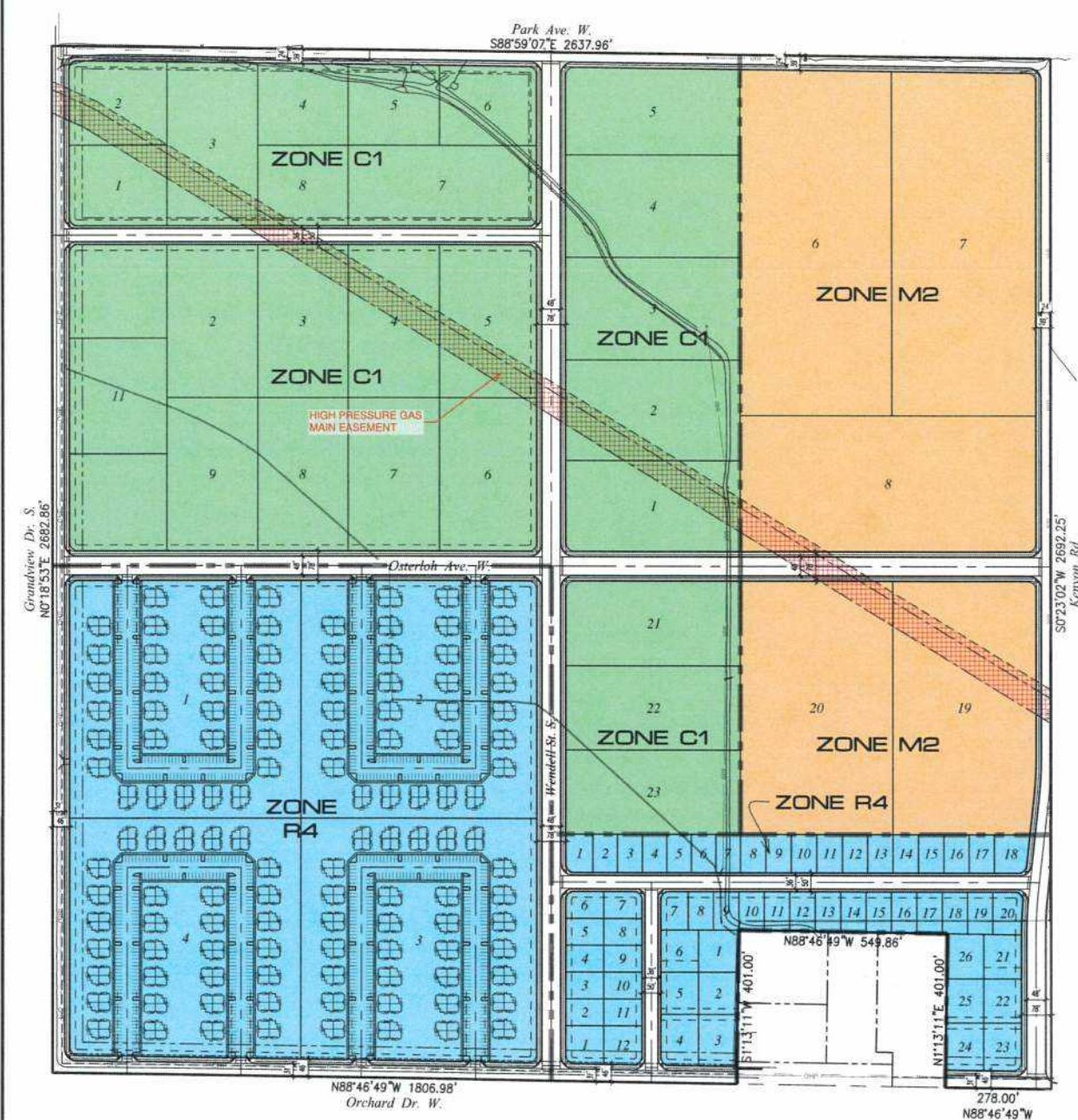
On this _____ day of _____, 2020 before me, a Notary Public for said County and State, personally appeared _____ and _____, Known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed the said instrument, and acknowledged to me that such City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

NOTARY PUBLIC FOR IDAHO

Residing at _____

My commission expires _____



- ZONE C1
- ZONE M2
- ZONE R4
- HIGH PRESSURE GAS MAIN EASEMENT

GRANDVIEW FALLS SUBDIVISION
Located In
A Portion of
SW ⁴, Section 20
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2020

Development Notes:
1. ALL LOTS ACCESSED FROM COLLECTOR STREETS ARE REQUIRED TO HAVE AN ONSITE TURNAROUND AND BE CONSTRUCTED TO THE REQUIREMENTS OF THE CITY OF TWIN FALLS STANDARD DRAWING 17SD-7100 OR AN ALTERNATE LAYOUT TO BE APPROVED BY THE CITY SHOWN ON A SITE PLAN INCLUDED WITH THE BUILDING PERMIT APPLICATION.

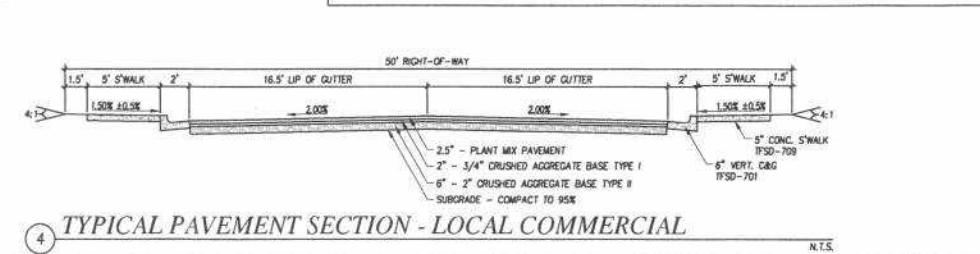
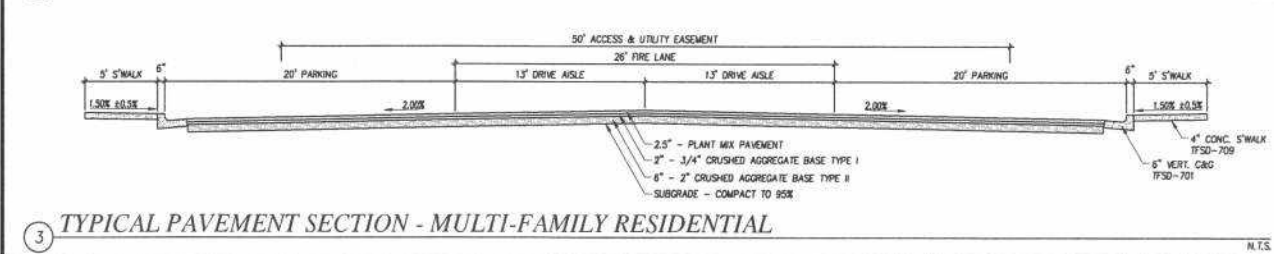
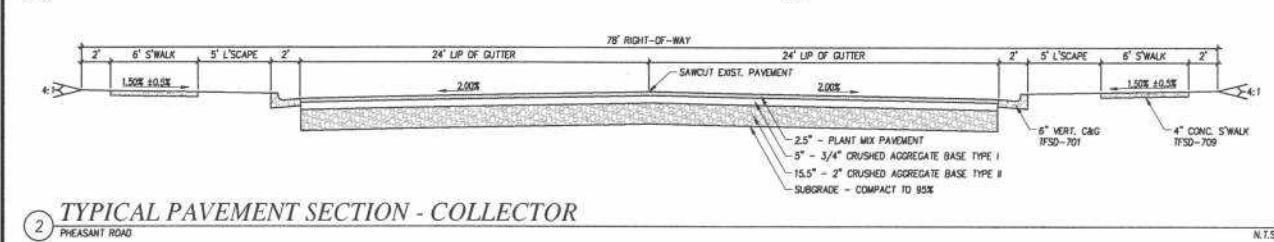
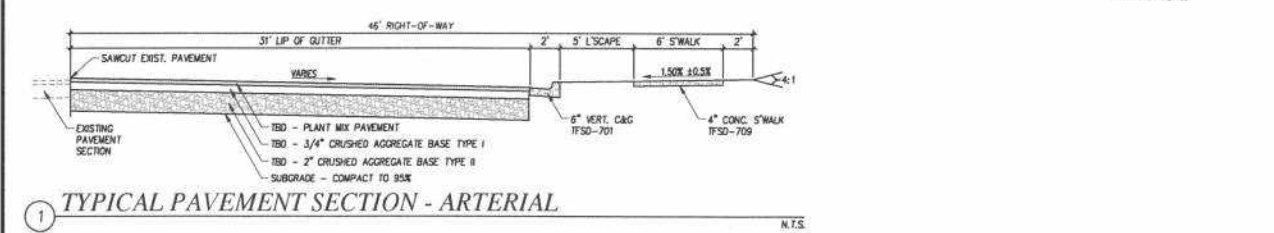
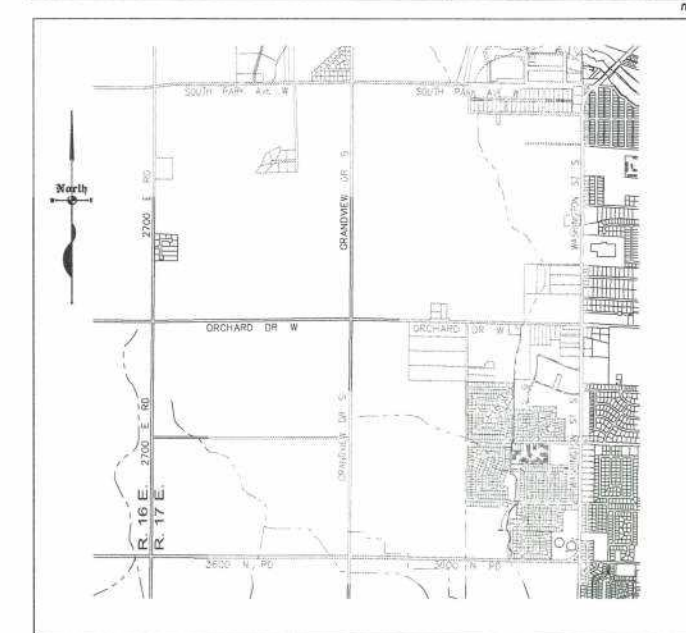
Design Data:

