

**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

**URBAN RENEWAL AGENCY
MEETING MINUTES
November 16, 2012**

The Urban Renewal Agency held its regular monthly meeting at 12:00 noon this date in the Twin Falls City Council Chambers located at 305 3rd Avenue East, Twin Falls. Those present were:

Gary Garnand	URA Chair
Cindy Bond	URA Member
Dan Brizee	URA Member
Neil Christensen	URA Member
Dexter Ball	URA Member, newly seated
Perri Gardner	URA Member, newly seated
Absent: Leon Smith	URA Member

Also present:

Melinda Anderson	Urban Renewal Executive Director
Brent Hyatt	Twin Falls City Assistant Finance Director
Mitch Humble	Twin Falls City Community Development Director
Renee Carraway	Twin Falls City Zoning & Development Manager
Don Hall	Vice-Mayor, City of Twin Falls, URA Liaison
Katy Touchette	City of Twin Falls Executive Assistant
Josh Palmer	Public Information Officer, City of Twin Falls
Fritz Wonderlich	Twin Falls City Attorney
Leon Mills	Twin Falls County Commissioner, County Liaison

The meeting was called to order at 12:00 noon.

After calling the meeting to order, Gary Garnand stated that agenda item #6 (**Consideration of a request to approve an agreement between the City of Twin Falls and the Agency for parking to accommodate the lease between Department of Veterans Affairs and the Agency**) would be removed and heard at a later date. He then stated that agenda item #3 (**Consideration of a request to approve two new members to the Urban Renewal Agency Board**) would be heard next. After interviewing 7 applicants, Perri Gardner and Dexter Ball were recommended by the review committee to be the newest board members, replacing Bob Richards and Larry Hall who resigned mid-term. Cindy Bond made a motion to approve Gardner and Ball as the newest board members, Dan Brizee seconded the motion, and the four board members in attendance voted in favor of the motion. Gardner and Ball then took their seats on the board.

Consent Agenda – 2a.) Review and approval of minutes from October 9, 2012, Urban Renewal Agency regular meeting.

2b.) Review and approval of November 2012 financial report.

Dan Brizee made a motion to approve the October 9 minutes and the November financial report, and Neil Christensen seconded the motion. Roll call vote showed that all board members present, including the two newest members, voted in favor of the motion.

Agenda Item 4 – Consideration of a request to approve a Letter of Commitment to Zion’s Bank.

Melinda Anderson gave a brief explanation of the Letter of Commitment, which has to do with bond financing for infrastructure for the Chobani project. City Attorney Fritz Wonderlich explained in greater detail the letter and what the board was being asked to do at this time. He said the letter would show Zion’s Bank that not only the City of Twin Falls but also the URA was committed to this financing plan. After a few brief comments by board members, Cindy Bond moved to approve the request as presented, Neil Christensen seconded the motion, and all board members present voted in favor of the motion.

Agenda Item 5 – Consideration of a request to award a contract to McCoy Construction for \$241,695.25 for the Twin Falls Townsite Improvements, Block 132.

Melinda Anderson explained that this request is for Phase #2 of the Glanbia Old Town project infrastructure (waterline, street improvements, curb/gutter/sidewalk, lighting, etc.). She introduced Tim Vawser of EHM Engineers, who used overhead projections to show the Glanbia project and to explain the different phases of the project. Vawser told the board that after bids were opened, McCoy Construction was the low bidder, and his review of their bid showed that it was in order and was a responsive low bid.

At this time there was discussion about the project and what it might entail to do more in the future to complete sidewalks, curbs, etc., on the south side of Fourth Avenue. Change orders, possible costs, etc., were discussed.

Neil Christensen then made a motion to approve the original request to award the contract to McCoy Construction for the amount requested in the staff report, Dan Brizee seconded the motion, and all board members present voted in favor of the motion.

Dan Brizee asked if there was any reason why the Agency (since the contracts were coming in lower than expected) couldn’t also fix the curb/gutter/sidewalk on the opposite side of 4th Ave. So. Vawser said that could be looked into. Gary Garnand then asked if Dan Brizee and one of the new board members would agree to meet with EHM and Melinda Anderson to consider what it would take to continue the work on 4th Avenue to include the south side of the road and Dexter Ball agreed to take on this task. The plan is to present a report on this project to the URA board at the December meeting.

Agenda Item 7 – Public input and/or items from the Urban Renewal Agency Board.

Don Hall welcomed the new board members and thanked the URA for allowing council members to take part in the board member recruitment process.

Melinda Anderson and Dan Brizee gave a short update on the meeting with J-U-B regarding developing a scope for downtown infrastructure assessment. Melinda stated that she hoped there would be an agreement to bring to the URA at its December meeting from J-U-B to do an assessment of downtown and its infrastructure.

Dan Brizee then asked a few questions for clarification on how the URA spends money on projects, and Cindy Bond explained the budget and how it was set up to handle spending requests, etc. There was also a brief discussion on the URA owned section of block 133 and what is being planned as far as parking, lighting, and landscaping. Tim Vawser spoke about that, too, as EHM is involved in that project as well.

Agenda Item 8 – Adjourn.

There being no further business, the meeting was adjourned at 12:40 p.m.

Respectfully submitted,

Katy Touchette
Executive Assistant

Urban Renewal Agency of the City of Twin Falls, ID
P & L Budget vs. Actual with Declining Bal.(\$ Over Budget)
October through November 2012

	Oct - Nov 12	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Capital Lease	0.00	230,077.00	-230,077.00	0.0%
Investment Income	40.07	5,000.00	-4,959.93	0.8%
Property Taxes	10,035.44	2,115,000.00	-2,104,964.56	0.5%
Rental Income	66,904.75	414,033.00	-347,128.25	16.2%
Chobani Advances	3,116,956.92			
Total Income	<u>3,193,937.18</u>	<u>2,764,110.00</u>	<u>429,827.18</u>	<u>115.6%</u>
Gross Profit	3,193,937.18	2,764,110.00	429,827.18	115.6%
Expense				
RAA 4-1				
Water Line	9,218.60			
Glanbia Project	169,635.60	650,000.00	-480,364.40	26.1%
RAA 4-1 - Other	238.00	3,362,187.00	-3,361,949.00	0.0%
Total RAA 4-1	<u>179,092.20</u>	<u>4,012,187.00</u>	<u>-3,833,094.80</u>	<u>4.5%</u>
RAA 4-2	0.00	115,000.00	-115,000.00	0.0%
RAA 4-3 (Chobani)	1,779,220.57	6,700,000.00	-4,920,779.43	26.6%
Bond Trustee Fees	0.00	3,500.00	-3,500.00	0.0%
Community Relations & Website	0.00	200.00	-200.00	0.0%
Debt Payments - Interest	2,461.83	309,806.00	-307,344.17	0.8%
Debt Payments - Principal	7,765.45	667,042.00	-659,276.55	1.2%
Dues and Subscriptions	0.00	1,900.00	-1,900.00	0.0%
Insurance Expense	0.00	6,500.00	-6,500.00	0.0%
Legal Expense	0.00	1,000.00	-1,000.00	0.0%
Management Fee	0.00	113,000.00	-113,000.00	0.0%
Meeting Expense	248.06	3,500.00	-3,251.94	7.1%
Miscellaneous	27.45	500.00	-472.55	5.5%
Office Expense	60.00	500.00	-440.00	12.0%
Prof. Dev.\Training	0.00	2,600.00	-2,600.00	0.0%
Professional Fees	11,030.00	25,000.00	-13,970.00	44.1%
Property Tax Expense	0.00	31,850.00	-31,850.00	0.0%
Real Estate Exp. - Call Center	10,913.65	117,325.00	-106,411.35	9.3%
Real Estate Exp. - Other	764.07	10,700.00	-9,935.93	7.1%
Real Estate Lease	0.00	72,000.00	-72,000.00	0.0%
Total Expense	<u>1,991,583.28</u>	<u>12,194,110.00</u>	<u>-10,202,526.72</u>	<u>16.3%</u>
Net Ordinary Income	1,202,353.90	-9,430,000.00	10,632,353.90	-12.8%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	9,430,000.00	-9,430,000.00	0.0%
Total Other Income	<u>0.00</u>	<u>9,430,000.00</u>	<u>-9,430,000.00</u>	<u>0.0%</u>
Net Other Income	0.00	9,430,000.00	-9,430,000.00	0.0%
Net Income	<u><u>1,202,353.90</u></u>	<u><u>0.00</u></u>	<u><u>1,202,353.90</u></u>	<u><u>100.0%</u></u>

Twin Falls Urban Renewal December, 2012 List of Checks

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Memo</u>
2474	11/19/2012	1,250.00	Mr. Delivery, Inc.	Rent	Refund rent @ 151 Maxwell Street
2475	11/19/2012	626,525.09	City of Twin Falls	RAA4-3 (Chobani)	Reimb. City for Waterline & NE Sewerline Exp.
2476	11/19/2012	78.37	Papa Kelsey's	Meeting Expense	URA lunch meeting - November
2477	11/19/2012	8.48	Albertson's	Meeting Expense	Cookies for URA mtg - September
2478	11/26/2012	1,502.17	Wells Fargo Bank	Property Taxes	Property Taxes - November, 2012
2479	11/26/2012	1,152,695.48	City of Twin Falls	RAA 4-3 (Chobani)	Certificates 28 & 29
2480	12/4/2012	72,000.00	Manaus	Real Estate Expense - Call Ctr	Annual parking lot payment
2481	12/4/2012	15,109.74	Western Development	Property Taxes	2012 Property Taxes- Remote Parking Lot
2482	12/4/2012	1,401.10	K & G Prop Mgmt	Real Estate Expense - Call Ctr	Call Center Repair & Maintenance Nov 2012
2483	12/4/2012	29.03	Clos Office Supply	Office Supplies	Member orientation binders & tabs
2484	12/4/2012	750.00	RAI	Association Dues	2013 dues
2484	12/4/2012	1,000.00	RAI	Association Dues	2013 Legislative efforts
2485	12/4/2012	9,949.50	Doug McCoy Construction	RAA 4-1 Glanbia Project	Excavation/replacement contaminated soil
2486	12/4/2012	43.80	City of Twin Falls	Real Estate Expense - Call Ctr	Water landscape @ 851 Poleline
2487	12/4/2012	242.05	Idaho Power Company	Real Estate Expense - Call Ctr	Power 851 Poleline Road
2488	12/4/2012	9.62	Twin Falls County	Real Estate Expense - Other	2012 property taxes
2488	12/4/2012	19,314.34	Twin Falls County	Property Taxes	Property taxes Concept 91-2012
		<u>1,901,908.77</u>	<u>TOTAL</u>		

