

COUNCIL MEMBERS:

Suzanne Hawkins	Jim Munn	Shawn Barigar	Chris Talkington	Gregory Lanting	Don Hall	Rebecca Mills Sojka
Vice Mayor					Mayor	



AGENDA
Meeting of the Twin Falls City Council
Tuesday, January 21, 2014
City Council Chambers
305 3rd Avenue East -Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
CONFIRMATION OF QUORUM
CONSIDERATION OF THE AMENDMENTS TO THE AGENDA
PROCLAMATIONS

GENERAL PUBLIC INPUT

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u>		
1. Consideration of a request to approve the January 14 – 21, 2014, Accounts Payable.	Action	Staff Report
2. Consideration of a request to pay fees in lieu of park land dedication for the Lengfeld Subdivision.	Action	Sharon Bryan Dennis Bowyer
II. <u>ITEMS FOR CONSIDERATION:</u>		
1. A presentation by the Twin Falls Futures Unlimited group regarding the future development and growth of Twin Falls.	Presentation	Brad Wills
2. Update on the Waste Water Treatment Plant upgrades.	Update	Troy Vitek
3. Consideration of a request to adopt Ordinance 3060, authorizing the signing of the loan agreement with the Idaho Bond Bank; and, presentation on the bonding process for the \$38 million of improvements at the Waste Water Treatment Plant.	Action/ Presentation	Lorie Race
4. Consideration of the Airport Board's recommendation to select CSHQA as the architecture firm for the Airport Terminal Modification Project.	Action	Bill Carberry
5. Consideration of a request to authorize the Mayor to sign the Recreation Trail Program Grant Application.	Action	Dennis Bowyer/ Mandi Thompson
6. Discussion of draft three of the Agreement with Beckley Media to use Twin Falls City property in his effort to jump the Snake River Canyon. <i>This will not be an action item.</i>	Discussion	City Council
7. General update on Canyon Jump process to include public safety and possible compensation.	Update	Travis Rothweiler/ Brian Pike
8. Public input and/or items from the City Manager and City Council.		
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00		
1. Consideration of a request to adopt Ordinance 3059, amending City Code 3-18 regarding City issued permits for mobile food concessions.	PH	Mitchel Humble
V. <u>ADJOURNMENT:</u>		

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

Twin Falls City Council-Public Hearing Procedures for Zoning Requests

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



Tuesday January 21, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of a request to pay fees in lieu of park land dedication for the Lengfeld Subdivision.

Time Estimate:

None – Consent Calendar

Background:

The Lengfeld Subdivision is a two lot subdivision on 3.83 acres with only one additional household unit. The subdivision is located north of Falls Avenue East, at the southwest corner of Madrona Street North and Candleridge Road.

Code Section 10-12-3-11 requires a dedication of one acre of land per 100 units developed within a subdivision for the development of a neighborhood park. Therefore, this subdivision will require a dedication of 0.01 acre of park land. However, City Code Section 10-12-3-11(F) states that:

“The City Council may, at their discretion, approve and accept cash contributions in lieu of park land with improvements, which contributions shall be used for park land acquisition and/or park improvements within the boundaries of the arterial streets in which the development is located.”

There is no a park within the boundaries of arterial streets which the development is located. Since the park land dedication requirement from this subdivision is only .01 acres, staff supports the developer’s request for a Parks in lieu of contribution.

Attached is a map showing the location of the proposed subdivision and the Parks in Lieu Contribution application. Using the 2013 Twin Falls County Assessor’s value of land, the price per acre is calculated at \$13,788.10, and using the in lieu of formula, the in lieu of payment is \$454.88

Ordinance # 3034 allows developments meeting all five (5) criteria shall qualify for a 50% reduction on their cash contribution in lieu of dedication of park land. The five criteria are:

1. The number of household units must be 8 or less per acre, as identified on the preliminary plat.
2. Development shall be located within city limits.
3. Development shall not border an arterial street.
4. Development shall not border the city limits.
5. Development must not have been converted from agricultural land.

The Lengfeld Subdivision does qualify for the in-fill reduction, so the in lieu payment is reduced to \$227.44.

Approval Process:

City Code 10-12-3-11 provides for the Council to approve a request to pay fees in lieu of park land dedication. A public hearing is not required. The Code does not require a recommendation from the Parks & Recreation Commission. However, staff has made it a policy to bring these in-lieu requests to the Commission for a recommendation. At their January 14th meeting, the Commission unanimously recommended approval of the request.