PARCEL NUMBER:	RPT00107204800	IRRIGATION:	CITY PRESSURE IRRIGATION
OWNER/DEVELOPER:	GRANDVIEW FALLS, LLC 3533 E. 3905 N. KIMBERLY, ID. 83301 PH:	STREETS:	ARTERIAL - GRANDVIEW DR. S ORCHARD DR. W COLLECTOR - KENTON RD. OSTERLOH AVE. W. PARK AVE. W. WENDELL ST. S.
ENGINEER:	EHM ENGINEERS, INC. 621 N. COLLEGE RD., SUITE 100 TWIN FALLS, ID. 83301 (208) 734-4888	SETBACKS:	RESIDENTIAL - BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE STANDARDS FOR ZONING DISTRICT IN EFFECT AT THE TIME OF ISSUANCE OF BUILDING PERMITS.
EXISTING ZONE:	R-4	EASEMENTS:	15' UTILITY EASEMENT ALONG ALL ROADWAY FRONTAGES. ALL OTHER EASEMENTS ARE LABELED.
PROPOSED ZONE:	R-4, M-2, C-1	UTILITIES:	UNDERGROUND POWER, TELEPHONE, GAS, & CABLE TELEVISION
EXISTING USE:	AGRICULTURAL		
PROPOSED USE:	PER ZDA		
DEVELOPMENT AREA:	157.58 ACRES		
VARIANCE:	NONE REQUESTED		
SEWER:	CITY SEWER		
WATER:	CITY WATER		

Topographic Legend:

	PROPOSED	EXISTING
CATCH BASIN		
PRESSURE IRRIGATION METER		
IRRIGATION VALVE		
BLOW-OFF ASSEMBLY		
SEWER MANHOLE		
CLEAN OUT		
WATER METER		
FIRE HYDRANT		
WATERPOLE		
POWER POLE		
TELEPHONE RISER		
MAIL BOX		
DRAINAGE FLOW ARROW		
BUSH / SHRUB		
SANITARY SEWER LINE		
STORM DRAIN LINE		
WATER LINE		
GRAVITY IRRIGATION LINE		
PRESSURE IRRIGATION LINE		
TELEPHONE LINE		
FENCELINE		
EDGE OF ASPHALT		
EDGE OF GRAVEL		
VERTICAL CURB AND GUTTER		
ROLLED CURB AND GUTTER		
CONCRETE SIDEWALK		
BUILDING FOOTPRINT		
EXISTING GROUND CONTOUR (CONT. FIRE HYDRANT DATUM) (NAVD 1988 DATUM)		

VICINITY SKETCH:



Boundary Legend:

SURVEY BOUNDARY LINE	
SECTION LINE	
SUBDIVISIONAL SECTION LINE	
PROPOSED EASEMENT LINE	
ADJACENT PROPERTY LINE	
CENTERLINE OF STREET	
PLATTED LOT LINE	
ZONE BOUNDARY LINE	

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208) 734-4888 fax (208) 734-6049 web: ehmine.com

MASTER DEVELOPMENT PLAN
for
GRANDVIEW FALLS SUBDIVISION

REVISIONS

NO.	DESCRIPTION	DATE

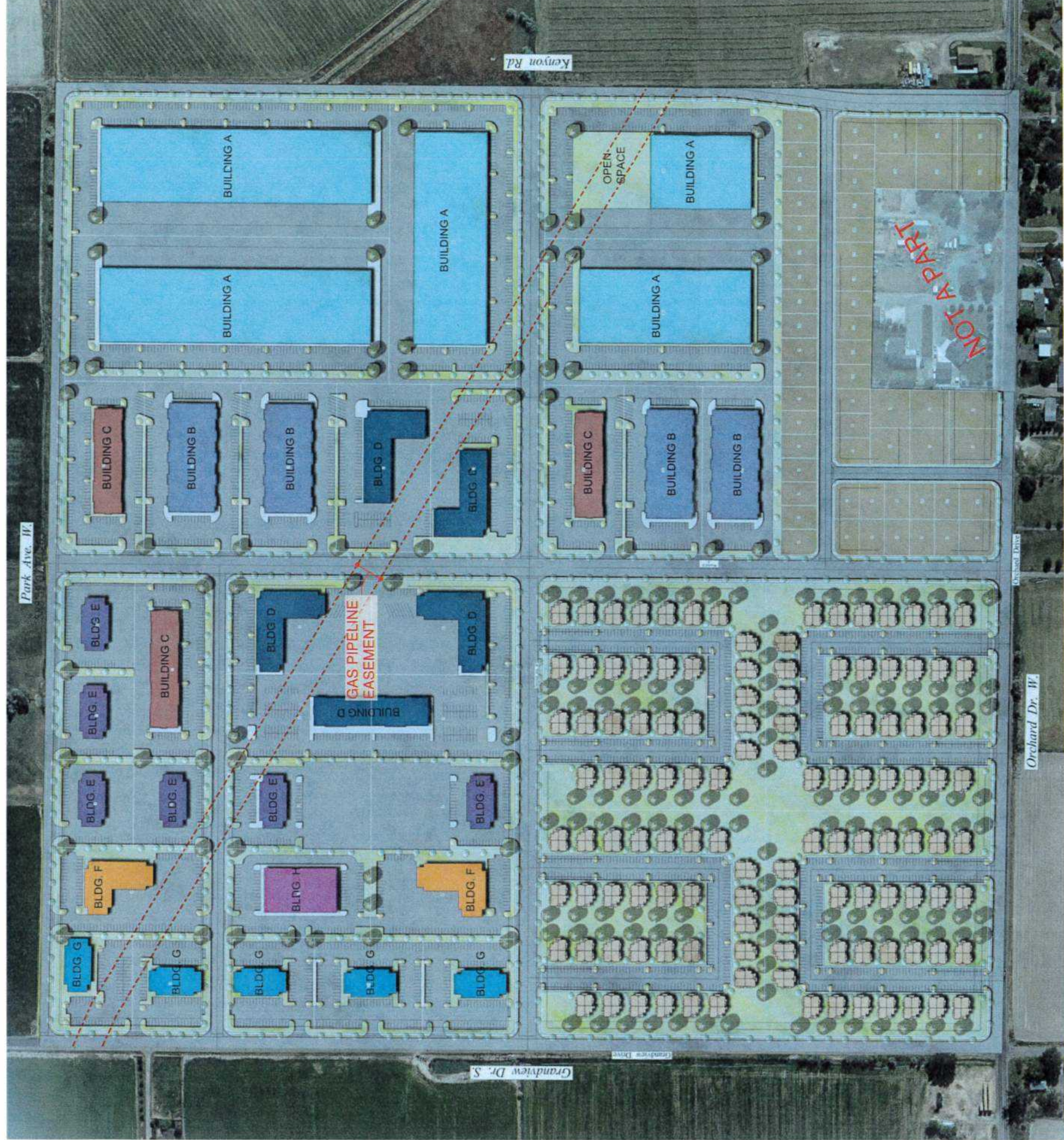
DO NOT SCALE DRAWINGS
CONTRACTOR SHALL VERIFY ALL
CONDITIONS AND DIMENSIONS AT
THE JOB SITE AND NOTIFY THE
ENGINEER OF ANY DIMENSIONAL
ERRORS, OMISSIONS, OR DIS-
CREPANCIES BEFORE BEGINNING
OR FABRICATING ANY WORK.

STAMP

APPROVED	
DESIGN	
DRAWN	
DATE	12/10/2019
SCALE	AS SHOWN
DWG. NO.	C.392-19 PPLAT
SHEET	MDP

MASTER PLAN

INDUSTRIAL PARK



FLEX BUILDING A
THIS PLAN PROVIDES:



FLEX BUILDING B
THIS PLAN PROVIDES:



FLEX BUILDING C
THIS PLAN PROVIDES:



FLEX BUILDING D
THIS PLAN PROVIDES:



OFFICE WAREHOUSE BUILDING E
THIS PLAN PROVIDES:



OFFICE WAREHOUSE BUILDING F
THIS PLAN PROVIDES:



MULTIPLE OFFICE FLEX BUILDING G
THIS PLAN PROVIDES:



TWO STORY INDOOR STORAGE BUILDING H
THIS PLAN PROVIDES:



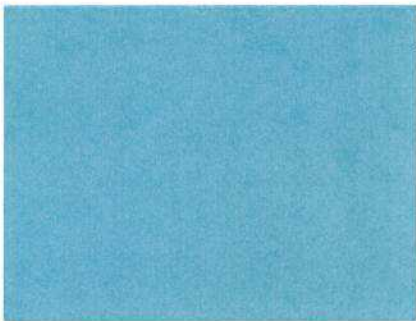
SINGLE FAMILY RESIDENTIAL
THIS PLAN PROVIDES:



RESIDENTIAL
THIS PLAN PROVIDES:

USE INFORMATION

INDUSTRIAL PARK



FLEX BUILDING A

THIS PLAN PROVIDES:

LARGE INDUSTRIAL BUILDINGS WITH OFFICE ENTRANCES AND CUSTOMER PARKING ON THE FRONT AND LOADING DOCKS IN THE BACK.