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss Detail
November 2012

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Investment Income						
Deposit	11/1/2012		Wells Fargo	Interest on Account	5.95	5.95
Deposit	11/1/2012		Wells Fargo	Interest on Account	14.40	20.35
Total Investment Income					20.35	20.35
Property Taxes						
Check	11/26/2012	2478	Wells Fargo Bank	Property Taxes - Nov, 2012	-1,502.17	-1,502.17
Total Property Taxes					-1,502.17	-1,502.17
Rental Income						
Check	11/19/2012	2474	Mr. Delivery, Inc.	Refund Rent @ 151 Maxwell Street	-1,250.00	-1,250.00
Deposit	11/26/2012	8340	C3	Nov, 2012 Rent	33,410.71	32,160.71
Total Rental Income					32,160.71	32,160.71
Chobani Advances						
Deposit	11/20/2012		Chobani	Advance Certificate #28	162,316.68	162,316.68
Total Chobani Advances					162,316.68	162,316.68
Total Income					192,995.57	192,995.57
Gross Profit					192,995.57	192,995.57
Expense						
RAA 4-1						
Glanbia Project						
Check	11/13/2012	2464	Lee Enterprises	Legal Adv. Bid Posting Blk 132	78.84	78.84
Check	11/13/2012	2464	Lee Enterprises	Legal Adv. Post RFQ Engineering Serv.	73.02	151.86
Check	11/13/2012	2464	Lee Enterprises	Legal Adv. Bid Posting Blk 133	78.84	230.70
Check	11/13/2012	2466	McCoy Construction	Disposal of Contaminated Soil	16,660.90	16,891.60
Total Glanbia Project					16,891.60	16,891.60
Total RAA 4-1					16,891.60	16,891.60
RAA 4-3 (Chobani)						
Check	11/19/2012	2475	City of Twin Falls	Reimb City for Waterline & NE Sewerline	626,525.09	626,525.09
Check	11/26/2012	2479	City of Twin Falls	Certificate #28	162,316.68	788,841.77
Check	11/26/2012	2479	City of Twin Falls	Certificate #29	990,378.80	1,779,220.57
Total RAA 4-3 (Chobani)					1,779,220.57	1,779,220.57
Debt Payments - Interest						
Check	11/1/2012	c1	Larry McElliott	Automatic Debt Payment	7.21	7.21
Check	11/1/2012	c2	Larry Tucker & Karen...	Automatic Debt Payment	1,217.62	1,224.83
Total Debt Payments - Interest					1,224.83	1,224.83
Debt Payments - Principal						
Check	11/1/2012	c1	Larry McElliott	Automatic Debt Payment	1,442.75	1,442.75
Check	11/1/2012	c2	Larry Tucker & Karen...	Automatic Debt Payment	2,446.06	3,888.81
Total Debt Payments - Principal					3,888.81	3,888.81
Meeting Expense						
Check	11/19/2012	2476	Papa Kelsey's	URA lunch meeting	78.37	78.37
Check	11/19/2012	2477	Albertsons	Cookies for URA Meeting	8.48	86.85
Total Meeting Expense					86.85	86.85
Miscellaneous						
Check	11/13/2012	2465	Canyon Floral	Flowers for Cindy Bond - Accident	27.45	27.45
Total Miscellaneous					27.45	27.45
Office Expense						
Check	11/20/2012	BC	Wells Fargo	Wire Fee	15.00	15.00
Total Office Expense					15.00	15.00
Professional Fees						
Check	11/13/2012	2467	Mark J. Rivers, Inc	October & November Fees & mileage	10,175.00	10,175.00
Check	11/13/2012	2469	Riedesel Engineering	Consulting, Engineer Assistance	855.00	11,030.00
Total Professional Fees					11,030.00	11,030.00
Real Estate Exp. - Call Center						
Check	11/13/2012	2468	City of Twin Falls	Water - landscape	337.25	337.25
Check	11/13/2012	2470	Idaho Power Company	Power - 851 Poleline Road	217.12	554.37
Check	11/13/2012	2472	K & G Property Mana...	C3 Prop Management Maintenance & repairs	4,713.99	5,268.36
Total Real Estate Exp. - Call Center					5,268.36	5,268.36

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss Detail
 November 2012

Type	Date	Num	Name	Memo	Amount	Balance
Real Estate Exp. - Other						
Check	11/13/2012	2470	Idaho Power Company	Power - 242 2nd Ave South	6.31	6.31
Total Real Estate Exp. - Other					6.31	6.31
Total Expense					1,817,659.78	1,817,659.78
Net Ordinary Income					-1,624,664.21	-1,624,664.21
Net Income					-1,624,664.21	-1,624,664.21

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet
As of November 30, 2012

	Nov 30, 12
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Bond Fund-Cash #5600	23.60
Bond Reserve Cash #5602	699,912.50
General Checking Cash #6350	2,753,102.96
Revenue Alloc. Cash #5601	1,700,577.34
Total Cash	5,153,616.40
Total Checking/Savings	5,153,616.40
Other Current Assets	
Due from Other Governments	25,223.00
Interest Receivable	
Int. Rec.-Bond Fund	829.15
Int. Rec.-Revenue Allocation	2,140.99
Total Interest Receivable	2,970.14
Property Taxes Receivable	131,596.00
Total Other Current Assets	159,789.14
Total Current Assets	5,313,405.54
Fixed Assets	
Accumulated Depreciation	-101,666.67
Building	3,500,000.00
Equipment	475,000.00
Land	1,350,000.00
Total Fixed Assets	5,223,333.33
Other Assets	
Lease Receivable-Jayco	954,540.13
Note Receivable - Agro Farma	760,000.00
Property Tax Clearing Account	-1,502.17
Total Other Assets	1,713,037.96
TOTAL ASSETS	12,249,776.83
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Rev.-Lease	916,194.20
Deferred Rev.-Property Tax	131,596.00
Total Long Term Liabilities	1,047,790.20
Total Liabilities	1,047,790.20
Equity	
Fund Balance	
Fund Balance-Bond Fund	700,742.26
Fund Balance-General Fund	161,318.79
Fund Balance-Rental Fund	5,223,333.33
Fund Balance-Revenue Alloc.	2,764,647.06
Total Fund Balance	8,850,041.44
Unrestricted Net Assets	1,149,591.29
Net Income	1,202,353.90
Total Equity	11,201,986.63
TOTAL LIABILITIES & EQUITY	12,249,776.83

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of November 30, 2012

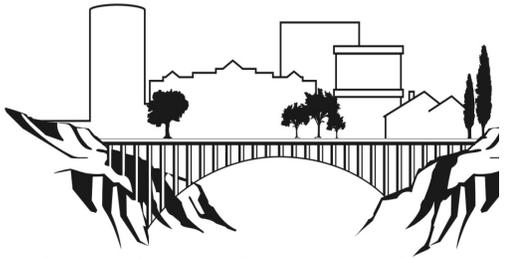
Type	Date	Num	Name	Memo	Amount	Balance
ASSETS						14,191,776.49
Current Assets						7,253,903.03
Checking/Savings						7,094,113.89
Cash						7,094,113.89
Bond Fund-Cash #5600						17.65
Deposit	11/1/2012			Deposit	5.95	23.60
Total Bond Fund-Cash #5600						5.95
Bond Reserve Cash #5602						699,912.50
Total Bond Reserve Cash #5602						699,912.50
General Checking Cash #6350						4,688,507.16
Check	11/8/2012	2463	City of Twin Falls	Certificate #27 - Chobani	-211,290.45	4,477,216.71
Check	11/13/2012	2464	Lee Enterprises	582238, 581950, 582976	-230.70	4,476,986.01
Check	11/13/2012	2465	Canyon Floral	Invoice 7076	-27.45	4,476,958.56
Check	11/13/2012	2466	McCoy Construction	Invoice 981792	-16,660.90	4,460,297.66
Check	11/13/2012	2467	Mark J. Rivers, Inc	Invoice TF20121108	-10,175.00	4,450,122.66
Check	11/13/2012	2468	City of Twin Falls	Acct 030304-000	-337.25	4,449,785.41
Check	11/13/2012	2469	Riedesel Engineering	Invoice 8608	-855.00	4,448,930.41
Check	11/13/2012	2470	Idaho Power Company	Acct 7175543970 & 5958027801	-223.43	4,448,706.98
Check	11/13/2012	2471	CSI	Invoice 20120727-00002	-45.00	4,448,661.98
Check	11/13/2012	2472	K & G Property Management	Invoice 3240	-4,713.99	4,443,947.99
Check	11/13/2012	2473	City of Twin Falls		-106,000.00	4,337,947.99
Check	11/19/2012	2474	Mr. Delivery, Inc.	Refund Rent @ 151 Maxwell Street	-1,250.00	4,336,697.99
Check	11/19/2012	2475	City of Twin Falls	Reimb.	-626,525.09	3,710,172.90
Check	11/19/2012	2476	Papa Kelsey's	URA lunch mtg	-78.37	3,710,094.53
Check	11/19/2012	2477	Albertsons	Invoice 1422650	-8.48	3,710,086.05
Deposit	11/20/2012			Deposit	162,316.68	3,872,402.73
Check	11/20/2012	BC	Wells Fargo		-15.00	3,872,387.73
Check	11/26/2012	2478	Wells Fargo Bank	Prop. Taxes	-1,502.17	3,870,885.56
Deposit	11/26/2012			Deposit	1,502.17	3,872,387.73
Deposit	11/26/2012			Deposit	33,410.71	3,905,798.44
Check	11/26/2012	2479	City of Twin Falls	Certificates 28 & 29	-1,152,695.48	2,753,102.96
Total General Checking Cash #6350						-1,935,404.20
Parking Lot Sinking Cash #3425						0.00
Total Parking Lot Sinking Cash #3425						0.00
Revenue Alloc. Cash #5601						1,705,676.58
Check	11/1/2012	c1	Larry McElliott		-1,449.96	1,704,226.62
Check	11/1/2012	c2	Larry Tucker & Karen Tucker		-3,663.68	1,700,562.94
Deposit	11/1/2012			Deposit	14.40	1,700,577.34
Total Revenue Alloc. Cash #5601						-5,099.24
Wells Fargo Securities #1251						0.00
Total Wells Fargo Securities #1251						0.00
Cash - Other						0.00
Total Cash - Other						0.00
Total Cash						-1,940,497.49
Total Checking/Savings						-1,940,497.49
Accounts Receivable						0.00
Total Accounts Receivable						0.00
Other Current Assets						159,789.14
Deposits						0.00
Total Deposits						0.00
Due from Other Governments						25,223.00
Total Due from Other Governments						25,223.00
Interest Receivable						2,970.14
Int. Rec.-Bond Fund						829.15
Total Int. Rec.-Bond Fund						829.15
Int. Rec.-Revenue Allocation						2,140.99
Total Int. Rec.-Revenue Allocation						2,140.99
Interest Receivable - Other						0.00
Total Interest Receivable - Other						0.00
Total Interest Receivable						2,970.14
Inventory Asset						0.00
Total Inventory Asset						0.00
Prepaid Insurance						0.00
Total Prepaid Insurance						0.00