Budget Impact:

The developer has submitted the 2013 Twin Falls County Assessor's value for this property; the land is valued at \$13,788.10 per acre. The value of the land is added to the cost of developing an acre of park land (\$31,700), then multiplied by 0.01 to arrive at an in lieu payment amount of \$454.88, the subdivision qualifies for the in-fill reduction, so the final in lieu payment is \$227.44.

Regulatory Impact:

Approval of this request will allow the applicant to proceed with the development of this property without park land dedication.

Conclusion:

The Parks & Recreation Commission recommends that the City Council accept the developer's request to pay fees in lieu of park land dedication as part of the park ordinance. Staff concurs with the recommendation.

Attachments:

1. Area Map
2. Parks In Lieu Contribution Application
3. Preliminary Plat
4. City Parks & Recreation Facilities Map

PARKS IN LIEU CONTRIBUTION APPLICATION

Subdivision Name: LENGFELD SUBDIVISION
Number of Dwelling Units/acres: 2 / 3.83
Developer: MITCH MOFFITT
Address/phone#: 1710 BROOKFIELD CT., T.F. 12 83301 208.944.4358

Appraiser: County Tax Record
Address/phone #: _____

The following items shall be included with the parks in lieu contribution submittal prior to acceptance by the City Administrator. It is the responsibility of the developer to see that all required information is submitted to the city at the time of the application. Please read the application and decide which process you are going to use. The City of Twin Falls allows three different requests. Please mark an X by the method used.

- Have you talked to the parks department about the requirements?
- Enclosed is a copy of the appraiser's value for the land.
- Enclosed copy of a bid/material costs to construct walking path/bike trail.
- I am requesting an in lieu of contribution in concept only. Will present final values at the time of the final plat application for approval.
- I am requesting an in lieu of contribution without walking/bicycle trails, using the following formula:
 - a. Determine the per acre appraised value of the land in the development. (L)
(See 10-12-3-11(F)). Appraisal value: (L) *13,788.10
 - b. The current park development cost is \$31,700 per acre. (P)
 - c. Total the number of household units in the development. (H) 1

Note: Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

- d. Use the contribution (C) formula: $C=(L+P)(H)(.01)$
 $C=(13,788.10+31,700)(1)(.01) = *454.88$
Qualifies for in fill reduction of 50%
Contribution Amount to be approved: *227.44

- I am requesting an in Lieu of contribution with walking/bicycle trails, using the following formula;
 - a. Determine the per acre appraised value of the land in the development. (L)
(See 10-12-3-11(F).)
 - b. The current park development cost is \$31,700 per acre. (P)
 - c. Total the number of household units in the development. (H) _____

Note: Lots large enough for multi-family units will require a certification and supporting covenants addressing the developer's intent relative to the requirement for single family dwellings.

- d. Use the following formula:
 Land contribution portion:
- i. Appraisal value: (L) _____
 - ii. Development costs for the walking/bicycle trail.
 1. Cost of land underneath the trail per square foot:
(A) _____
 2. Cost to develop the trail per square foot:
(B) _____
 3. Trail cost = (A + B) (total trail square footage):
Trail cost _____
 4. Land portion = (L)(H)(0.01) – (Trail cost):
Land portion _____

Note: Land portion cannot be less than 50% of (L)(H)(0.01).

Park improvement portion = (31,700) (H) (.01): _____

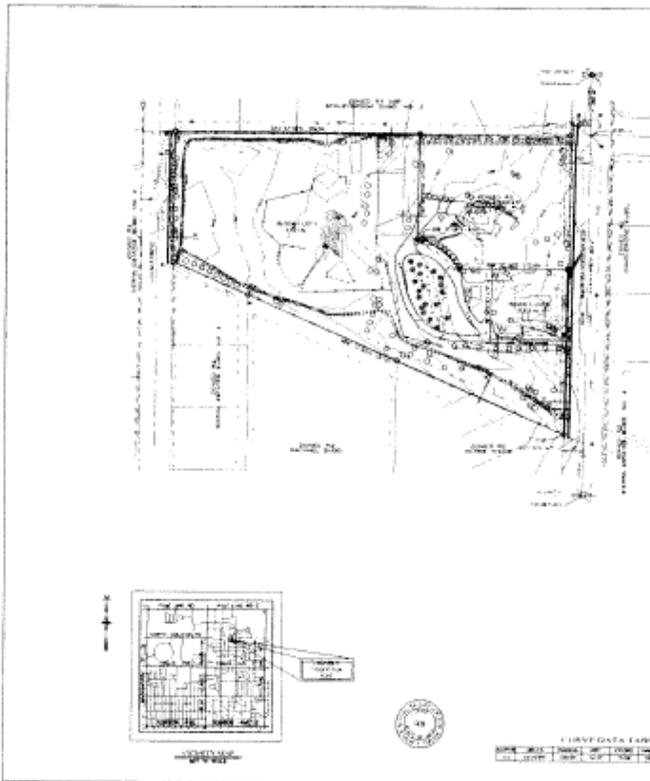
Land portion + park improvement portion = _____