FLEX BUILDING B

THIS PLAN PROVIDES:

LOADING AREA IS IN THE FRONT WITH THE OFFICE ENTRANCE. THE BACK CAN EITHER HAVE THE SAME OR HAVE LARGE LOADING DOCKS FOR MORE STORAGE ACCESSIBILITY



FLEX BUILDING C

THIS PLAN PROVIDES:

THREE SIDES ARCHITECTURALLY NICE WITH THE LOADING AREA IN THE BACK



USE INFORMATION

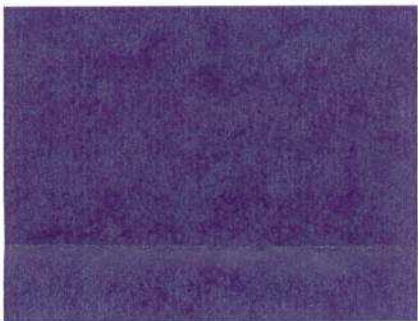
INDUSTRIAL PARK



FLEX BUILDING D

THIS PLAN PROVIDES:

THREE SIDES ARE ARCHITECTURALLY NICE WITH CORNER POP-OUTS. LOADING AREA IN THE BACK WITH 2 ACRES OF STORAGE YARD AND TRUCK PARKING



OFFICE WAREHOUSE BUILDING E

THIS PLAN PROVIDES:

ONLY FRONT SIDE LOOKS ARCHITECTURALLY NICE. LOADING IN THE BACK WITH .5 ACRE STORAGE YARD AND TRUCK PARKING



OFFICE WAREHOUSE BUILDING F

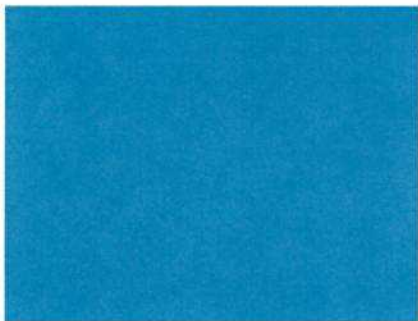
THIS PLAN PROVIDES:

THREE SIDES ARE ARCHITECTURALLY NICE WITH CORNER POP-OUTS. LOADING AREA IN THE BACK WITH 1 ACRE OF STORAGE YARD AND TRUCK PARKING



USE INFORMATION

INDUSTRIAL PARK



MULTIPLE OFFICE FLEX BUILDING G

THIS PLAN PROVIDES:

ALL SIDES ARE ARCHITECTURALLY NICE FOR PROFESSIONAL OFFICES. MULTIPLE COMPANIES COULD LEASE WITHIN EACH BUILDING.



TWO STORY INDOOR STORAGE BUILDING H

THIS PLAN PROVIDES:

CLIMATE CONTROLLER INDOOR STORAGE FACILITY.