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of November 30, 2012

Type	Date	Num	Name	Memo	Amount	Balance
Property Taxes Receivable						131,596.00
Total Property Taxes Receivable						131,596.00
Total Other Current Assets						159,789.14
Total Current Assets					-1,940,497.49	5,313,405.54
Fixed Assets						5,223,333.33
Accumulated Depreciation						-101,666.67
Total Accumulated Depreciation						-101,666.67
Building						3,500,000.00
Total Building						3,500,000.00
Equipment						475,000.00
Total Equipment						475,000.00
Land						1,350,000.00
Total Land						1,350,000.00
Total Fixed Assets						5,223,333.33
Other Assets						1,714,540.13
Due from General (4-2)						0.00
Total Due from General (4-2)						0.00
Lease Receivable-Jayco						954,540.13
Total Lease Receivable-Jayco						954,540.13
Note Receivable - Agro Farma						760,000.00
Total Note Receivable - Agro Farma						760,000.00
Property Tax Clearing Account						0.00
Deposit	11/26/2012	13-01952...	Twin Falls County Treasurer	Property Taxes 2012	-1,502.17	-1,502.17
Total Property Tax Clearing Account					-1,502.17	-1,502.17
Total Other Assets					-1,502.17	1,713,037.96
TOTAL ASSETS					-1,941,999.66	12,249,776.83
LIABILITIES & EQUITY						14,191,776.49
Liabilities						1,365,125.65
Current Liabilities						317,335.45
Accounts Payable						0.00
Accounts Payable						0.00
Total Accounts Payable						0.00
Total Accounts Payable						0.00
Credit Cards						0.00
Total Credit Cards						0.00
Other Current Liabilities						317,335.45
Accts Pay - Bond Fund						0.00
Total Accts Pay - Bond Fund						0.00
Accts Pay - General						106,045.00
Check	11/13/2012	2471	CSI	Facilities Charges - Work Session	-45.00	106,000.00
Check	11/13/2012	2473	City of Twin Falls	Management fees 2011/2012 F.Y.	-106,000.00	0.00
Total Accts Pay - General					-106,045.00	0.00
Accts Pay - Rental Fund						0.00
Total Accts Pay - Rental Fund						0.00
Accts Pay - Rev. Alloc.						211,290.45
Check	11/8/2012	2463	City of Twin Falls	Certificate #27 - Chobani	-211,290.45	0.00
Total Accts Pay - Rev. Alloc.					-211,290.45	0.00
Payroll Liabilities						0.00
Total Payroll Liabilities						0.00
Prepaid Rent						0.00
Total Prepaid Rent						0.00
Total Other Current Liabilities					-317,335.45	0.00
Total Current Liabilities					-317,335.45	0.00

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of November 30, 2012

Type	Date	Num	Name	Memo	Amount	Balance
Long Term Liabilities						1,047,790.20
BID Grant Oversight						0.00
Total BID Grant Oversight						0.00
Deferred Rev.-Lease						916,194.20
Total Deferred Rev.-Lease						916,194.20
Deferred Rev.-Lease Principal						0.00
Total Deferred Rev.-Lease Principal						0.00
Deferred Rev.-Property Tax						131,596.00
Total Deferred Rev.-Property Tax						131,596.00
Due to Rev. Alloc. (4-1)						0.00
Total Due to Rev. Alloc. (4-1)						0.00
Notes and Bonds Payable						0.00
Bond Payable - Rev. Alloc.						0.00
Total Bond Payable - Rev. Alloc.						0.00
Note - D.L. Evans Bank						0.00
Total Note - D.L. Evans Bank						0.00
Note - Dell Building						0.00
Total Note - Dell Building						0.00
Note - McElliott						0.00
Total Note - McElliott						0.00
Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable						0.00
Total Long Term Liabilities						1,047,790.20
Total Liabilities					-317,335.45	1,047,790.20
Equity						12,826,650.84
Fund Balance						8,850,041.44
Fund Balance-Bond Fund						700,742.26
Total Fund Balance-Bond Fund						700,742.26
Fund Balance-General Fund						161,318.79
Total Fund Balance-General Fund						161,318.79
Fund Balance-Rental Fund						5,223,333.33
Total Fund Balance-Rental Fund						5,223,333.33
Fund Balance-Revenue Alloc.						2,764,647.06
Total Fund Balance-Revenue Alloc.						2,764,647.06
Fund Balance-Sinking Fund						0.00
Total Fund Balance-Sinking Fund						0.00
Fund Balance - Other						0.00
Total Fund Balance - Other						0.00
Total Fund Balance						8,850,041.44
Opening Balance Equity						0.00
Total Opening Balance Equity						0.00
Unrestricted Net Assets						1,149,591.29
Total Unrestricted Net Assets						1,149,591.29
Net Income						2,827,018.11
Total Net Income					-1,624,664.21	1,202,353.90
Total Equity					-1,624,664.21	11,201,986.63
TOTAL LIABILITIES & EQUITY					-1,941,999.66	12,249,776.83



**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

Date: December 10, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

Request:

Consideration of a request to award a bid to PMF, Inc in the amount of \$238,671.00 to complete the Parking Lot on Block 133 to support the Glanbia Project.

Background:

EHM was hired by the City to design both Phase I and Phase II of the infrastructure work and to design two parking lots to support the new Glanbia campus in Old Town. Phase I construction is complete, Phase II construction will begin soon. The Agency agreed to spend up to \$1.25 million for all infrastructure. The engineer's estimate for the parking lots is \$240,000 and this bid is just under that.

The parking lots are along Idaho Street So between 3rd and 4th Ave So. As you may know, in 2010 TFURA donated a part of the former McElliott property to create the parking lot on the corner of 4th Ave. So and Hansen St. So., just behind the new St. Luke's office building. The work was done by the City using a block grant from the State of Idaho. The two new lots would also be built on property owned by TFURA.

The work will consist of preparing, paving, and striping the two lots, adding in new landscaping and lighting, and creating a storm water retention, along with some miscellaneous items. Attached to this report is EHM's bid summary and a tabulation of all the costs.

The construction work is expected to begin in January 2013 and complete by approximately end of May 2013. Landscaping and paving can't begin until Spring.

Process:

As required by Idaho statute, this bid request was advertised in the Times-News and a public bid opening was held on November 19. Five bids were received with bid amounts ranging from \$238,671 to \$264,171. EHM reviewed the low bid to ensure it is responsive and their summary is attached.

Budget Impact:

\$238,671.00 is within the budget set for this project and the funds are available. It is possible that the construction could cost up to 10% more as there may be unknown conditions.

Conclusion:

Staff recommends the board approve this request.

Attachments:

1. EHM Bid Recommendation & Summary
2. Map of Block 133

November 19, 2012

The Urban Renewal Agency of the City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303

Attn.: Ms. Melinda Anderson

Re.: *2013 Twin Falls Urban Renewal Agency
Block 133 Twin Falls Townsite Parking Lot Project
(Bid Opening and Summary)*

Dear Ms. Anderson,

This transmittal is a summary of the bid opening on November 19, 2012 for the above referenced project. Five bids were received and opened per the requirements. A bid summary has been tabulated for your reference. Results of the bids and the tabulation are summarized briefly below. Please refer to the attachment for a detailed summary.

<u>Contractor:</u>	<u>Submitted Bid</u>	<u>Adjusted Tabulation</u>
PMF Inc.	\$238,671.00	\$238,671.00
Doug McCoy Construction, Inc.	\$244,558.00	\$244,558.00
Stutzman, Inc.	\$253,971.85	\$253,971.85
Granite Excavation, Inc.	\$260,228.10	\$260,228.10
Knife River Corp. - NW	\$265,296.00	\$264,171.00

All bid packages appear to be complete and PMF Inc. was the apparent low bidder. Our recommendation is to award the contract to PMF Inc. in the amount of \$238,671.00.

Please feel free to contact me at 734-4888 if you have any questions or need further information regarding the project.

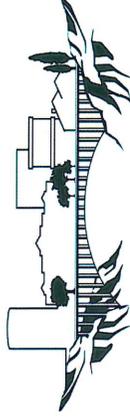
Sincerely,
Tim Vawser



EHM Engineers, Inc.

Attachments: Bid Summary

EHM Engineers, Inc.
 621 No. College Rd., Ste. 100, Twin Falls, Idaho



**THE URBAN RENEWAL AGENCY
 OF THE CITY OF TWIN FALLS**

BLOCK 133 BID SUMMARY
PROJECT: 2013 TWIN FALLS URBAN RENEWAL AGENCY
 Block 133, Twin Falls Townsite Project
 Bid Opening: November 19, 2012

ENGINEERS' ESTIMATE				PMF INC. Twin Falls, Idaho		DOUG McCOY CONST., INC. Twin Falls, Idaho		STUTZMAN, INC. Twin Falls, Idaho		GRANITE EXCAVATION, INC. Cascade, Idaho		KNIFE RIVER CORP. - NW Boise, Idaho	
No.	Item Description	Qty.	Unit	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	Excavation and Grading	4890	SY	\$2.50	\$ 12,225.00	\$4.00	\$ 19,560.00	\$10.00	\$ 49,900.00	\$8.50	\$ 41,565.00	\$3.08	\$ 15,061.20
2	Alley Patchback	48	LF	\$60.00	\$ 2,880.00	\$25.00	\$ 1,200.00	\$41.25	\$ 1,980.00	\$55.00	\$ 2,640.00	\$43.50	\$ 2,088.00
3	3/4" Plant Mix Pavement (2" Matt)	3387	SY	\$17.00	\$ 57,579.00	\$16.00	\$ 54,192.00	\$15.00	\$ 50,805.00	\$13.55	\$ 45,893.85	\$12.07	\$ 40,881.09
4	3/4" Type 1 Aggregate	757	SY	\$42.00	\$ 31,794.00	\$32.00	\$ 24,224.00	\$24.00	\$ 18,168.00	\$22.00	\$ 16,654.00	\$38.07	\$ 28,818.99
5	Std. Curb & Gutter w/ Base	765	LF	\$20.00	\$ 15,300.00	\$19.00	\$ 14,535.00	\$17.00	\$ 13,005.00	\$23.00	\$ 17,595.00	\$21.57	\$ 16,501.05
6	Release Curb w/ Base	465	LF	\$20.00	\$ 9,300.00	\$19.00	\$ 8,835.00	\$17.00	\$ 7,905.00	\$23.00	\$ 10,616.10	\$21.54	\$ 10,016.10
7	Water Meter Removal	1	EA	\$500.00	\$ 500.00	\$200.00	\$ 200.00	\$875.00	\$ 875.00	\$400.00	\$ 400.00	\$280.00	\$ 280.00
8	Light Poles	8	EA	\$5,000.00	\$ 40,000.00	\$3,125.00	\$ 25,000.00	\$3,175.00	\$ 25,400.00	\$3,170.00	\$ 25,360.00	\$3,429.00	\$ 27,432.00
9	Lighting System	1	EA	\$7,500.00	\$ 7,500.00	\$22,000.00	\$ 22,000.00	\$14,725.00	\$ 14,725.00	\$14,730.00	\$ 14,730.00	\$23,824.00	\$ 23,824.00
10	Landscape System	1	EA	\$7,500.00	\$ 7,500.00	\$22,300.00	\$ 22,300.00	\$15,550.00	\$ 15,550.00	\$11,910.00	\$ 11,910.00	\$10,048.00	\$ 10,048.00
11	Trees	8	EA	\$600.00	\$ 4,800.00	\$465.00	\$ 3,720.00	\$335.00	\$ 2,680.00	\$350.00	\$ 2,800.00	\$698.00	\$ 5,584.00
12	Bushes	30	EA	\$50.00	\$ 1,500.00	\$95.00	\$ 2,850.00	\$70.00	\$ 2,100.00	\$149.00	\$ 4,470.00	\$186.00	\$ 5,580.00
13	Hedge Bushes	92	EA	\$60.00	\$ 4,600.00	\$45.00	\$ 4,140.00	\$50.00	\$ 4,600.00	\$82.00	\$ 7,544.00	\$60.68	\$ 5,582.56
14	Landscape Rock	286	EA	\$50.00	\$ 14,300.00	\$40.00	\$ 11,440.00	\$27.50	\$ 7,865.00	\$110.00	\$ 31,460.00	\$98.46	\$ 28,159.56
15	Drywell	295	LF	\$50.00	\$ 14,750.00	\$55.00	\$ 16,225.00	\$53.00	\$ 15,635.00	\$36.00	\$ 10,620.00	\$68.89	\$ 20,322.55
16	Monitoring Well Adjustment	1	EA	\$750.00	\$ 750.00	\$300.00	\$ 300.00	\$320.00	\$ 320.00	\$700.00	\$ 700.00	\$938.00	\$ 938.00
17	Traffic Control	1	LS	\$2,000.00	\$ 2,000.00	\$1,750.00	\$ 1,750.00	\$6,000.00	\$ 6,000.00	\$1,500.00	\$ 1,500.00	\$12,122.00	\$ 12,122.00
18	Storm Water Poll. Prev. Plan	1	LS	\$4,500.00	\$ 4,500.00	\$500.00	\$ 500.00	\$3,600.00	\$ 3,600.00	\$2,690.00	\$ 2,690.00	\$1,528.00	\$ 1,528.00
19	Rock Removal	10	CY	\$150.00	\$ 1,500.00	\$150.00	\$ 1,500.00	\$222.00	\$ 2,220.00	\$288.00	\$ 2,880.00	\$318.00	\$ 3,180.00
20	Handicap Parking Sign	4	EA	\$650.00	\$ 2,600.00	\$425.00	\$ 1,700.00	\$218.75	\$ 875.00	\$280.00	\$ 1,120.00	\$320.00	\$ 1,280.00
21	Pavement Markings	1	LS	\$1,400.00	\$ 1,400.00	\$2,500.00	\$ 2,500.00	\$1,350.00	\$ 1,350.00	\$745.00	\$ 745.00	\$1,001.00	\$ 1,001.00
Grand Total					\$ 237,278.00		\$ 238,671.00		\$ 244,558.00		\$ 253,971.85		\$ 260,228.10
													\$ 264,171.00