Contribution amount to be approved: _____

In lieu of contribution must be made prior to final plat recordation.

Date Submitted: _____
 Application accepted by City Administrator _____

City Council Agenda: Date _____
 Engineering approval _____



OWNER'S NAME: [Name]

DATE: [Date]

PROJECT: [Project Name]

LOCATION: [Location]

SCALE: [Scale]

REVISIONS:

- 1. [Revision 1]
- 2. [Revision 2]

NOTES:

- All dimensions are in feet unless otherwise noted.
- Refer to all applicable codes and regulations.
- Consult with all relevant agencies for approval.

SYMBOL	DESCRIPTION
[Symbol]	Property Boundary
[Symbol]	Easement
[Symbol]	Proposed Improvement
[Symbol]	Existing Structure
[Symbol]	Utility Line
[Symbol]	Survey Point
[Symbol]	Corner Marking
[Symbol]	Setback Line
[Symbol]	Right-of-Way Line
[Symbol]	Water Feature
[Symbol]	Topographic Contour
[Symbol]	Tree
[Symbol]	Other



OWNER'S NAME: [Name]

DATE: [Date]

PROJECT: [Project Name]

LOCATION: [Location]

LENOWEL SUBDIVISION

PLAT NO. 100

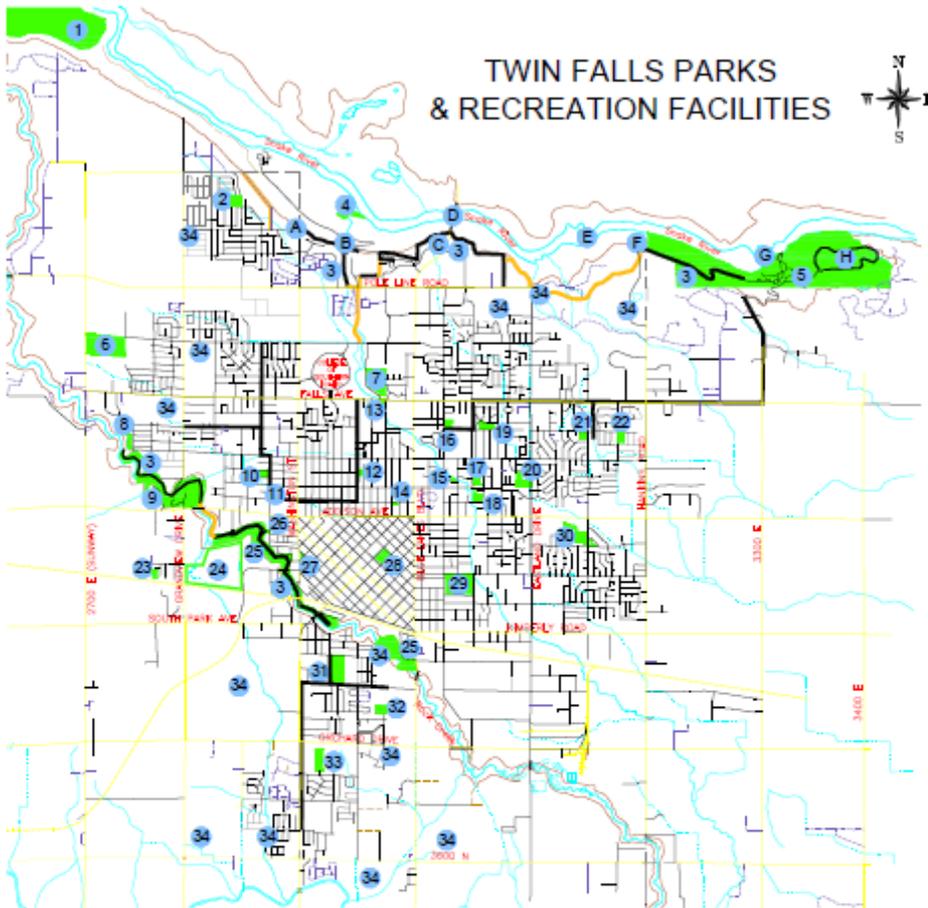
SECTION 10

TOWNSHIP 10 N

RANGE 10 E

COUNTY 10

STATE 10



1. Auger Falls
2. Northern Ridge Park
3. Canyon Trails
4. Centennial Park (County owned)
5. Shoshone Falls & Derkes Lake
6. Sunway Soccer Complex
7. Frontier Field
8. Rock Creek Trail Estates Park
9. Rock Creek Park (County owned)
10. Harry Berry Park
11. Baxter's Park - Dog Park
12. Harrison Park
13. Courtney Conservation Park
14. Pierce St. Tennis Court
15. Willow Lane Park
16. Swimming Pool & Sawtooth Softball Fields
17. Sunrise Park
18. Teton Park
19. Cascade Park
20. Ascension Park
21. Jason's Woodland Hills Park
22. Morning Sun Park
23. Fairway Estates Park
24. Twin Falls Golf Club
25. Rock Creek Canyon Parkway (City owned)
26. Blake St. Trailhead
27. Drury Park
28. City Park
29. Harmon Park
30. Clyde Thomsen Park
31. Oregon Trail Youth Complex
32. Blue Lakes Rotary Park
33. Vista Bonita Park
34. Future Parks

BIKE PATH/TRAIL SYSTEM

PROPOSED BIKE PATH TRAIL SYSTEM



Date: Tuesday, January 21, 2014
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Present an update on the Waste Water Treatment Plant upgrades.

Time Estimate:

The staff presentation will take approximately 10 minutes.

Background:

Council has indicated that they would like updates on the Waste Water Treatment Plant Upgrades. Staff will discuss the current progress, a brief description of the individual projects and their associated delivery methods, schedules, and estimated costs.

Conclusion:

No recommendations

Attachments: None.