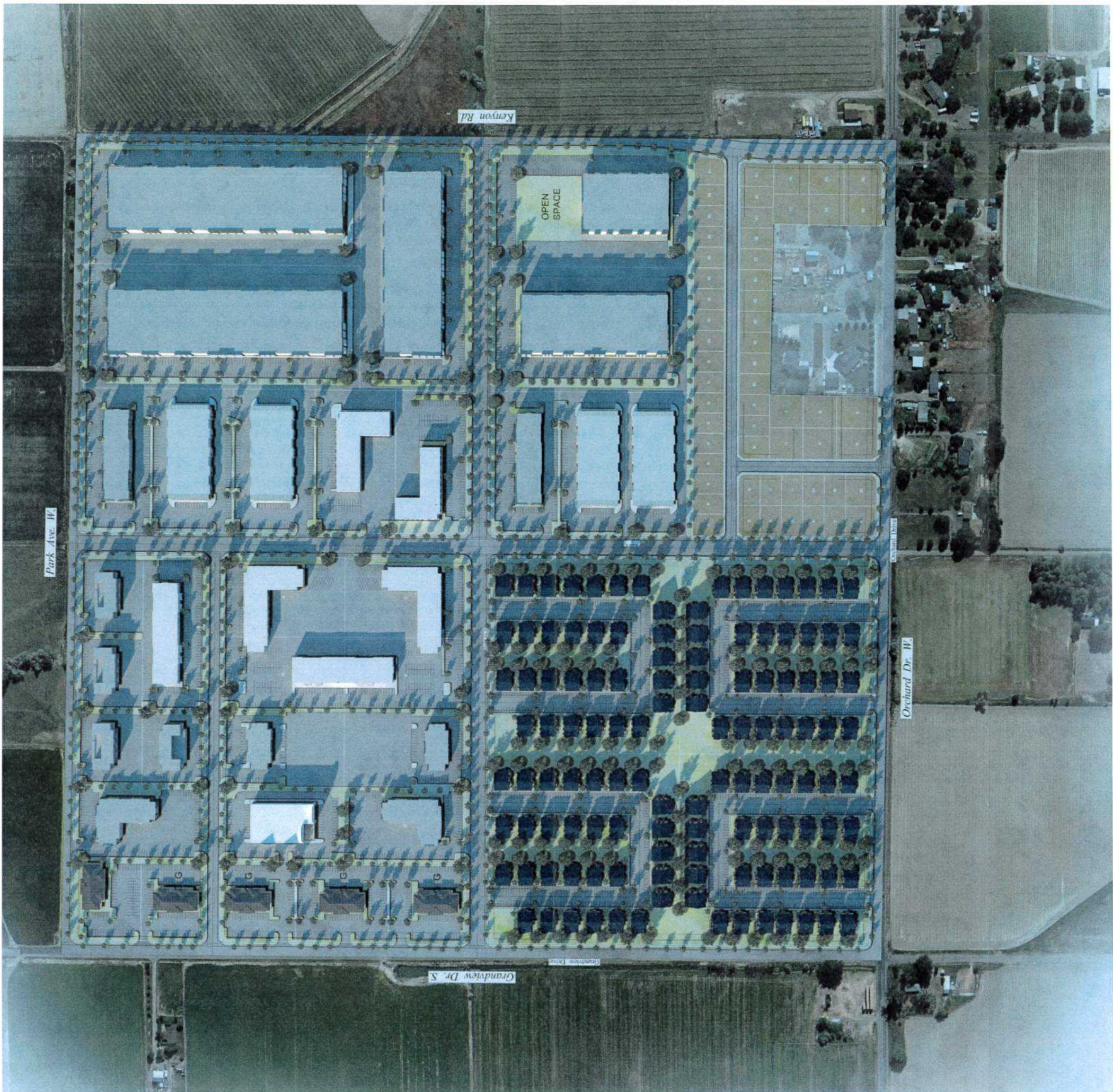


SINGLE FAMILY RESIDENTIAL

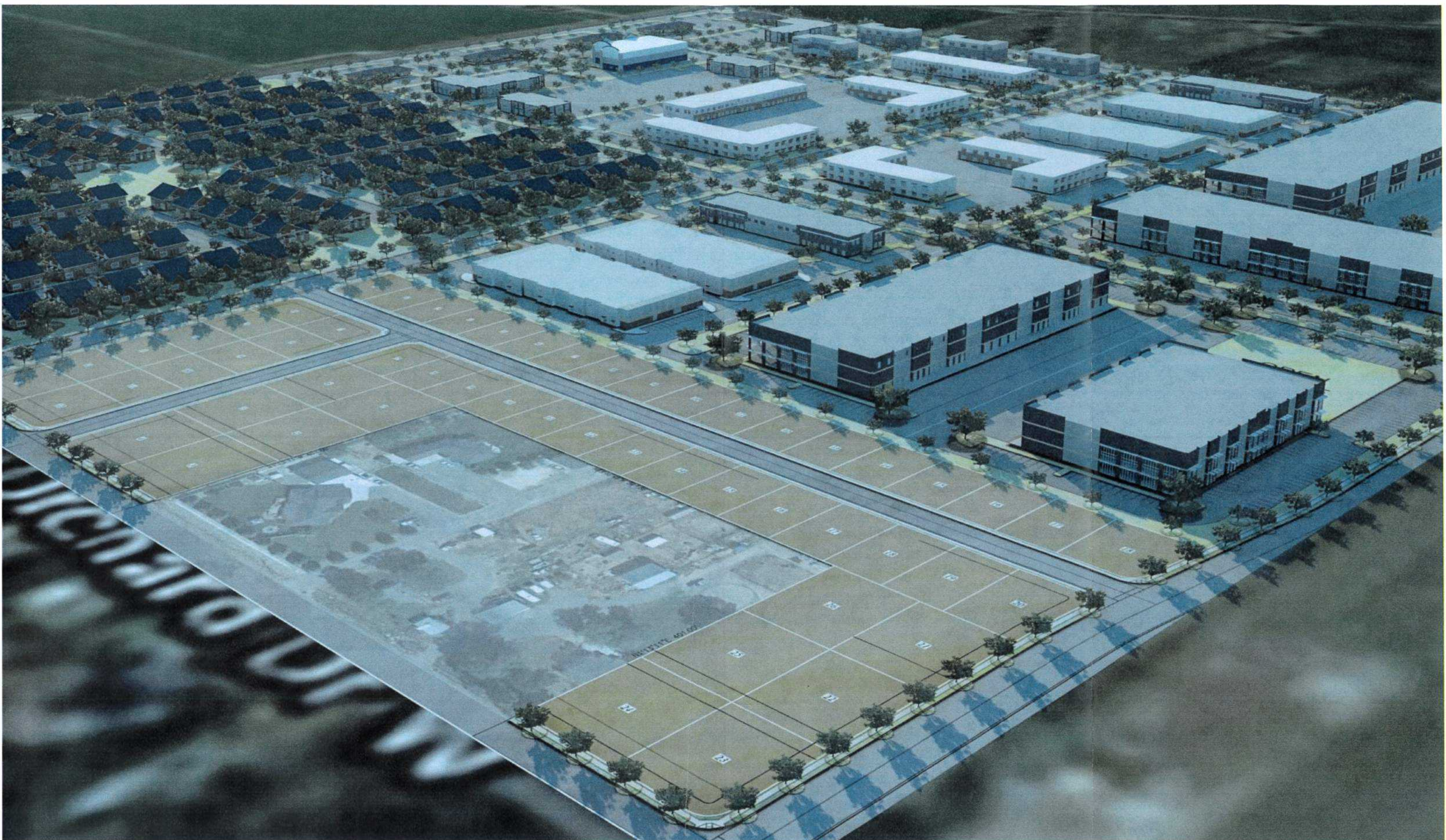


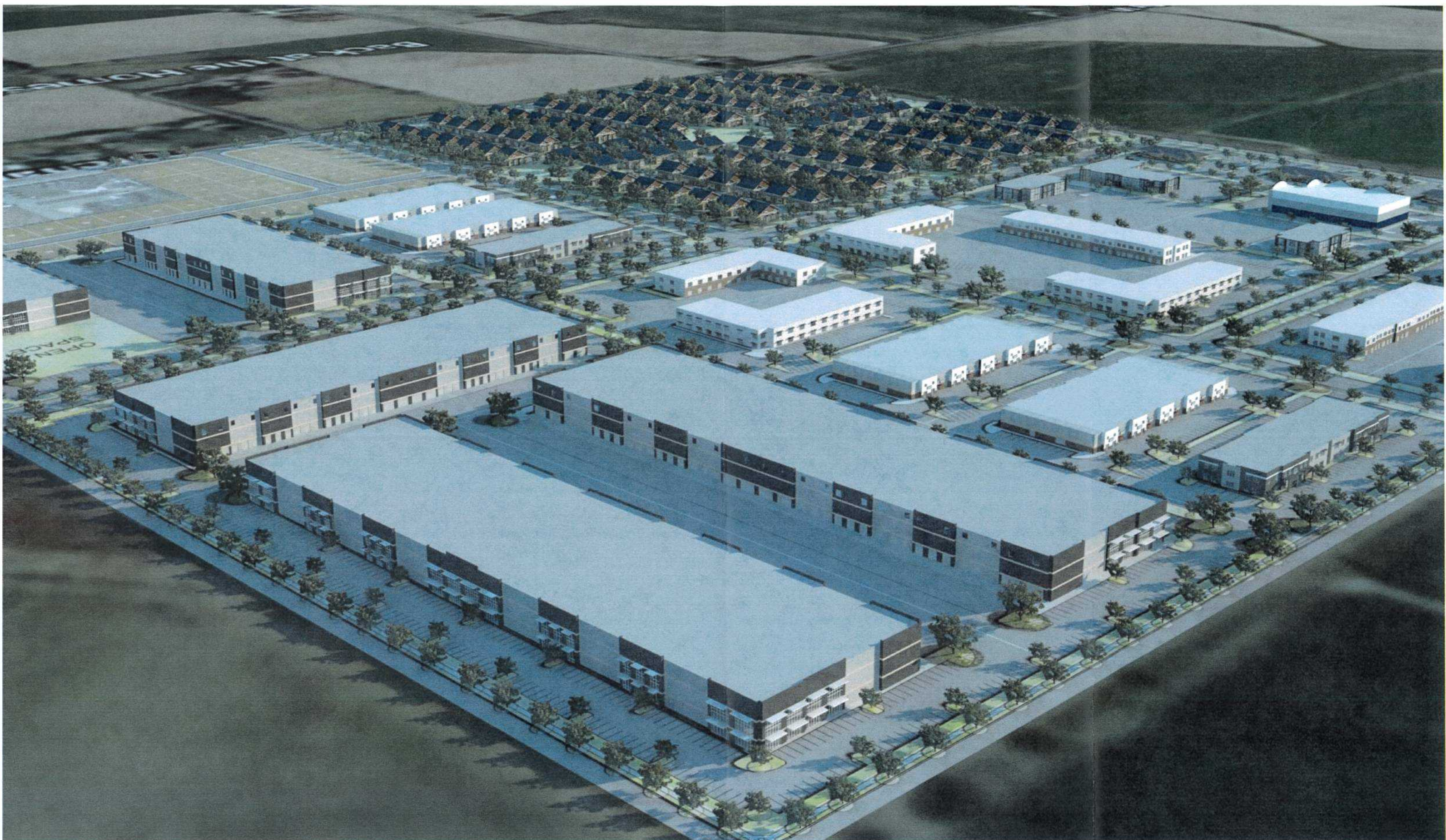
RESIDENTIAL

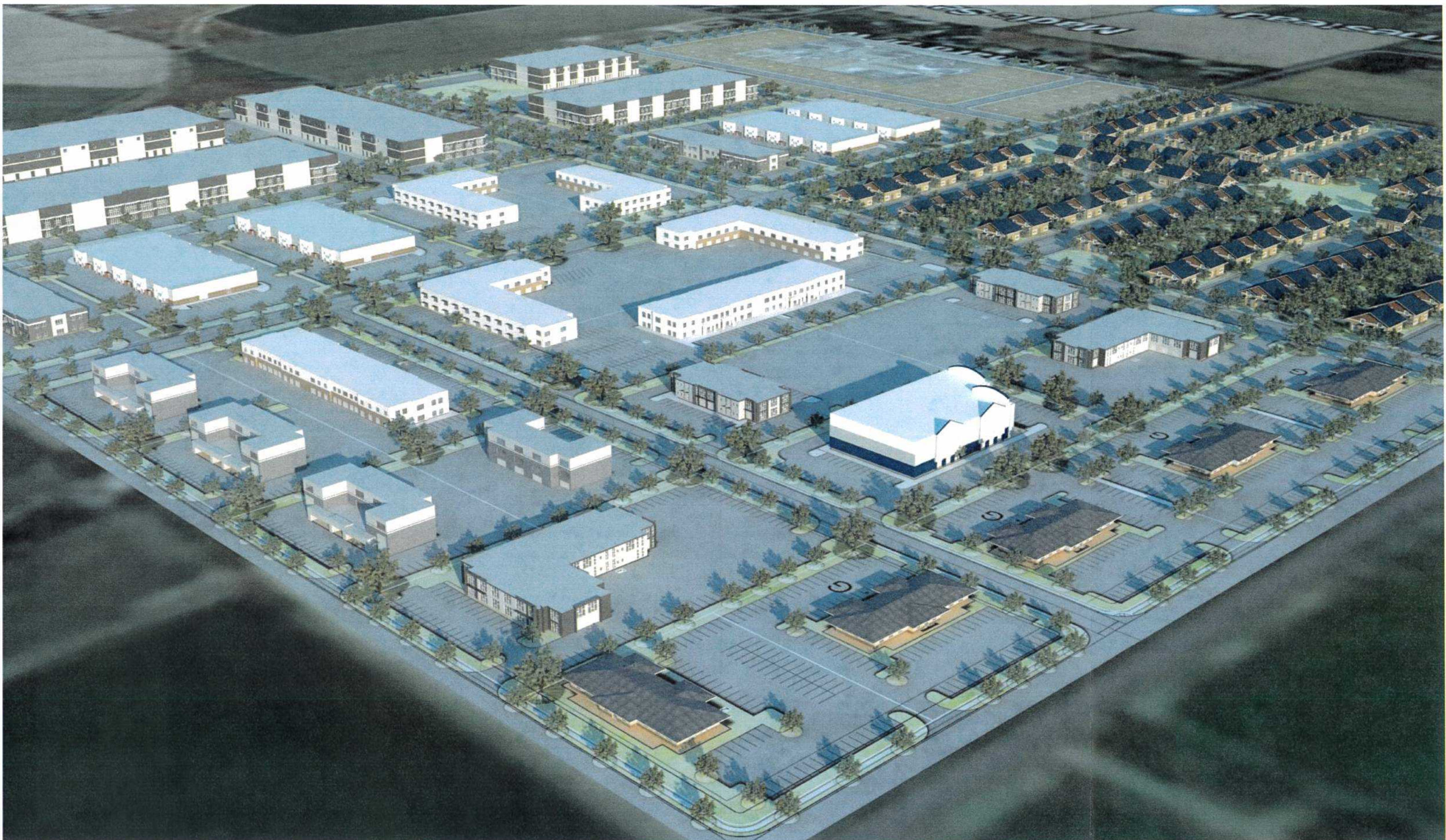






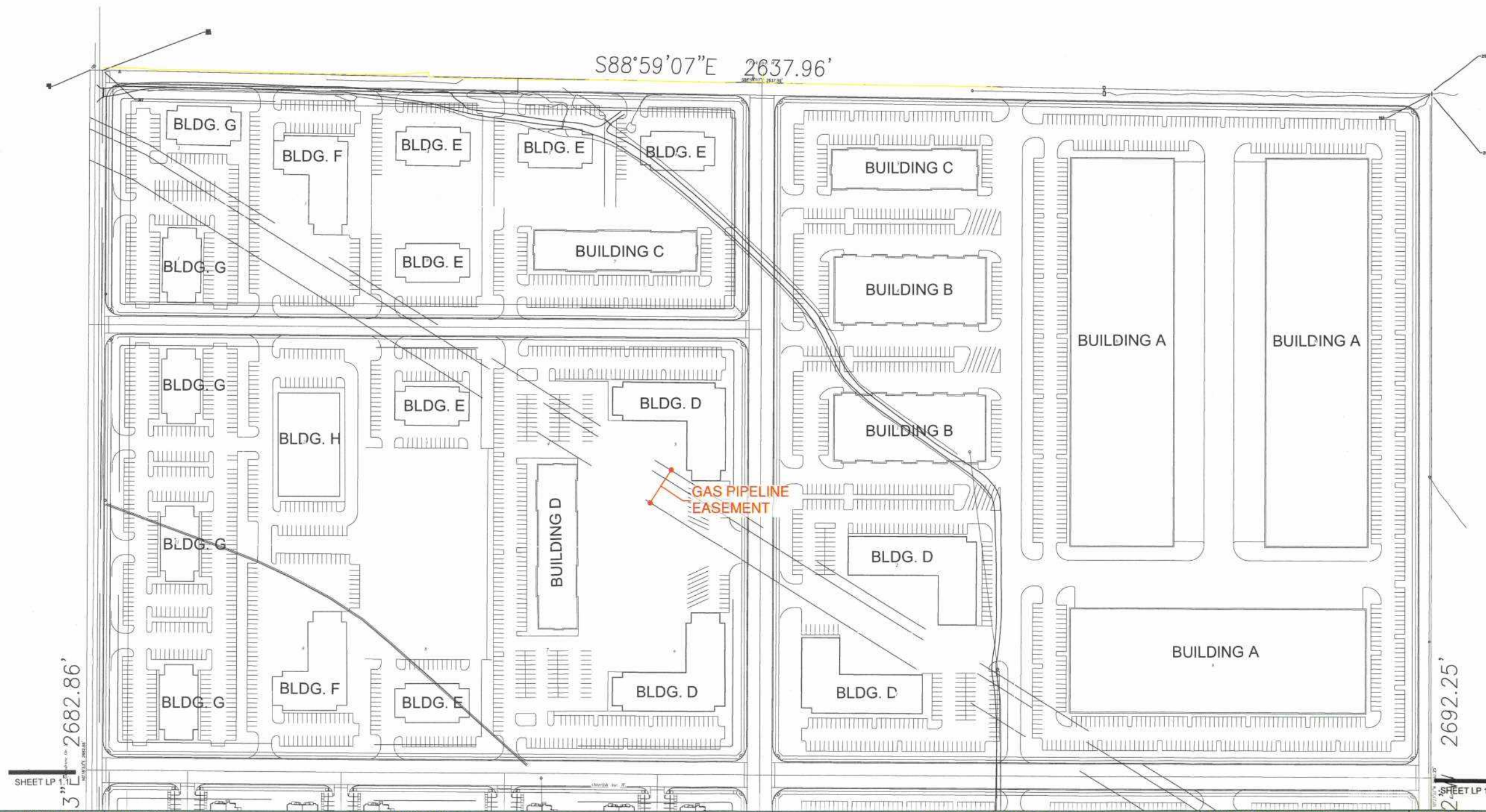












ISSUE DATE		
10-02-2020		
PROJECT NUMBER		
ID20001		
NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
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4		
5		
6		
7		

811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org



150 ACRE INDUSTRIAL PARK

MASTER PLAN

TWIN FALLS, IDAHO

DEVELOPER / PROPERTY OWNER / CLIENT
Developer / Property Owner

Client / Engineer
EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehmine.com

LANDSCAPE ARCHITECT / PLANNER

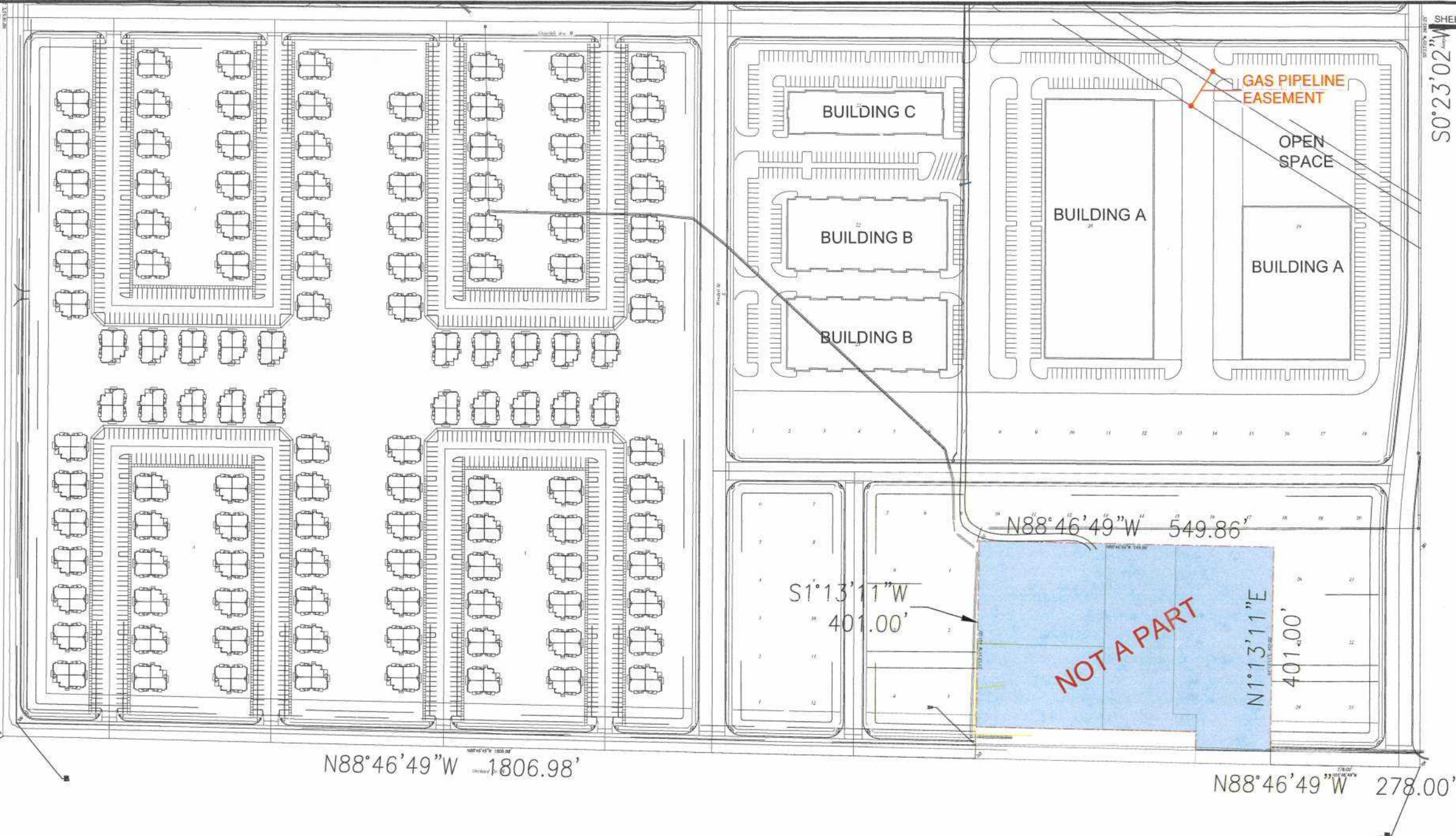
PKJ DESIGN GROUP
Landscape Architecture • Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP

PAZ: JTA
DRAWN: KBA
CHECKED: TM
PLOT DATE: 10/2/2020

LANDSCAPE PLAN
PRELIMINARY PLANS NOT
FOR CONSTRUCTION
LP-1.0

N0°18'53"E



S0°23'02"W

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION
10-02-2020		ID20001	
NO.	REVISION	DATE	
1	XXXX	XX-XX-XX	
2			
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1-800-662-4111
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150 ACRE INDUSTRIAL PARK

MASTER PLAN
TWIN FALLS, IDAHO

DEVELOPER / PROPERTY OWNER / CLIENT
Developer / Property Owner:

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621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4558 fax (208)-734-6049 web: ehminc.com

LANDSCAPE ARCHITECT / PLANNER

PKJ
DESIGN GROUP
Landscape Architecture • Planning & Visualization
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LEHI, UTAH 84043 (801) 960-2698
www.pkjdesigngroup.com

LICENSE STAMP



LANDSCAPE PLAN

PRELIMINARY PLANS NOT
FOR CONSTRUCTION

LP-1.1



Twin Falls Planning & Zoning Commission Minutes

Tuesday, December 8, 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: 318 154 697#. 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 6:01 pm
A quorum was present.

Members present: Titus, Kelley, Hansen, Bolton, Musser

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

3) Consent Calendar

Commissioner Kelley made a motion to approve the consent calendar, as presented.
Commissioner Hansen seconded the motion.