Highlighted areas depict corrections for mathematical errors in Contractor's bid schedule.



**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

Date: December 10, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

Request:

Consideration of a request to approve a change order for a design agreement with EHM Engineers in the amount of \$13,980 to take the 4th Ave. So. improvements for the Glanbia project to the other (south) side of 4th Ave. So. This change order would include engineering services such as topo surveying, engineering, design, construction change order review, and construction management.

Background:

At the regular TFURA board meeting on November 16, the board requested that staff, two board members, and Tim Vawser of EHM Engineers to review the possibility of completing the 4th Ave. So. street improvements. Tim replied to a question that this work would be less expensive to attach to the current construction contract rather than begin the design and construction bid once the Phase II construction is complete.

EHM, staff, and board members visited the site on Nov. 30 to look over the site and consider potential improvements. Based on Tim Vawser's recommendations and addressing specific requests by staff and board members, EHM has provided a change order to design street, curb/gutter/sidewalk, parking, and streetlighting improvements.

Tim has very roughly estimated that the design and construction could be about \$110,000. The total estimate won't be known until after the design is completed and McCoy (as the contractor in place for the current street work).

Process:

Consideration of this agreement will be in open meeting and would need to be approved by a majority of TFURA's board.

Budget Impact:

\$1.25 million is budgeted for the Glanbia project and the funds are available.

Conclusion:

Staff and subcommittee recommend the board approve this request.

Attachments:

1. EHM Agreement with attachments

December 3, 2012

Twin Falls Urban Renewal Agency
P.O. Box 1907
Twin Falls, Idaho 83303

Attn.: Melinda Anderson
Economic Development Director

Re.: *Block 132 Change Order*

Dear Ms. Anderson,

Thank you for the opportunity to walk the project site with Mr. Ball and yourself Friday afternoon. The following is a synopsis of our site visit and my understanding of the scope of additional work being considered by the agency.

Fourth Avenue will be paved for the full width between Shoshone Street and Hansen Street. This will include curb, gutter, sidewalk and street striping for parking spaces similar to the north side of the road. Some concessions will have to be made where space is limited. The building owned by the agency may not be accessible based on this widening but we will attempt to keep the entry available in our design.

Street lights will be installed along Fourth Avenue frontage, similar to the spacing on the north side. This will include conduits at a price that will be negotiated with the contractor. Landscaping will not be incorporated. Due to the limited space available installation of tree wells while still being able to maintain an accessible width on the sidewalk is not possible. That was true on the opposite side of the street also due to space issues.

The rough estimate for the contractor's portion of the additional work based on his unit bid prices is \$90,000.00 to \$110,000.00. This can be reduced by at least \$23,000.00 if lighting is deemed unnecessary or it could increase significantly if the concrete road we discussed earlier is encountered. As I've mentioned in previous discussions we never really know what we will encounter in the warehouse district so additional costs should always be anticipated due to unforeseen circumstances during construction. If the agency decides to expand the contractor's scope EHM will prepare a detailed change order with accurate quantities and costs based on the final design.

Also included in this transmittal is a sketch of the proposed additions as well as a breakdown of additional design and construction service costs for EHM's portion of the

expanded services. This proposal includes additional contract administration, surveying, design, testing, and documentation of quality control during construction of the south side of Fourth Avenue.

Please feel free to call me at 734-4888 if you have any questions or need any additional information.

Sincerely,
Tim Vawser

A handwritten signature in blue ink, appearing to read 'Tim Vawser', with a stylized flourish at the end.

EHM Engineers, Inc.

Change Order

DATE: December 5, 2012
PROJECT NAME: Block 132 4th Avenue Improvements
CLIENT: The Urban Renewal Agency
Of The City of Twin Falls
P.O. Box 1907, Twin Falls, ID 83303

PROJECT NUMBER: 105c-2012

hereby requests and authorizes EHM Engineers, Inc., to perform the following services:

SCOPE:

The following engineering services shall be provided as a change order to complete the following items for expanded improvements to Fourth Avenue located adjacent to Block 132 of the City of Twin Falls Townsite.

- 1) Provide additional topographic surveying, engineering and design for full street replacement (expanded from original centerline design). Design to include curb and gutter, sidewalk and striping as well as street side lighting layout.
- 2) Administer change order to contract documents for expanded scope of project with contractor. Supply quantity calculations and cost estimates. Negotiate with contractor for pricing of additional items which may not have had unit prices established. Additional design to be incorporated into as-built drawings of record.
- 3) Provide additional construction surveying, testing and inspection.

COMPENSATION to be:

- 1) \$7,850.00
- 2) \$2,580.00
- 3) \$3,550.00

MISCELLANEOUS:

Client will be responsible for all agency approvals, construction costs, permits, and fees. EHM will submit a subsequent proposal for any additional work needed as requested by the client.

Services covered by this authorization shall be performed in accordance with PROVISIONS included.

APPROVED for:
CLIENT

ACCEPTED for:
EHM ENGINEERS, INC.

By: _____



Title: _____

Date: _____

12-5-12

EHM ENGINEERS, INC.

TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

1. AUTHORIZATION TO PROCEED

Signing this form shall be construed as authorization by CLIENT for EHM ENGINEERS, INC., to proceed with the work, unless otherwise provided for in the authorization.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional 15% shall be added to the cost of these services for EHM ENGINEERS, INC. administrative costs.

3. COST ESTIMATES

Any cost estimates provided by EHM ENGINEERS, INC., will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, EHM ENGINEERS, INC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. PROFESSIONAL STANDARDS

EHM ENGINEERS, INC., shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this authorization. EHM ENGINEERS, INC., makes no other warranty, express or implied.

5. LIMITATION OF PROFESSIONAL LIABILITY

EHM ENGINEERS, INC., liability for damages due to professional negligence will be limited to a sum not to exceed \$50,000.00 or the fee, whichever is greater.

CLIENT further agrees to notify any Contractor and Subcontractor who may perform work in connection with any design, report or study prepared by EHM ENGINEERS, INC., of such limitation of Professional Liability for design, defects, errors, omissions or professional negligence, and to require, as a condition precedent of their performing their work a like indemnity and limitation of liability on their part as against EHM ENGINEERS, INC.

6. TERMINATION

Either CLIENT or EHM ENGINEERS, INC., may terminate this Authorization by giving thirty (30) days written notice to the other party. In such event CLIENT shall forthwith pay EHM ENGINEERS, INC., in full for all work performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

In the event of any controversy, resulting in litigation, the party adjudged to be in default by a Court of competent jurisdiction shall pay to the aggrieved party all court costs, including a reasonable attorney's fee. By signing this agreement, the parties hereto agree that the State of Idaho shall have jurisdiction over all parties and the subject matter of this agreement. In connection therewith, it is further agreed that all controversies shall be determined under the laws of the State of Idaho.