Date: Tuesday, January 21, 2014

To: Honorable Mayor and City Council

From: Lorie Race, CFO

Request:

Consideration of a request to adopt an ordinance authorizing the signing of the loan agreement with the Idaho Bond Bank; and a presentation on the bonding process for the \$38 million of improvements at the wastewater treatment plant.

Time Estimate:

I estimate both the presentation and follow-up questions taking approximately 5-7 minutes.

Background:

This is simply an update of where the City stands in the bonding process and adoption of the proposed Ordinance is part of the process. Stephanie Bonney, bond counsel for the City, typically makes this presentation, but is unable to be here in person. She will be available by phone.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

Staff recommends the adoption of the proposed ordinance, authorizing the signing of the loan agreement with the Idaho Bond Bank.

Attachments:

Bond Ordinance

Exhibit A (Bond Summary)

Exhibit B (Form of the Bond)

Exhibit C (Loan Agreement)

Exhibit D (Insurance Provision)

Bond Summary

ORDINANCE NO. 3060

AN ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A PARITY LIEN SEWER REVENUE BOND, SERIES 2013, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000, TO PROVIDE FUNDS FOR THE ACQUISITION AND CONSTRUCTION OF CERTAIN WASTEWATER FACILITIES; ESTABLISHING FUNDS; PROVIDING FOR THE FORM, EXECUTION, REGISTRATION, MATURITY, AND PAYMENT OF THE BONDS; PROVIDING COVENANTS RELATING TO THE BONDS AND THE TAX-EXEMPT STATUS OF THE INTEREST ON THE BONDS; APPROVING A FORM OF LOAN AGREEMENT BETWEEN THE CITY AND THE IDAHO BOND BANK AUTHORITY; PROVIDING FOR RELATED MATTERS; APPROVING A SUMMARY OF THIS ORDINANCE FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Twin Falls, Twin Falls County, Idaho (the “City”), is a municipal corporation duly organized and operating under and pursuant to the laws of the State of Idaho; and

WHEREAS, the City presently owns and operates, and has for many years owned and operated, a wastewater collection and treatment facility system (the “System”) for the benefit of the residents of the City; and

WHEREAS, on May 21, 2013, the City, pursuant to Ordinance No. 3048, adopted on March 11, 2011, held and conducted a special revenue bond election on the question of whether or not the City should be authorized to issue its revenue bonds in a principal amount not to exceed \$38,000,000 to pay a portion of the cost of construction and installation of improvements to the wastewater treatment facilities of the City; and