Motion approved by a vote of 4-0-1

- a) Approval of minutes from the following meeting: November 17, 2020

4) Items of Consideration

- a) Request for consideration of the Preliminary Plat for the J&J Meadows Subdivision approximately .42(+/-) acres to develop 2 residential lots located at 1751 3rd Avenue East. (PZ20-0121)

Staff Presentation:

Senior Planner Hart presented the request for consideration of the Preliminary Plat for the J&J Meadows Subdivision approximately .42(+/-) acres to develop 2 residential lots located at 1751 3rd Avenue East. (PZ20-0121)

As per Twin Falls City Code 10-12-2.3: The Commission may approve, conditionally approve, deny or table for additional information when acting on the preliminary plat.

Approval of the Preliminary Plat will set many parameters for which the Final Plat must substantially conform to. Including total number of lots, street layout, sidewalk connections, and other similar items.

A Final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. After a final plat has been approved by the City Council and construction plans approved, may the plat be recorded, and lots sold for development.

It is assumed this property has been zoned R4 since 1981 when Ordinance 2012 was passed, creating the basis for the Zoning Districts you see today. No further pertinent zoning history is known at this time.

This preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding the R-4 Zoning District development standards.

All general criteria for approval have been met, per State Statute 50 - Chapter 13.

The 2016 Comprehensive Plan "Grow With Us" designates this area as "Town Neighborhood". Staff has determined this request complies with the 2016 Comprehensive Plan. Upon conclusion, should the Commission approve this request as presented, staff recommends approval be subject to the following conditions:

1. Subject to final technical review and amendments as required by building, engineering, fire, and zoning officials to ensure compliance with all applicable city code requirements and standards

Applicant Presentation:

David Thibault, EHM Engineers, representing applicant, presented the request for the Preliminary Plat for the J&J Meadows Subdivision approximately .42 (+/-) acres to develop 2 residential lots located at 1751 3rd Avenue East. He stated 3rd Avenue East will be reconstructed with curb, gutter, and sidewalk. City water and sewer will be tied in to the second duplex with the existing connection. There are no irrigation water rights at this property, so there is no pressurized irrigation. They will be using an alternate landscape plan, which has been discussed with City staff.

Discussions Followed: without concerns

MOTION: Commissioner Hansen moved to approve the request for the Preliminary Plat for the J&J Meadows Subdivision approximately .42 (+/-) acres to develop two (2) residential lots located at 1751 3rd Avenue East. (PZ20-0105)
Commissioner Musser seconded the motion.

Unanimously Approved by a vote of 5 to 0.

5) Public Hearings

- a) Request for a recommendation to City Council for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 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 request for a recommendation to City Council for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 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 City Code, a public hearing shall be held before the Commission for a recommendation to City Council. The City Council may amend the zoning district and the zoning map, amend with recommendations, or deny the request.

The subject property is approximately 157 acres and was previously used for agricultural purposes. It was annexed into the City in 2006 and is currently zoned R-4.

The applicant has declared a few modifications from the applicable City Code:

1. Three (3) modifications to the R-4 district:
 - a. Allowing dwellings of a triplex and fourplex as a permitted use.
 - b. Allowing the following types of Governmental Facilities as permitted uses: Fire and Police Stations, Governmental office buildings, and Judicial facilities.
 - c. Reducing the minimum lot area requirement for duplexes from 7000 SF to 6500 SF
2. One (1) modification to the C-1 district:
 - a. Allowing a triplex or fourplex as a permitted use, instead of requiring a Special Use Permit.
3. Addition of a landscaped buffer where the C-1 and M-2 districts are adjacent to the R-4 district. A ten (10) foot landscaped buffer is required to provide sound and visual buffering.

City Staff finds the result of these changes allows for a transition between existing and future residential uses, and future commercial and industrial uses. The proposed ZDA helps accomplish the transition between uses by creating a visual and physical separation between uses.

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.

PZ/Questions & Comments:

- Commissioner Bolton asked the number of residential units.
- Senior Planner Hart answered 122 fourplex buildings and 56 single family lots.
- Commissioner Bolton asked about what the other buildings would be used for.
- Senior Planner Hart clarified what the buildings may be used for.
- Commissioner Hansen asked how close the dairy project approved by the commission is to the properties.
- PZ Director Spendlove clarified the location of the approved Gem State Dairy project. He also clarified where roads would be constructed to the north and east of properties as requirements of this development.
- Commissioner Bolton asked if Orchard Dr. and Grandview Dr. would be part of the required roadway development with this project.
- PZ Director Spendlove explained how impact fees program works.

Applicant Presentation:

David Thibault, EHM Engineers, representing applicant, presented the request for a recommendation to City Council for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 and C-1

Zoning Development Agreement for the 500-800 blocks of Grandview Drive South. This request is to modify plan from 1981 for a future land use of R4. He explained the different zoning for the property and how it will be developed with the future roadways and road reconstruction. He explained the buffer between C1 and the residential areas and the use of open space. He stated this is a long-term project. He believes this is a good project for the area.

PZ/Questions & Comments:

- Commissioner Hansen asked how many residences could fit on the property if left as zoned R4. He asked if the proposed plan would create a lower density with the M2 and C1 zones.
- Mr. Thibault stated the property could fit up to 560 4-plex buildings with four (4) doors each. This plan reduces the residential density to 1/4 density compared to the current zoning. He stated there is a need for warehouse and freezer space for commodity storage.
- Commissioner Hansen asked about platting before building.
- PZ Director Spendlove clarified the platting process. He stated if the zoning is left as is, four-plexes would need to have a Special Use Permit. As the property stands now, one single family dwelling could be constructed.
- Chairperson Titus asked about the exception with tri and four-plexes asked for in C1 zone.
- Mr. Thibault clarified the reason for asking for this exception.
- Vice Chair Kelley asked about landscape buffer.
- Mr. Thibault clarified the landscape buffer.

Public Hearing: Opened

- Robert Reeder, citizen, is opposed to this request.
- Lisa Latshaw, citizen, is opposed to this request.
- Allison Bongerte, citizen, opposed to the request.
- Terry Downs, citizen, is opposed to the request.
- Leslie Wolff, citizen, is opposed to the request.
- Allison Gnesa, citizen, is opposed to the request.
- Richard Carney, citizen, is opposed to the request.
- Ray Martin, citizen, is opposed to the request.
- Virginia Tucker, citizen, is opposed to the request.

Mr. Thibault gave his closing statement. He addressed the citizens' concerns and stated specific concerns will be addressed at the platting process.

PZ Questions/Comments:

- Commissioner Bolton asked applicant has had discussion with Twin Falls County re: Orchard Drive.
- Mr. Thibault stated there has not been discussion with the county at this time.
- PZ Director Spendlove the road maintenance process.
- Chairperson Titus asked about the recommended truck routes.
- PZ Director Spendlove clarified who has jurisdiction over the truck routes.
- Chairperson Titus asked for clarification on the recommendation to City Council for this item.
- PZ Director Spendlove clarified the recommendation to City Council for this item. He stated that the zoning is being voted on with this application. The physical infrastructure will be done at the platting process and brought back to the Commission at a later date.

Public Hearing: Closed

Discussions Followed:

- Commissioner Bolton stated while there is a need for multifamily housing in the city, she is not

sure this is the place, due to increased traffic to the area.

- Commissioner Hansen stated he believes the applicant has presented a clear plan that makes sense. He reminded the commission that their role tonight is to recommend the zoning of the plan.
- Commissioner Musser stated likes mixed use and layout of the plan. He stated there is an infrastructure concern, but can get behind the ZDA request, with the lowered density with the M2 and C1 zones.
- Vice Chair Kelley stated the need for warehousing space isn't clearly understood and sorely needed in the United States. He believes this zoning request makes sense with the mixed use. He understand the neighbors' concerns, but this plan does fit with the city's Comprehensive Plan.
- Chairperson Titus stated the neighbors' concerns will be addressed at the platting process. She believes this zoning makes sense, with it abutting existing M2 zone, and the plan allows for less density compared to the R4 zoning as it is now. She stated this plan could lower truck traffic across the state, by filling local needs.
- Vice Chair Kelley stated the proposed buffer zone and setbacks are larger than required by code. He stated he believes they are sufficient and supports the proposal as written.
- Commissioner Hansen stated the developer will be held accountable for the details at the platting process. He stated he is supportive of this request as written.
- Commission Musser asked for clarification on the motion.
- The motion was clarified.

MOTION: Vice Chair Kelley moved to approve a recommendation to City Council for a Zoning District Change and Zoning Map Amendment from R-4 to R-4 M-2 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)
Commissioner Hansen seconded the motion.

Motion Approved by a vote of 4-1.

6) Upcoming Meeting(s)

- a) Worksession: Wednesday, January 6, 2021 at noon
Tuesday, January 12, 2021

7) Adjournment

The meeting adjourned at 7:41 pm

From: forms@tfid.org
To: [Kelli Ebersole](#)
Subject: Public Comment Notice for PZ20-0088
Date: Sunday, December 6, 2020 8:27:07 PM

A public comment has been submitted for PZ20-0088 presented at the Planning and Zoning Meeting on 12/8/2020.