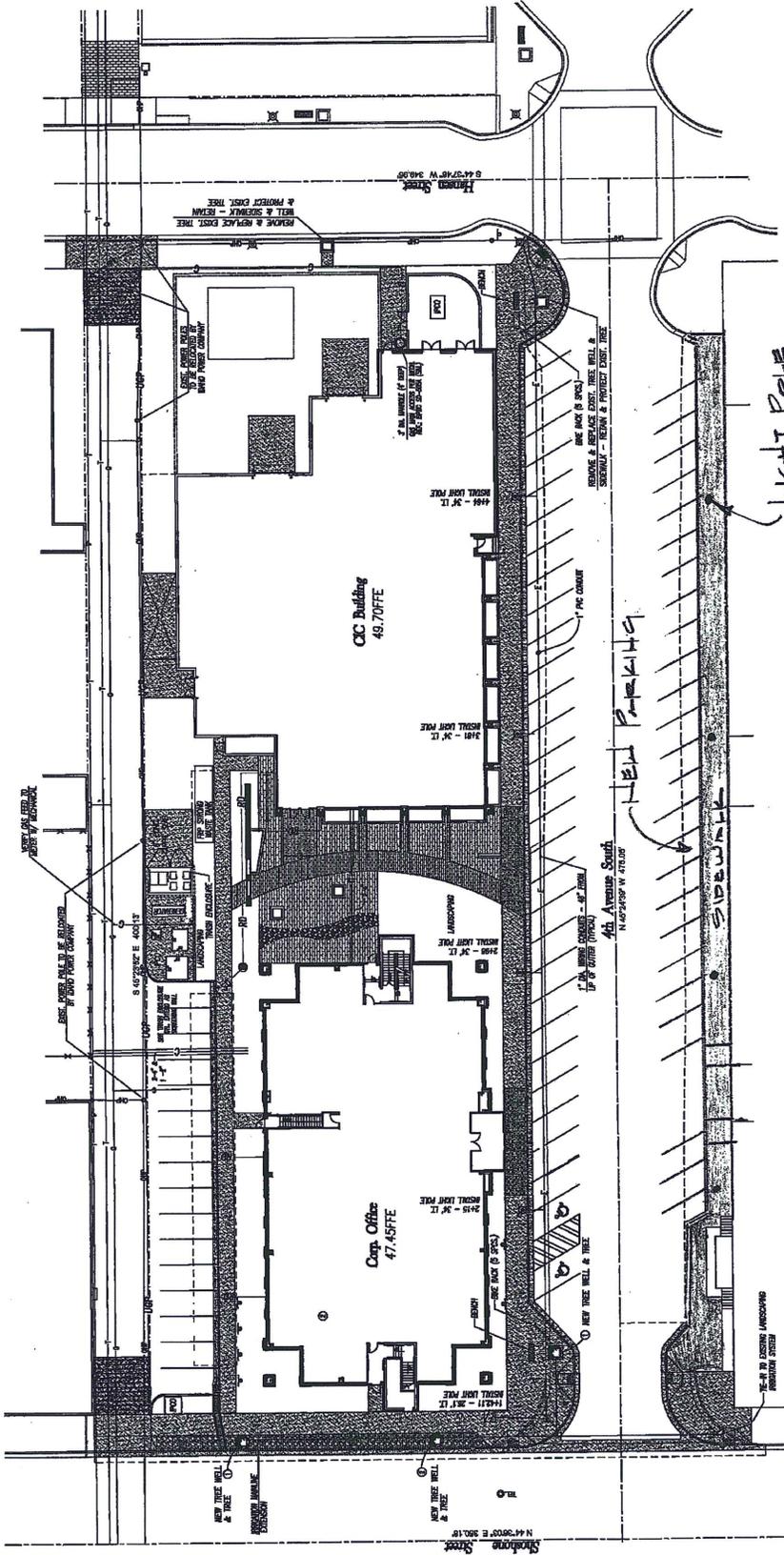
8. PAYMENT TO EHM ENGINEERS, INC.

Monthly invoices will be issued by EHM ENGINEERS, INC., for all work performed or materials furnished under the terms of this agreement. All amounts for which invoices are mailed shall be due and payable by the NET 30 DAYS after the billing date of said invoice. If the amount of said invoice, or any part thereof, is not paid within said period, then and in that event, the amount not paid shall bear interest from the date of billing at the rate of 1.5% per month for an annual rate of 18%.



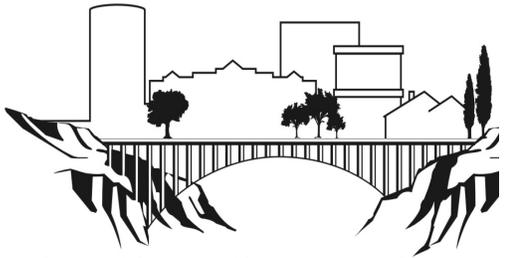
0 10 20 30 40
SCALE IN FEET

Located In
Lots 17 thru 32 and Vacated Alley, Block 132
in
"Twin Falls Township"
Section 16
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2012



Light Pole
4 Total

Streetscape Improvement Plan



Date: December 10, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

Request:

Consideration of a request to approve an agreement with JUB Engineers in the amount of \$125,900 to provide an infrastructure assessment of Old Town and part of Downtown.

Background:

At the regular TFURA board meeting on October 9, the board approved posting an ad in the Times-News requesting that engineering and other firms respond to a Request for Qualifications. TFURA is interested in completing an assessment of infrastructure to better determine if there are obstacles to future development in downtown and Old Town.

The ad was run in both the Oct. 11 and Oct. 18 editions of the Times-News. By the due date of Oct. 26, staff had received two responses, JUB Engineers and EHM Engineers, both local firms.

Staff and Don Acheson from Riedesel met with the URA subcommittee to rank the responses. JUB ranked the higher of the two submissions, primarily due to the earlier timeline for completion of the assessment. The group met with JUB three times to review the scope, timeline, and cost.

The agreement focuses on Zones 1, 2, and 3 with the majority of the assessment to take place in Zones 1 and 2. The zones are shown on the attached map. Water and wastewater assessment will happen in all zones and into other parts of the City as these systems are affected by uses and changes throughout the City. Other infrastructure items such as streets, stormwater retention, etc. will be assessed primarily in Zone 1.

Attached is the agreement for the assessment. If this agreement is approved today, JUB believes it can complete most of the assessment by the end of January with the balance that is affected by the completion of the City's water and sewer facilities plan to be completed in the Spring. The City's Engineering Department has also compared this assessment with the City's Facilities Scope and see little, if any, overlap between the two studies. Attached is also a recommendation from Riedesel regarding this agreement.

Process:

As required by Idaho statute, the RFQ was advertised in the Times-News twice. Consideration of this agreement will be in open meeting and would need to be approved by a majority of TFURA's board. If the completed assessment shows the need for new or additional infrastructure, the next step may be to determine what and where new infrastructure may be needed.

Budget Impact:

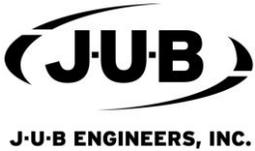
\$1.5 million is budgeted for FY 13 for Downtown improvements and the funds are available.

Conclusion:

Staff, Riedesel, and TFURA subcommittee recommends the board approve this request.

Attachments:

1. JUB Agreement with attachments
2. Riedesel Recommendation



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 60-12-
J-U-B Project Manager: Gary Haderlie

This Agreement entered into and effective this 10th day of December 2012, between Twin Falls Urban Renewal Agency, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: perform a facility assessment for infrastructure affecting Revenue Allocation Area #4-1 in the downtown and old town areas of Twin Falls hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

MUTUAL RESPONSIBILITIES

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and J-U-B, with a positive commitment to honesty and integrity, agree that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the Agreement.

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment, 2) appropriate professional interpretations of all of the foregoing, 3) environmental assessment and impact statements, 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws, and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Melinda Anderson</u>	Work telephone	<u>208-735-7240</u>
	Address	<u>Twin Falls Urban Renewal Agency</u>	Home/cell phone	<u></u>
		<u>P.O. Box 1907</u>	FAX telephone	<u>208-736-2296</u>
		<u>Twin Falls, Idaho 83303</u>	E-mail address	<u>manderson@tfid.org</u>

For J-U-B:

1.	Name	<u>Gary Haderlie, P.E.</u>	Work telephone	<u>208-733-2414</u>
	Address	<u>115 Northstar Avenue</u>	Cell phone	<u>208-308-4677</u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u>208-733-9455</u>
		<u></u>	E-mail address	<u>ghaderlie@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

J-U-B assumes no responsibility to perform work not listed as Services.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services and reimbursable expenses as follows (or as described in **Attachment 1**, if provided): See Attachment 1.

Yes *Management Reserve Fund.* If “YES”, the CLIENT will establish a management reserve fund of \$(See Attachment 1) to provide the CLIENT’s Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If “YES”, the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs, which is not defined as Services at the request or acquiescence or knowledge of the CLIENT, is “Additional Services”. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis.

File Folder Title: TF Urban Renewal Agency 2013 Facility Assessment

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Twin Falls Urban Renewal Agency

J-U-B ENGINEERS, Inc.:
115 Northstar Avenue

NAME
P.O. Box 2907

STREET
Twin Falls, Idaho 83301

STREET
Twin Falls, Idaho 83303

CITY / STATE / ZIP CODE

CITY / STATE / ZIP CODE

BY (Signature)

BY (Signature)
Gary Garnand, Chairman

NAME / TITLE

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Electronic Documents Reuse Provisions

Standard Exhibit B – Construction Phase Services

BY (Signature)

ADDITIONAL NAME / TITLE

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

J-U-B shall provide for the CLIENT the Services as set forth herein. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESSED OR IMPLIED ON BEHALF OF IT OR OTHERS.** The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations; and, J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and any contact or action of the CLIENT or others with third parties. CLIENT, therefore, indemnifies and holds J-U-B harmless from the actions and omissions of CLIENT and third parties involved in the Project.

J-U-B shall not be required to sign any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions whose existence J-U-B cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with J-U-B or payment of any amount due to J-U-B in any way contingent upon J-U-B signing any such certification.

CLIENT acknowledges that in soil investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals.

Resetting of survey and/or construction stakes shall constitute Additional Services.

Any sales tax or other tax on the Services rendered under this Agreement shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B. All printed materials, any magnetic media, or other communication or information formats ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project and shall remain the property of J-U-B whether or not the Project is completed. Although CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused without J-U-B's written consent. Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall indemnify and hold J-U-B harmless from any claims, damages, losses and expenses arising out of or resulting from such reuse. Files in electronic media format of text, data, graphics, or of other types that are otherwise furnished by J-U-B to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

If submittal of electronic files are included as part of the Project, the requirements of **Standard Exhibit A – Electronic Documents Reuse** Provisions apply to this Agreement.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give J-U-B control over contractor(s) work; nor, shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If Construction Phase Services are included as part of the Project, the requirements of **Standard Exhibit B – Construction Phase Services** apply to this Agreement.

OPINIONS OF COST

Since J-U-B has no control over the cost of labor, materials, equipment or Services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, J-U-B's opinions of probable total Project costs and construction, if any, are to be made on the basis of J-U-B's experience and qualifications, and represent J-U-B's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but J-U-B cannot and does not guarantee that proposals, bids or actual total Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. If the CLIENT wishes assurance as to total Project or construction costs, CLIENT shall employ an independent cost estimator. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. If the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid, in addition to any other remedies at law or equity, an allowance as determined by J-U-B,

including but not limited to: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, obtaining and engaging in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

The CLIENT is aware of the risks, rewards, and benefits of the Project and J-U-B's Basis of Fee for Services. The risks are hereby allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the total combined liability of J-U-B, its officers, employees, successors, partners, heirs and assigns to the CLIENT, for professional errors or omissions, directly or through third parties, for all injuries, claims, expenses, costs, fees, and legal fees, damages or claims of expenses arising out of this Agreement from any cause, shall not exceed the amount of J-U-B's fees paid on this Agreement. Such causes include, but are not limited to, J-U-B's negligence, errors, omissions, strict liability, and breach of this Agreement. In no event shall J-U-B be liable for any incidental, indirect or consequential damages.

J-U-B's liability for any cause or claim other than for professional errors or omissions, including, but not limited to, negligence, strict liability, or breach of contract or warranty, express or implied, shall not exceed the total insurance proceeds (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal) paid on behalf of or to J-U-B by J-U-B's insurers in settlement or satisfaction of such causes or claim under the terms and conditions of J-U-B's insurance policies applicable thereto.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation. To the extent allowed by law, CLIENT may not recover for economic loss from J-U-B through third parties.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project Site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide for J-U-B's right to enter the property owned by the CLIENT and others in order for J-U-B to fulfill the Services to be performed hereunder. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the Project, Services, or discovery of hazardous materials or suspected hazardous materials on the property.