WHEREAS, the requisite majority of the qualified electors of the City, at the special bond election of May 21, 2013, authorized the incurring of indebtedness and the issuance of revenue bonds in an amount not to exceed \$38,000,000; and

WHEREAS, the Idaho Bond Bank Authority (the “Authority”) is an independent body corporate and politic created and operating pursuant to Title 67, Chapter 87, Idaho Code, as amended (the “Act”), and the Authority is authorized by the Act to issue bonds for the purpose of purchasing municipal bonds, including bonds evidencing loans undertaken by municipalities for purposes authorized by law; and

WHEREAS, Section 67-8722, Idaho Code, authorizes the sale by the City of its bonds to the Authority at private sale and further authorizes the City to enter into a loan agreement for such purpose, and the Mayor and Council have determined to issue its revenue bonds authorized by the special bond election of May 21, 2013, in the form of a single, amortized parity lien sewer revenue bond in the aggregate principal amount not to exceed \$38,000,000 to the Authority, on parity of lien with the Series 2012A Bond and

the Series 2012B Bond, and to enter into a loan agreement with the Authority for such purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, Twin County, Idaho, as follows:

Section 1: DEFINITIONS

As used in this Ordinance, the following words shall have the following meanings:

Act means, collectively, Title 50, Chapter 10, Title 57, Chapters 2, 5, and 9, and Title 67, Chapter 87, Idaho Code.

Additional Bonds means any bonds issued pursuant to Section 9 of this Ordinance.

Annual Debt Service means the amount required in a given Fiscal Year of the City for the payment of the principal of and interest on the Bonds.

Average Annual Debt Service means the average annual amount required over the term of the Bonds from the time of calculation for the payment of the principal of and interest on the Bonds.

Authority means the Idaho Bond Bank Authority, an independent body corporate and politic created and operating pursuant to Title 67, Chapter 87, Idaho Code.

Bonds mean the Authority's Revenue Bonds, Series 2013.

Bond Counsel means Moore Smith Buxton & Turcke, Chartered, Boise, Idaho, or another attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States.

Bond Fund means the Bond Fund established by Section 8 of this Ordinance.

Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bonds.

Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 6 of this Ordinance, and any successor Bond Registrar.

City means Twin Falls, Twin Falls County, Idaho.

City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or his/her successor in functions, if any.

Code means the Internal Revenue Code of 1986, as amended.

Cost of Issuance Fund means the fund created by Section 8(A) of this Bond Ordinance for the payment of the costs of issuance of the Bonds.

Cost of Project means all or any part designated by the Council of the cost of acquisition, construction, and installation of the wastewater treatment facility Project.

Council means the City Council of the City.

Estimated Net Revenues means, for any current or prior Fiscal Year of the City, the estimated Revenues of the System for such year less the estimated Operation and Maintenance Expenses for such year, based upon estimates prepared by the City Engineer or an independent engineer, or an independent certified public accountant. In computing Estimated Net Revenues, Revenues of the System may be adjusted as necessary to reflect any changed schedule of rates and charges.

Fiscal Year means the annual fiscal year of the City, currently commencing on October 1 of each year and ending on September 30 of the following year.

Interest Payment Date(s) means the payment date(s) on the Bonds set forth in the Loan Agreement.

Loan Agreement means the loan agreement between the Authority and the City, substantially in the form which is annexed hereto as Exhibit "C," and referred to and authorized in Section 13 of the Ordinance.

Maximum Annual Debt Service means an amount equal to the greatest Annual Debt Service on the Bonds for the then-current or any future Fiscal Year of the City.

Mayor means the Mayor of the City, or his/her successor in functions, if any.

Net Revenues means Revenue of the System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses or any phrase of similar import means all reasonable and necessary current expenses of the City, (except depreciation), paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting, and otherwise administering the Net Revenues for the payment of the Bonds; and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal, and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;
- (2) Fidelity bonds and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance;
- (4) Any taxes, assessments, excise taxes, or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with their operation;
- (5) The reasonable charges of the bond registrar, fiscal or paying agent, commercial bank, trust bank, or other depository bank pertaining to the Bonds issued by the City or pertaining to the Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, and the cost of materials, supplies, repairs, and labor, pertaining to the issuance of the Bonds and to the ordinary operation of the System; and
- (7) All other administrative, general, and commercial expenses.

Ordinance means this Ordinance No. 3060, adopted on January 21, 2013.