Name: Lisa E Latshaw
Email: lelatshaw@gmail.com

Comments:

I live at the corner of Orchard and Kenyon. In the last 6 months I have had a dump truck run into the gas line in my front yard and someone miss the turn onto Kenyon and plow into the log in my yard. Over the years that I have lived here, there have been many people that have slid into the ditch and through the intersection. The stop sign appears to be optional for many people. You think a project that adds 7 more roads entering Orchard in a 1/2 mile stretch with a hill that blocks the view is a good Idea? Four of those roads connect to 244 residences and their associated cars. Where are the trucks associated with the commercial buildings going to go? There is no good access if they want to go north and fairly poor options for heavy traffic any other direction. The people at the intersection of Orchard and Washington already had to have a blinking warning light to slow people down installed - is that going to get better with that much more traffic? The schematic of the fourplexes looks very pretty with the landscaping but there probably won't really be landscaping, just parking spaces and enclosed patios. Do you really want to allow there to be the corner of a large building that close to the high pressure gas line? Are the buildings going to be at all attractive or typical twin falls commercial cinder block and metal sheds like the ones on south park and washington/6th ave?

While I realize that "progress" is inevitable, I consider this whole concept to be inappropriate for the area - lower density housing would be better and really what need is there for an industrial park in an area with poor access to trucking routes? They didn't even pretend to try to make it more pleasing by including open spaces or a park - just jam whatever they can into an area that is farmground and large properties now with single family homes as the buffer for the preexisting neighborhood.

City Council has a previous history of approving inappropriate projects for this area. What is now a decent development of single family homes at the south end of Kenyon was originally approved as a trailer park - fortunately that didn't happen (although there is still a population of speeders, litterbugs and stop sign runners).

December 7, 2020

Dear Planning and Zoning Commission.

Please accept my written statement as an objection to the proposed zoning changes for Grandview Falls, LLC. My name is Robert Reeder and my address is 608 Orchard Drive West and have lived here since 2005. This is the property which is listed on the master sign plan as "not a part". (see attachment 1) Due to the location of my property and the proposed changes I feel that my comments should be warranted. The recent market assessment of my property (parcel #RPO68020020020A) by the Twin Falls County Treasure for purposes of valuation was determined to be \$454,194.00. One of the several reasons for my concern over the future development of this property is the value of my property and the right to maintain that value.

My first point in opposing the proposed changes listed on the master plan is the very vague description of the future of the property development right at and surrounding my property. For example, there are lot lines with no street access. (see attachment 2) This is also the portion of the development that has minimal distance from the M-1 zone. This leads me to believe this portion of the property will be a minor detail in the development. This residential development will be done with little regard to existing property owners as evident by the lack of details on the master plan. I am also concerned about the lighting plan for a manufacturing development so near the residential properties. I see no plan discussed for any type of shielding lighting for a project that will most likely see parking and building lighting being illuminated from dusk to dawn on any day of the week.

My second point in opposing the changes is the increased traffic that will be directed to Orchard Drive. This is a county road and is the main connection between the city of Kimberly all the way to Castleford. The speed limit on this road is 50 mph, and you can drive from Kimberly to Castleford and beyond and only hit 5 stop signs/lights on the entire route. This route also avoids the cities of Buhl and Filer thus making this road a convenient travel route for both private and commercial traffic commuting on the East/West travel that bypasses city traffic. I can attest to the fact of the traffic on this road as I have had witnessed several accidents on Orchard, two of which involved family members. The increased traffic was also addressed by city of Twin Falls staff however no solution was proposed.

Ideally, I would like the commission to reject the zoning changes, as if it was good enough in 2006 when the property was annexed into the city, it should still be acceptable today. However, since this is not likely to happen, I would like the commission to consider moving the southeast portion of the M2 and C1 zone to not extend past the proposed street in the center of the property. (see attachment 3) I would also like to propose that the request for the modification to allow dwellings of a triplex and fourplex be denied, as well as the proposed change to allowing lot sizes be reduced from 7000 square feet to 6500 square feet. The only reason for the request from Grandview LLC is to increase the density of the area which is something that is certainly not needed.

Thank you for your time to address some of my concerns.

Sincerely,

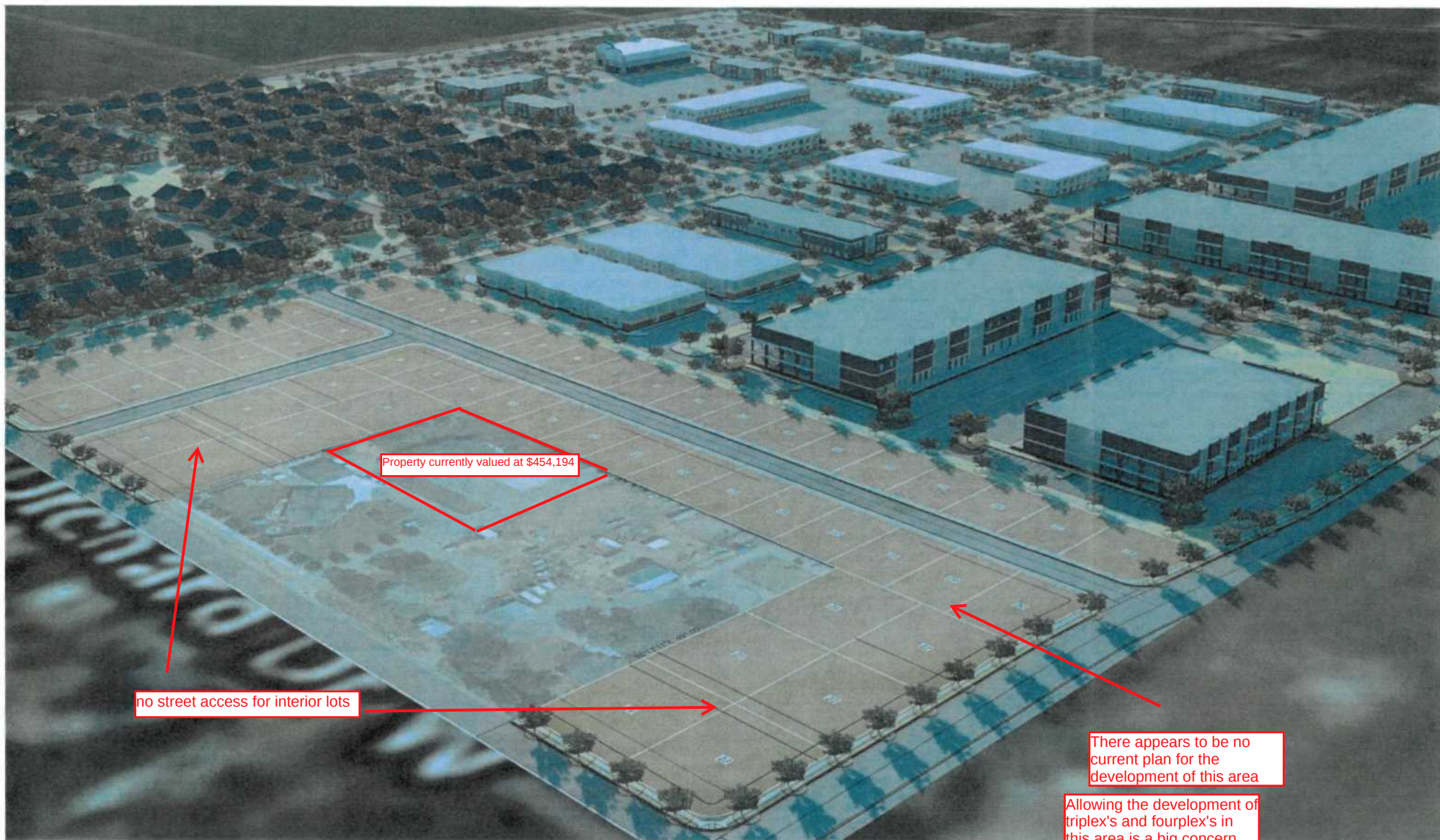
Robert Reeder

MASTER PLAN INDUSTRIAL PARK



608 Orchard Dr W
Parcel #RPO68020010020A

	FLEX BUILDING A (THIS PLAN PROVIDES)		OFFICE WAREHOUSE BUILDING E (THIS PLAN PROVIDES)		SINGLE FAMILY RESIDENTIAL (THIS PLAN PROVIDES)
	FLEX BUILDING B (THIS PLAN PROVIDES)		OFFICE WAREHOUSE BUILDING F (THIS PLAN PROVIDES)		RESIDENTIAL (THIS PLAN PROVIDES)
	FLEX BUILDING C (THIS PLAN PROVIDES)		MULTIPLE OFFICE FLEX BUILDING G (THIS PLAN PROVIDES)		
	FLEX BUILDING D (THIS PLAN PROVIDES)		TWO STORY INDOOR STORAGE BUILDING H (THIS PLAN PROVIDES)		



Property currently valued at \$454,194

no street access for interior lots

There appears to be no current plan for the development of this area

Allowing the development of triplex's and fourplex's in this area is a big concern

PZ20-0088 Zoning change from R1 to R4, C1 and M2

Reasons I would be against rezone

IN 2013 a speed survey was conducted on 3700 N between US highway 93 and Highway 74/Washington Street including the section of 3700 N where the zoning change is proposed. In the survey the data indicated that between 20 and 179 vehicles a day were exceeding the posted speed limit by more than 15 mph(65 mph). The Twin Falls Highway District placed devices for 7 to 9 days on each mile section of road. Quoting from the survey, on 23 of 40 recording days there were vehicle speeds of 90 to 99.7 mph. 3700 N is a farm to market road but also has over 90 homes that front the roadway and numerous houses whose backyards are against the roadway. 3800 N is similar to 3700 N with residential homes fronting the roadway and speeding traffic.