MEDIATION BEFORE LITIGATION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the CLIENT and J-U-B agree that all disputes between them arising out of or relating to this Agreement, the Project, or the Services, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the Project, and also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

LEGAL FEES

In the event of any action brought by J-U-B to enforce the payment provisions of the Agreement, the prevailing party shall be entitled to such reasonable amounts for fees, costs and expenses including attorney's fees as may be set by a court.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

SUCCESSORS AND ASSIGNS

CLIENT and J-U-B and their partners, successors to this Agreement, executors, administrators and legal representatives of such other party, each is hereby bound in respect to all the covenants, agreements and obligations of this Agreement. Neither CLIENT nor J-U-B may assign, sublet, or transfer any rights under or interest (including, without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against J-U-B. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement is to be governed by the laws of the state in which the Project is primarily located. Any action or proceeding arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, INC.

**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR
Twin Falls Urban Renewal Agency
2013 Facilities Assessment & Planning for Downtown & Old Town (Revenue
Allocation Area #4-1)**

Scope of Services Outline

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services', executed between CLIENT and J-U-B to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

The Twin Falls Urban Renewal Agency (TFURA) desires to better understand the condition and capacity of existing infrastructure (water, sewer, storm water, irrigation, streets, power, gas & telecommunications) in the downtown and oldtown areas of Twin Falls. This area is specifically located in Revenue Allocation Area #4-1, as well as nearby adjacent areas that affect this revenue allocation area. In particular, three areas have been designated for study as shown on the included map with the highest priority area designated as priority area 1, the second highest priority as priority area 2, and the lowest priority as priority area 3. It is our understanding that the TFURA may expand Area #4-1 by another 10 percent. The priority areas for study that are adjacent to and directly affecting the revenue allocation area are considered to include the probable expansion area.

PART 1 - SCOPE OF SERVICES

- A. Basic Services - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 1 – KICK-OFF MEETING AND SCOPE DEVELOPMENT (COMPLETED)

1. Kick-off Meeting with URA:
2. Develop Scope of Services

Task 2 – INITIAL INVENTORY – FOR PRIORITY AREAS 1, 2, 3 (ASSUMED TO INCLUDE ADDED 10%)
THIS TASK IS AN ACQUISITION OF INFORMATION FOR UTILITIES AS LISTED

1. Compile Aerial Planimetry Photo data—Bring aerial photo into an electronic GIS/Autocad format for background as a base file with other geodatabase and utility data that can match with the recent aerial photography; This will be used in Figure preparation for the report.
 - a. Acquire updated data to correspond to newest aerial corresponding to each priority area
2. Compile Existing Water Main Information
 - a. Water main sizes and connections for listing into basemap figures

- b. Prepare electronic GIS data with sizes already available at J-U-B; (the more detailed investigation will be done under Task 3)
 - c. Coordination efforts for on-going updated master plan (limited to 2 hours)
- 3. Review Existing Wastewater Information
 - a. Review existing 2009 Sewer Collection System report for issues related to the priority areas
 - b. Prepare electronic GIS data with sizes already available at J-U-B; (the more detailed investigation will be done under Task 3)
 - c. Review existing 2009 Wastewater Treatment plant study
 - d. Coordinate for efforts related to on-going updated treatment study
- 4. Acquire Available Existing Storm Drain information
 - a. Prepare electronic GIS data already available at J-U-B with stormdrain; (the more detailed investigation will be done under Task 3)
- 5. Acquire Available Existing Irrigation System Information
 - a. Prepare any electronic GIS data already available at J-U-B with Irrigation; (the more detailed investigation will be done under Task 3)
- 6. Streets
 - a. Compile information from existing Twin Falls Street Master Plan relevant to the priority areas regarding pavement evaluation and capacity for inclusion in the final report
 - b. Review information on relevant arterials/collectors
 - c. Obtain most current available traffic counts from ITD as may be available for the priority areas
- 7. Coordinate to acquire available information regarding size and location of above ground and underground power from Idaho Power
- 8. Coordinate to acquire available information as to main sizes, locations, and service area from Intermountain Gas
- 9. Coordinate to acquire available location information from Telecommunication Companies (PMT, Century Link, Syringa, Cable)
- 10. Compile Zoning, Land Use & Designated Parking Areas information
- 11. Task 2 information will be summarized as part of Task 3 by preparing summary text and figures on each of the infrastructure items for inclusion in the final report.
- 12. Deliverables for Task 2
 - a. Meeting to review preliminary information obtained with informal maps and to identify progress, concerns, and further steps.

Task 3 – DETAILED UTILITY INVESTIGATION – LEVEL 1: (THIS TASK IS A REVIEW OF COMPILED INFORMATION AND A MORE DETAILED UTILITY INVESTIGATION FOR UTILITIES AS NOTED)

- 1. Update planimetry and tin to City map with existing City data and acquired information coordinated to the the recent 2012 aerial.

2. Water System (Priority Areas 1, 2 & 3)
 - a. Survey shots on water valves & fire hydrants (Our understanding is that the City does not already have this data)
 - b. Review information with City of Twin Falls to estimate age, material & size (1 mtg)
 - c. Review work/repair history with City to estimate condition
 - d. Summarize information by updating figures with locations and repair history
3. Wastewater System (Priority Areas 1, 2 & 3)
 - a. Sewer Collection
 - (i) Review work/repair history with City
 - (ii) Compile available video tape
 - (iii) Review and rate sewer mains from video tape
 - (iv) Survey & dip sewer manholes for local assessment
 - (v) Summarize information by preparing figures with locations and history
 - b. Provide general summary of existing and/or on-going wastewater treatment study
 - (i) Summarize items in priority areas that may affect treatment deficiencies in coordination with on-going study
4. Storm Drain (Priority Areas 1 & 2)
 - a. Review information with the City of Twin Falls
 - b. Review City of Twin Falls storm runoff requirements
 - c. Drive streets during storm event(s) and document runoff patterns
 - d. Define deficiencies and make improvement recommendations
5. Irrigation System (Priority Areas 1 & 2)
 - a. Review existing irrigation maps with City of Twin Falls
 - b. Review existing irrigation maps from Twin Falls Canal Company
 - c. Review maps with Dan Brizee and 2 others for verification
 - d. Define deficiencies and make improvement recommendations
6. Streets (Priority Areas 1 & 2)
 - a. Conduct pavement evaluation for streets in priority areas– lip of gutter to lip of gutter
 - b. Review sidewalk for existing condition and ADA requirements
 - c. Review existing street lighting condition and location
 - d. Meet with City of Twin Falls on repaving/rehabilitation schedule
 - e. Define deficiencies and make improvement recommendations
7. Idaho Power (Priority Areas 1, 2 & 3)
 - a. Prepare map and/or text of information gathered and potential work to be done

8. Intermountain Gas (Priority Areas 1, 2 & 3)
 - a. Prepare map and/or text of information gathered and potential work to be done
9. Telecommunication Companies (Priority Areas 1, 2 & 3)
 - a. Prepare map and/or text of information gathered and potential work to be done
10. Deliverables
 - a. Meeting to review information obtained with summary map with utilities. The maps will help illustrate the deficiencies that are being found from the assessment of the various infrastructure components. Maps will consist of 11x17 or larger roll plot maps, and may consist of summary overall maps or individual utilities maps depending on the information obtained.

Task 3 – DETAILED UTILITY INVESTIGATION – LEVEL 2 (THIS TASK IS A REVIEW OF CAPACITY INFORMATION FOR WATER, SEWER, AND SOME STREETS)

1. Water System (Priority Areas 1, 2 & 3)
 - a. Run Water Model developed for City of Twin Falls for commercial and light manufacturing flows for existing and future flows (future flows will be determined based on direction from CLIENT)
 - b. Define Deficiencies from Water Model related to localized conditions and general city wide supply/storage/distribution needs
2. Wastewater System (Priority Areas 1, 2 & 3)
 - a. Sewer Collection System
 - b. Prepare sewer model for local conditions based on survey for existing and future flows (future flows will be determined based on direction from CLIENT)
 - c. Define Deficiencies from Sewer Model for local conditions)(See assumptions below regarding sewer model in a City-wide analysis)
3. Streets (Priority Area 1)
 - a. Conduct link volume traffic counts on local streets
 - b. Summarize findings
4. Deliverables
 - a. Meeting to review capacity information obtained regarding water and sewer findings. Findings will be presented with preliminary reports and maps.
 - b. Summarize capacity concerns for the report

Task 3 – DETAILED UTILITY INVESTIGATION – LEVEL 3 (TO BE DETERMINED BASED ON LEVEL 1 & 2 ADDITIONAL AREAS SELECTED)

1. Water System
2. Wastewater System
3. Storm Drain
4. Irrigation System
5. Streets

6. Idaho Power
7. Intermountain Gas
8. Telecommunication Companies
9. Project Management
10. Deliverables

Task 4 – FINALIZE ASSESSMENT

1. Project Management
 - a. Two additional meetings with URA staff
 - b. Two URA board meetings
 - c. Administration of project
2. Prepare Draft Report
 - a. Present four (4) draft copies of report to URA; Provide summary on general city capacity regarding water and sewer
3. Prepare Final Report
 - a. Present four (4) final copies of report to URA

Task 5 – Management Reserve for Scope Changes

1. Projects like this have items that may come up that make sense to add to the scope based on the preliminary findings. These will be completed upon written request and authorization of the CLIENT.
 - a. This management reserve would allocate monies that could be used for additional Services within Tasks 2-4 that are not currently scoped to be completed. This will help cover changes that may come up.

B. Other Additional Services that may be beyond the amount covered by the Management Reserve – Upon written request and authorization of the CLIENT, the following Additional Services may be completed.

1. Intrusive/Non-intrusive Sub-surface Field Investigations as part of Task 3 Level 3
 - a. Based on the locations identified in the preliminary findings.
2. Videotape inspection and evaluation of storm drain and irrigation lines for Task 3 Level 2.
3. Other large items beyond the management reserve

C. Additional CLIENT's Responsibilities - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Provide J-U-B will all criteria and full information as to CLIENT's requirements for the Project, including objectives and constraints; performance requirements; flexibility and expansibility requirements; and budgetary limitations.
2. Furnish to J-U-B any other available information pertinent to the Project including, but not necessarily limited to, reports, data, and drawings relative to previous design or investigations Site that may affect this project. Specific items include:

- a. Growth projections
- b. Building sizes
3. Client staff availability to review documents as presented by J-U-B and to render timely decisions in writing pertaining thereto.
4. Any Land acquisition(s)
5. Recommendation of improvements to properties that may increase visual appeal

D. Assumptions

1. The initial assumption for this plan is that some commercial such as restaurants and businesses typical of the downtown area as well as some light manufacturing will be brought to this area. This scope assumes that no wet (heavy water/sewer use) businesses will be brought to the study areas.
2. The City Sewer Master Plan is not currently being updated as previously thought. Based on discussions with City staff, the overall master plan still needs to be updated, but will not be completed in time for this current scope. It should be understood that capacity conditions evaluated with this scope may need to be reevaluated upon completion of an updated Sewer Master Plan with guidance from the new forthcoming strategic plan. Without this update, the following approach is suggested:
 - a. A localized analysis will be performed on the existing pipes with existing and new additional loads based on this scope. From the existing localized sewer infrastructure evaluation and capacity checks, J-U-B will make recommendations and qualified statements about the local sewer infrastructure. Based on recent work, the localized conditions may have a higher priority than the city-wide analysis.
 - b. New loads will then be compared with the previous build-out conditions on the Grandview Trunkline, and some summary statements on the general system can be made. An assumption that the Grandview Trunkline can be built to the build-out conditions shown in the 2009 Sewer Master Plan may no longer be valid due to changes in flow allocation to the Grandview Trunkline. In general the flows will be higher in the Grandview Trunkline than previously modeled for the City's Sewer Master Plan.
3. Weather: Some of the tasks listed are dependent on weather conditions and may require wet or dry weather or surface conditions to verify. This may affect the overall schedule.

PART 2 - SCHEDULE OF SERVICES

- A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
1	Scope Development	Prior to December 5
2	Initial Inventory	To be completed within 30 calendar days of signed Agreement
3	Detailed Utility Assessment	To be completed within two weeks of the City of Twin Falls Water Master Plan which is anticipated to have a draft in the Spring of 2013
4	Finalize Assessment	A draft report will be completed within 2 weeks of assessment completion
5	Management Reserve	To Be Determined
-	Additional Services	To Be Determined

PART 3 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

1. For Lump Sum fees:

a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.

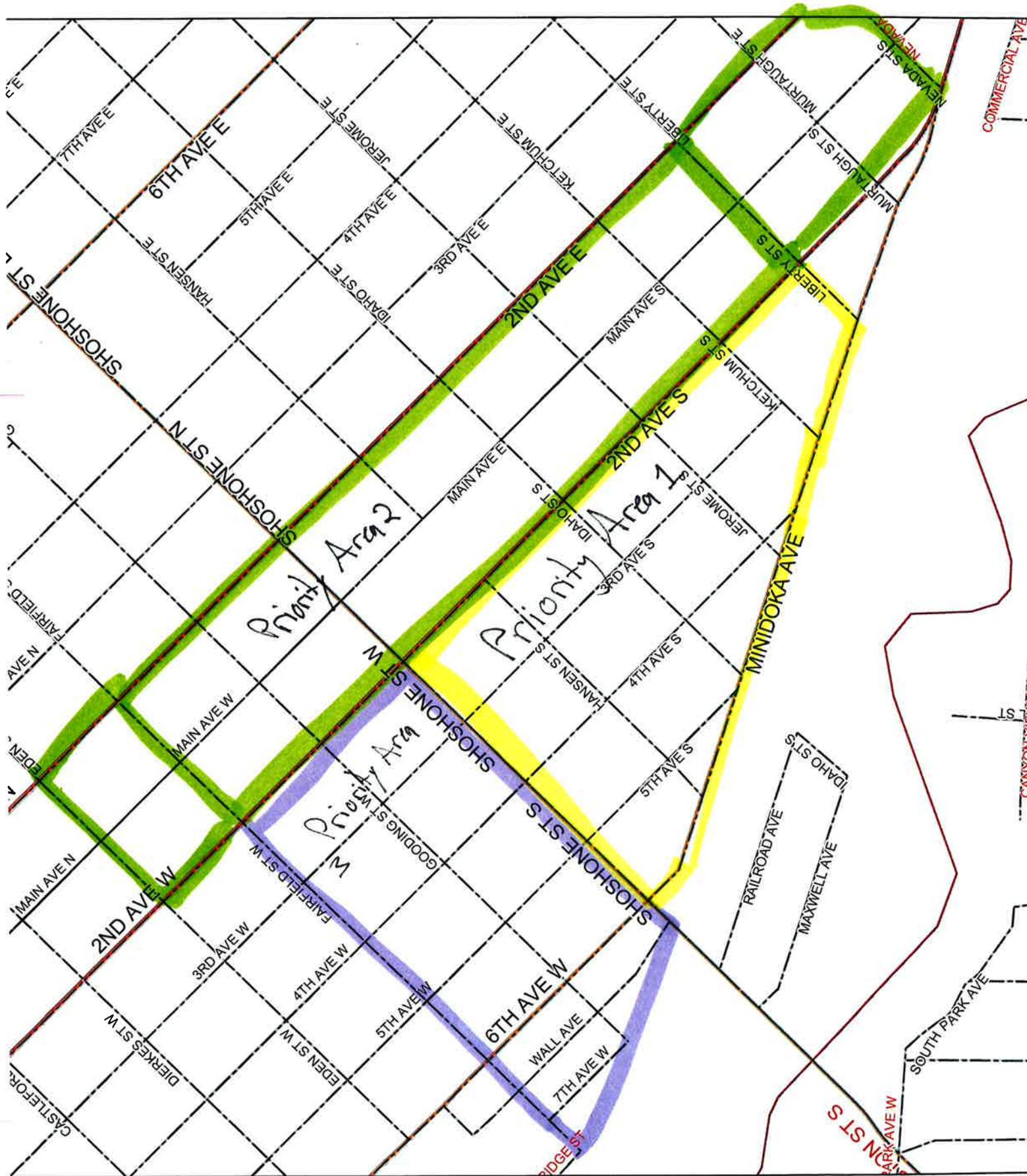
2. For Time and Materials fees:

a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project for each J-U-B employee multiplied by employees' standard billing rates for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
1	Scope Development	N/A	N/A
2	Initial Inventory	Lump Sum	\$17,430
3	Detailed Utility Assessment	Lump Sum	\$77,160
4	Finalize Assessment	Lump Sum	\$21,310
5	Management Reserve	To Be Determined	\$10,000
-	Additional Services	To Be Determined	To Be Determined

C. Period of Service: If the period of service for the tasks identified above is extended beyond 12 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.





J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Standard Exhibit A – Electronic Documents Reuse Provisions

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to electronic documents reuse.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, 'Media' are the instruments on which Electronic Documents are stored and transferred.

For the purposes of this exhibit, 'Electronic Documents' are files in electronic format including text, data, graphics, or other types of electronic information provided as part of the Agreement.

ELECTRONIC DOCUMENTS DESCRIPTION

The following Electronic Documents will be delivered to the CLIENT as instruments of service under the Agreement:

Project Name and J-U-B Project Number: TF Urban Renewal Agency 2013 Facility Assessment
Electronic Document(s) Description: 1. Final Report 2. Survey data
File Type (pdf, jpg, doc, xls, dwg, etc.): pdf of Report, dwg of Survey data
Media (cd, email, web, etc): CD or email as requested

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2. Reuse Restrictions. This license and use of the Media is restricted to the original site and Project for which it was originally prepared...

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TWIN FALLS URBAN RENEWAL AGENCY
 2013 FACILITIES ASSESSMENT & PLANNING FOR DOWNTOWN & OLD TOWN (REVENUE ALLOCATION AREA #4-1)
 PROFESSIONAL ENGINEERING SERVICES
 Labor Estimate (in hours)

	TASK DESCRIPTION	QA/QC	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	TRANSPORT /PLS	TECH. / SURVEY	DRAFTER	CLERICAL	EXPENSES	SUB-CON	TASK TOTAL
Task 020 - Initial Inventory (Priority Areas 1, 2 & 3)												
020.01	Compile Aerial Planimetry Photo Data		1			2						\$ 430
020.02	Obtain Tin for Current Aerial Photo (Priority Area 1)				1	1					\$2,500	\$ 2,730
020.03	Obtain Tin for Current Aerial Photo (Priority Area 2)				1	1					\$1,300	\$ 1,530
020.04	Obtain Tin for Current Aerial Photo (Priority Area 3)				1	1					\$1,100	\$ 1,330
020.05	Compile Existing Water Main Information from Current Twin Falls Water Model		2	2				2				\$ 660
020.06	Compile Existing Wastewater Information	1										\$ 170
020.07	Review Existing Twin Falls Sewer Collection System Report		4	2				2				\$ 980
020.08	Review Existing Twin Falls Wastewater Treatment Plant Study		3	2								\$ 680
020.09	Review Available Existing Storm Drain Information (Detailed map/verify on Task 031)			2				2				\$ 350
020.10	Review Available Existing Irrigation System Information (Detailed map/verify on Task 031)			2				2				\$ 350
020.11	Streets											\$ -
020.12	Compile Information From Existing Twin Falls Street Master Plan	1	2			12						\$ 2,090
020.13	Review Information on Relevant Arterials/Collectors		1			4						\$ 690
020.14	Obtain Most Current Available Traffic Counts From ITD		1			2						\$ 430
020.15	Review Existing & Planned Infastructure With Idaho Power		2	4						\$10		\$ 730
020.16	Review Existing & Planned Infastructure With Intermountain Gas		2	3						\$10		\$ 630
020.17	Review Existing & Planned Infastructure With Telecommunications Companies	1										\$ 170
020.18	PMT		1	2						\$10		\$ 370
020.19	Century Link		1	2						\$10		\$ 370
020.20	Syringa		1	2						\$10		\$ 370
020.21	Cable		1	2						\$10		\$ 370
020.22	Compile Zoning, Land Use & Designated Parking Areas Information	1	1	2						\$10		\$ 540
020.23	Project Management											\$ -
020.24	Conduct One Coordination meeting with the City of Twin Falls		2	4						\$10		\$ 730
020.25	Conduct One (1) Review Meeting or Progress reports with CLIENT		2	4						\$10		\$ 730
	Task Subtotal	4	27	35	3	23	0	8	0	\$90	\$4,900	\$ 17,430
Task 030 - Detailed Utility Investigation - Level 1												
031.01	Update City Map to Align to Aerial Planimetry (Priority Areas 1, 2 & 3)		1	2	2	4		1				\$ 1,160
031.02	Locate Street Corners (Priority Area 1)			1		6	20	2		\$400		\$ 2,750
031.03	Locate Street Corners (Priority Area 2)			1		6	20	2		\$400		\$ 2,750
031.04	Locate Street Corners (Priority Area 3)			1		5	8	2		\$200		\$ 1,640
031.05	Water System (Priority Areas 1, 2 & 3)											\$ -
031.06	Survey Shots on Water Valves & Fire Hydrants (Priority Area 1)			2		3	8	4		\$350		\$ 1,760
031.07	Survey Shots on Water Valves & Fire Hydrants (Priority Area 2)			2		2	10	4		\$400		\$ 1,810
031.08	Survey Shots on Water Valves & Fire Hydrants (Priority Area 3)			2		1	6	2		\$250		\$ 1,120
031.09	Review Information w/City of Twin Falls Staff to Document Age, Material & Size		1	4								\$ 570
031.10	Review Work/Repair History with the City of Twin Falls (1 meeting)		2	4								\$ 720
031.11	Summarize Information Gathered	2	2	6				12				\$ 2,120
031.12	Wastewater System (Priority Areas 1, 2 & 3)											\$ -
031.13	Sewer Collection											\$ -
031.14	Review Work/Repair History with the City of Twin Falls		2	4								\$ 720
031.15	Review Sewer Video Tapes & Prioritize Sections (P.A. 1 - 8,800 LF)			1			22					\$ 1,530