Over the last three or four years there has been three fatal crashes in these residential areas on 3700 N and 3800 N. Two of the three crashes resulted in vehicular manslaughter charges with one guilty plea and one to be determined. One of the vehicles involved in the crash impacted a garage of one of the homes at the intersection.

The Idaho Transportation Department has an Intersection District Summary Report that is used to identify the worst intersections in district 4 including Twin Falls County. The worst of the worst intersections get engineering safety improvements but most of the rest of the intersections do not get improvements until they are at the top of the list. What that means is an intersection that has a high rate of crashes doesn't get improvements until the intersection gets to the top of the list. 3700 N/Orchard Drive has 5 intersections on this list including Blue Lakes/3000 E, Harrison Street, Washington Street, 2700 E, and Highway 93. There was a school bus crash at 2700 E and 3700 N that I witnessed and a few days earlier another one at 2800 E and 3800 N. Those accidents were December 2017. Both of those crashes were within about a mile of the proposed zoning change.

Over the last several years we have had seven or eight crashes near our home including the fatal crash on February 2 earlier this year. In one of the other crashes an individual was sent to Boise by Life Flight. On October 2, 2020 I was involved in a crash at 3700 N/Orchard Drive and Harrison Street where a driver turned in front of me. We live a mile and a half west of the proposed zoning change and drive 3700 N frequently.

In talking with the superintendent of Twin Falls School District, he stated that they are building an elementary school on Kenyon Road a couple of blocks from the proposed zoning change. I would suggest that if the zoning change is approved that Kenyon Road will become the next hot spot for crashes. Buses and private vehicles will transport children to and from school and will compete with traffic entering and exiting from the north side of Kenyon Road and to thru traffic on 3700 N Orchard Drive. There is a possibility that grade school aged children may cross 3700 N/Orchard Drive at Kenyon Road or at 2800 E. to get to and from the proposed R4 development and the grade school. In the two or three years that the middle school has been open on Harrison Street there has been two middle school children hit at Harrison and Orchard Drive/3700 N. The School District Superintendent thought it would

be three to five years before the school is built on Kenyon but with the growth in the area it may be sooner rather than later.

The point of the above facts is that the proposed zoning change from R1 to R4 C1 and M2 infers that the project will use the collector and arterial roads in the area. The commercial vehicles that will use this facility will egress into and out of the project on roads that have existing residential R1 housing or is zoned residential. I would guess that between this rezone project and the new elementary school that the local area roads will see at least a 4 fold increase in traffic and probably will be much higher at the full completion of the project. Further, the commercial and heavy industrial traffic will impact many other areas across the city and county as traffic moves from/to this location. Ideally the commercial traffic should be routed down the new Park View Road and a light be installed where it intersects Washington. In this way the State or developers can improve Washington Street South to four lanes and add turn lanes with the least cost to the city. The light and improvement will also help with the crash frequency at the Washington and Park View intersection. The developments should pay for some of the road improvements

No Commercial traffic should be allowed to enter the project from any other road based on existing or future residential homes that would be impacted by this development. Consider, that if traffic uses other access points the Twin Falls Highway District and The City of Twin Falls will be responsible for improving roads with stop signs, traffic signal, roundabouts, widening roads for extra lanes of traffic and turn lanes at tax payers expense. I would suggest that a number of roads will require improvements including traffic lights at Blue Lakes and Orchard, Harrison and Orchard, Park View and Washington, and something will need to be done at 2800 E and 3700 N based on the conflicts that intersection will have from this project.

My disappointment with this application is that a responsible project engineer has the ability to forecast and predict the impacts that this project will have on nearby roads but did not include that information in their application. Nor has the city included impact information. Based on the scale of the rezone I would suggest that the traffic from the rezone would be 4 to 15 times higher than if the property was not rezoned and used as it is zoned now for R1.

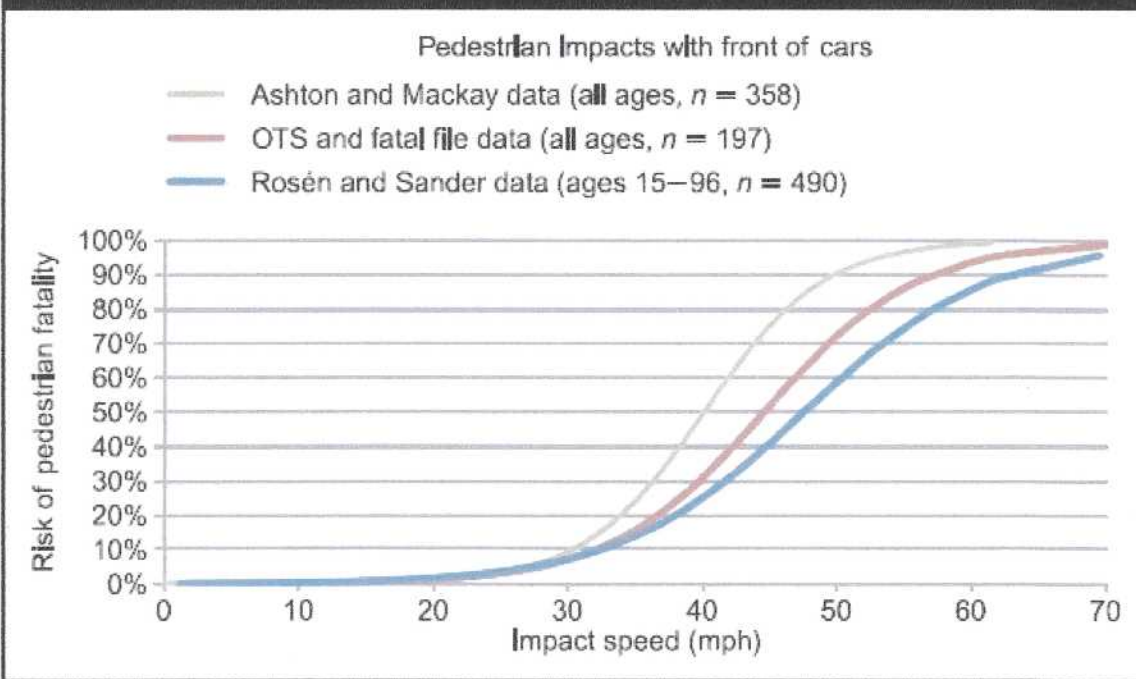
The fact that R4 housing will be built near but on the opposite side of 3700 N/Orchard Drive from where a new elementary school will be built presents some special problems: Sidewalks on both sides of the road, children crossings at 2800 E and 3700 N and at Kenyon Road and 3700 N and truck traffic with open wheels.

The following provides an example how complicated the situation can be. I quote from Rife v Long "In 1988, Jacob Rife (Jacob), a fifth grader at American Falls Middle School, was walking home from school with his friend, Nick Wilkinson (Nick). The boys crossed the soccer field to the southwest of the school, crossed Bannock Avenue, and approached the intersection of Bannock Avenue and Harrison Street. Nick stopped at the curb, while Jacob continued on, stepped off the curb and walked into the rear wheels of a tractor-trailer driven by Glen Long (Long), resulting in serious injury to Jacob".

Believe me realistically this could happen in this area as it happened in American Falls and similarly has happened at Harrison and Orchard. I believe that this severe injury to Jacob is the reason that the Highway 39 was rerouted around downtown American Falls. The planning for this rezone change should be done with the best engineering practices and entail remedies for all of the problems that will be presented at rezone meeting(s)

I would also suggest that the current speed limits and the current use of the roads could cause serious or fatal injuries to pedestrians as indicated by the following table. It should be noted the current speed limit is 50 mph with many drivers exceeding that limit by five or ten mph or more in that area of the rezone. Risk of fatality of a vehicle pedestrian crash with a 50 mph impact speed is 60% to 90%

Figure 4.1: Risk of pedestrian fatality calculated using logistic regression from the Ashton and Mackay, OTS and police fatal file, and Rosen and Sander datasets



*RoadSafetyWebPublicationNo.16 RelationshipbetweenSpeedandRiskoffatalInjury:PedestriansandCarOccupants D.C.Richards 2010

- in the Ashton and Mackay dataset, the risk increases 5.5 times from 30 to 40 mph;
- in the OTS and police fatal file dataset, the risk increases 4.5 times from 30 to 40 mph; and
- in the Rose'n and Sander dataset, the risk increases 3.5 times.

*RoadSafetyWebPublicationNo.16 RelationshipbetweenSpeedandRiskoffatalInjury:PedestriansandCarOccupants D.C.Richards 2010.

One interesting dynamic of this rezone request I believe is that most of the homes/properties near this project are not in the city limits but in the area of impact while the proposed rezone project has been annexed into the city. In *County of Twin Falls v. Hettinga* it was determined that commercial vehicles parking in an area zoned residential agriculture (RA) and in Filer's area of impact violates the RA zoning.

There seems to be some similarities in that the rezone project, if it were to go through, will disturb existing R1 or RA residents and be a general nuisance. I would think that where the county defended Filer's zoning ordinances that the County Commissioners would have some input on the proposed rezone.

My opinion is there are two additional problems with the rezone. One is there is commercial property for sale at the Swensens location has been available for a while. So there may be a less than dynamic demand for commercial property near Swensens and two the rezone seems out of place and with the demand for housing in the area the property would better serve residential needs in the area and would be consistent for the planned growth of Twin Falls. Highway 30 and other arterials roads have corridors that would be better suited to commercial and industrial development.

Richard Carney
2655 E 3/00 N
Twin Falls, Idaho