TWIN FALLS URBAN RENEWAL AGENCY
 2013 FACILITIES ASSESSMENT & PLANNING FOR DOWNTOWN & OLD TOWN (REVENUE ALLOCATION AREA #4-1)
 PROFESSIONAL ENGINEERING SERVICES
 Labor Estimate (in hours)

	TASK DESCRIPTION	QA/QC	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	TRANSPORT /PLS	TECH. / SURVEY	DRAFTER	CLERICAL	EXPENSES	SUB-CON	TASK TOTAL
031.16	Compile Information from Sewer Video Tapes Priority Area 1)			2			4	2				\$ 610
031.17	Review Sewer Video Tapes & Prioritize Sections (P.A. 2 - 10,700 LF)			1			28					\$ 1,920
031.18	Compile Information from Sewer Video Tapes Priority Area 2)			2			4	2				\$ 610
031.19	Review Sewer Video Tapes & Prioritize Sections (P.A. 3 - 5,200 LF)			1			14					\$ 1,010
031.20	Compile Information from Sewer Video Tapes Priority Area 3)			2			2	2				\$ 480
031.21	Survey & Dip Sewer Manholes For Local Assessment (P.A. 1 - 54 MHs)		1	2		3	50	4		\$1,250		\$ 5,550
031.22	Survey & Dip Sewer Manholes For Local Assessment (P.A. 2 - 25 MHs)			2		2	22	2		\$550		\$ 2,600
031.23	Survey & Dip Sewer Manholes For Local Assessment (P.A. 3 - 18 MHs)			2		2	17	2		\$450		\$ 2,170
031.24	Summarize Information Gathered	2	2	10								\$ 1,670
031.25	Wastewater Treatment Facilities											\$ -
031.26	Define Potential Relevant Treatment Issues	1	3	5								\$ 1,150
031.27	Storm Drain (Priority Areas 1 & 2)											\$ -
031.28	Review information with the City of Twin Falls			4								\$ 410
031.29	Review City of Twin Falls Storm Runoff Requirements			2								\$ 200
031.30	Drive Streets During Storm Event(s) & Document Runoff Patterns			2			4					\$ 460
031.31	Review Retention Needs			8	4							\$ 1,200
031.32	Prepare Projections on Future Runoff Retention Needs		1	4								\$ 570
031.33	Compile Information		1	4								\$ 570
031.34	Define Deficiencies & Make Improvement Recommendations	1	1	6								\$ 940
031.35	Irrigation System (Priority Areas 1 & 2)											\$ -
031.36	Review Existing Irrigation Maps with the City of Twin Falls		1	4								\$ 570
031.37	Review Existing Irrigation Maps with Twin Falls Canal Company			4								\$ 410
031.38	Review Irrigation Maps with Dan Brizee/Others For Verification			4								\$ 410
031.39	Compile Information			4				4				\$ 700
031.40	Define Deficiencies & Make Improvement Recommendations	1	1	4								\$ 730
031.41	Streets (Priority Areas 1 & 2)											\$ -
031.42	Conduct Pavement Evaluation - Lip of Gutter to Lip of Gutter (P.A. 1 - 22 Segments)			1		2	22			\$40		\$ 1,840
031.43	Review Sidewalk For Existing Conditions & ADA Requirements (Priority Area 1)					2	22			\$20		\$ 1,720
031.44	Review Existing Street Lighting Conditions & Location (P.A. 1 - 25 Intersections)					2	13			\$20		\$ 1,130
031.45	Conduct Pavement Evaluation - Lip of Gutter to Lip of Gutter (P.A. 2 - 29 Segments)			1		2	29			\$40		\$ 2,300
031.46	Review Sidewalk For Existing Conditions & ADA Requirements (Priority Area 2)											\$ -
031.47	Review Existing Street Lighting Conditions & Location (P.A. 2 - 26 Intersections)											\$ -
031.48	Meet w/City of Twin Falls on Repaving/Rehabillitaion Schedule			1		2				\$10		\$ 380
031.49	Compile Information			1		4	4	8				\$ 1,470
031.50	Define Deficiencies & Make Improvement Recommendations	2		1		4						\$ 970
031.51	Idaho Power											\$ -
031.52	Prepare Summary of Information Gathered		1	3				4		\$10		\$ 760
031.53	Intermountain Gas											\$ -
031.54	Prepare Summary of Information Gathered		1	3				4		\$10		\$ 760
031.55	Telecommunications Companies											\$ -
031.56	Prepare Summary of Information Gathered		2	4				4		\$20		\$ 1,030
031.57	Project Management											\$ -
031.58	Conduct One (1) Review Meeting with CLIENT		3	6						\$10		\$ 1,090



TWIN FALLS URBAN RENEWAL AGENCY
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 Labor Estimate (in hours)

	TASK DESCRIPTION	QA/QC	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	TRANSPORT /PLS	TECH. / SURVEY	DRAFTER	CLERICAL	EXPENSES	SUB-CON	TASK TOTAL
	Task Subtotal	9	26	130	6	52	329	67	0	\$4,430	\$0	\$57,040
Task 030 - Detailed Utility Investigation - Level 2												
032.01	Water System (Priority Areas 1, 2 & 3)											\$ -
032.02	Review Distribution Improvements from 2013 Water Facilities Plan		2	4								\$ 720
032.03	Water Model Runs (From Model Developed for City of Twin Falls)		2	16	8							\$ 2,710
032.04	Evaluate Existing Local Water System - Existing Demand Conditions											\$ -
032.05	Review Distribution and Transmission Mains		4	12								\$ 1,860
032.06	Summarize Water Supplies, Storage Tanks, Pump Stations		2	4								\$ 720
032.07	Summarize/Prioritize Water System Capacity/Condition/Needs	2	2	4		1			2			\$ 1,280
032.08	Evaluate Existing Local Water System - Future Demand Conditions											\$ -
032.09	Review Distribution and Transmission Mains		2	4								\$ 720
032.10	Summarize Water Supplies, Storage Tanks, Pump Stations		2	4								\$ 720
032.11	Summarize/Prioritize Water System Capacity, Condition, & Needs	1	2	4		1						\$ 1,020
032.12	Define Deficiencies from Water Model			4	4							\$ 790
032.13	Wastewater System (Priority Areas 1, 2 & 3)											\$ -
032.14	Sewer Collection System											\$ -
032.15	Prepare Local Sewer Collection Model											\$ -
032.16	Evaluate Existing Local Collection System - Existing Demand Conditions			5	10					\$20		\$ 1,480
032.17	Summarize/Prioritize Collection System Capacity/Condition/Needs	1	1	3	4			2				\$ 1,150
032.18	Evaluate Existing Local Collection System - Future Demand Conditions			2	3							\$ 490
032.19	Summarize/Prioritize Collection System Capacity, Condition, & Needs	1	1	3	4			2				\$ 1,150
032.20	Streets (Priority Area 1)											\$ -
032.21	Conduct link volume traffic counts on local streets		1	2		6	32			\$60		\$ 3,310
032.22	Summarize Findings	1		2		4						\$ 910
032.23	Project Management											\$ -
032.24	Conduct One (1) Review Meeting with CLIENT		3	6						\$10		\$ 1,090
	Task Subtotal	6	24	79	33	12	32	4	2	\$90	\$0	\$20,120
Task 030 - Detailed Utility Investigation - Level 3												
033.01	To Be Determined Based on Level 1 & 2 Findings											\$ -
033.02												\$ -
	Task Subtotal	0	0	0	0	0	0	0	0	\$0	\$0	\$0
Task 040 - Finalize Assessment												
040.01	Project Management											\$ -
040.02	Kick-Off Meeting with CLIENT		4	8		2			2	\$10		\$ 1,810
040.03	Monthly Updates, Invoices		4						2			\$ 720
040.04	Conduct Two (2) Additional Progress Meetings with CLIENT		4	8						\$20		\$ 1,470
040.05	Two (2) Progress Meetings with URA Board		4	8						\$20		\$ 1,470
040.06	Deliverables											\$ -
040.07	Draft Report to CLIENT for QC Review	6	24	40		6		12	16	\$10		\$ 11,250
040.08	Respond to CLIENT Review Comments		4	12		1			2			\$ 2,080
040.09	Final Report to CLIENT		4	12				4	8	\$10		\$ 2,510



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	TASK DESCRIPTION	QA/QC	PROJECT MANAGER	PROJECT ENGINEER	DESIGNER	TRANSPORT /PLS	TECH. / SURVEY	DRAFTER	CLERICAL	EXPENSES	SUB-CON	TASK TOTAL
	Task Subtotal	6	48	88	0	9	0	16	30	\$70	\$0	\$21,310
Task 050 - Management Reserve												
050.01	Reserve for Additional Scope Items upon Request									\$10,000		\$ 10,000
	Task Subtotal	0	0	0	0	0	0	0	0	\$10,000	\$0	\$10,000
	Staff-Hour Total	25	125	332	42	96	361	95	32	\$ 14,680	\$ 4,900	\$ 125,900
											TOTAL	\$ 125,900



December 6, 2012

Melinda Anderson
Economic Development Director
Twin Falls Urban Renewal Agency
321 Second Ave. East
P.O. Box 1907
Twin Falls, ID 83303

Re. J-U-B Scope of Services and Agreement – Facility Assessment Study

Director Anderson:

I have reviewed J-U-B Engineer's final Scope of Services and Agreement as requested. The review included: conformance with J-U-B's initial proposal to Twin Falls Urban Renewal Agency (TFURA), comparison with discussion points from meetings with TFURA's review committee and subsequent Agreement drafts, resolution of minor contract details, and a review of possible overlap between TFURA's assessment work and the consultant's services to the City of Twin Falls for a water system facility plan.

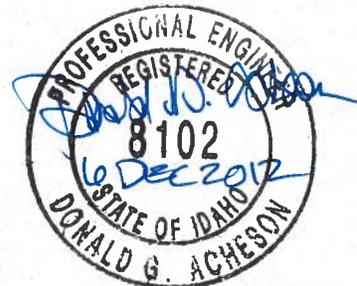
In my opinion, J-U-B's Scope of Services and Agreement meets the intent of TFURA's advertised request for proposals (RFP), is consistent with fees for similar work, and will provide the Agency with the planning tool its needs for its mission in Twin Falls Downtown and Old Town Revenue Allocation Area #4-1. As discussed with Twin Falls Engineering and Public Works, overlap between this work and the City's facility plan, if any, will not be significant. I recommend the TFURA Board accept this Agreement and engage J-U-B Engineers to proceed with the facility assessment study.

Please call me with any questions or concerns.

Sincerely,

Donald G. Acheson
Donald G. Acheson, P.E.

DGA/tr



PAGE 1 OF 1

202 Falls Avenue Twin Falls, ID 83301 208/733-2446 Fax 208/734-2748	◆	PO Box 782 Meridian, ID 83680 208/898-9165 Fax 208/734-2748	◆	77 Southway, Suite C Lewiston, ID 83501 208/743-3818 Fax 208/743-3819	◆	1845 Terminal Drive, Suite 150 Richland, WA 99352 509/946-3559 Fax 509/946-3554
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