Project means the improvements to the City's wastewater treatment facilities consisting generally of a UV disinfection system, influent screening, aeration diffusers, belt presses; and related improvements and costs.

Project Fund means the fund by that name established by Section 8 of this Ordinance.

Record Date means in the case of each interest payment date, the Bond Registrar's close of business on the fifteenth day next preceding such interest payment date falls.

Registered Owner means the purchaser of the Bond and any subsequent transferee or purchaser of the Bond.

Regulations means the Treasury Regulations issued or proposed under Section 103, Section 148, Section 149, or Section 150 of the Code (26 CFR Part 2) or other sections of the Code relating to "arbitrage bonds" or rebate, including without

limitation Sections 1.148-0 through 1.148-11 and 1.150-1 of the Treasury Regulations, to the extent applicable, and includes amendments thereto or successor provisions.

Revenue Fund means the “City of Twin Falls Sewer Revenue Fund” referred to in Sections 8(A) and 8(D) of this Ordinance.

Revenue of the System shall have the same meaning as the definition of “System Revenues” contained in the Loan Agreement.

Series 2012A Bond, designated “City of Twin Falls Parity Lien Sewer Revenue Refunding Bond, Series 2012A” (the “Series 2012A Bond”), in an aggregate principal amount not to exceed \$4,750,000.

Series 2012B Bond, designated “City of Twin Falls Parity Lien Sewer Revenue Bond, Series 2012B” (the “Series 2012B Bond”), in an aggregate principal amount not to exceed \$8,000,000.

System means respectively, the domestic water or sanitary sewer system of the City, as the same now exists, including its assets, real and personal, tangible and intangible, and as it may later be added to, extended, and improved, and shall include buildings, structures, utilities, or other income producing water or sewer facilities from the operation of or in connection with which the revenues of the payment of the Bond to be issued hereunder will be derived, and the lands pertaining thereto.

Treasurer or City Treasurer means the Treasurer of the City, or his/her successor in functions, if any.

Treasury Regulations means the Treasury Regulations issued or proposed under Section 103, Section 148, Section 149, or Section 150 of the Code (26 CFR Part 2) or other sections of the Code relating to “arbitrage bonds” or rebate, including without limitation Sections 1.148-0 through 1.148-11 and 1.150-1 of the Treasury Regulations, to the extent applicable, and includes amendments thereto or successor provisions.

Trustee means the Bank of New York Mellon Trust Company, N.A. or such other trustee designated by the Authority pursuant to the Master Trust Agreement and latest Supplemental Trust Agreement between the Authority and the Bank of New York Mellon Trust Company, N.A., as such agreements may be amended from time to time (collectively the “Trust Agreement”).

Written Certificate means an instrument in writing on behalf of the City executed by an authorized officer of the City.

Section 2: FINDINGS

The Mayor and Council hereby find, determine, and declare:

A. Completion of the Project is necessary for the public health, safety, and welfare, and it is the intent of the Mayor and Council to issue the Bond for the purpose of providing funds in an amount sufficient, together with other lawfully-available funds of the City, to finance the Cost of Project.

Section 3: THE BONDS

A. The Bond, designated “City of Twin Falls Parity Lien Sewer Revenue Bond, Series 2013” (the “Series 2012B Bond”), in an aggregate principal amount not to exceed \$38,000,000, is hereby authorized to be issued, sold, and delivered pursuant to the Act. The Bond shall consist of a single, transferrable, amortized revenue bond, substantially in the form annexed hereto as Exhibit “B,” shall be issued in fully registered form, shall be dated as of its date of delivery, and shall bear interest on its unpaid principal balance at such rate or rates, shall be payable at such times and in such amounts, and shall mature, as shall be set forth in the Loan Agreement.

Section 4: EXECUTION

The Bonds shall be executed by the manual signature of the Mayor, countersigned by the manual signature of the Treasurer, and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon.

Section 5: PLACE AND MANNER OF PAYMENT

Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the Registered Owners thereof, at the address of such Registered Owners as shown on the registration records of the City, or at such other address as shall be designated in writing to the City by the Registered Owners.

Section 6: BOND REGISTRAR

The Treasurer is hereby appointed as bond registrar, transfer agent and paying agent, and is herein referred to as the “Bond Registrar.” The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds. The Bond Registrar is authorized, on behalf of the City, to carry out all of the Bond Registrar’s powers and duties under this Ordinance.

The Bonds may be transferred only upon the books for the registration and transfer of bonds (the “Bond Register”), upon the surrender thereof to the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the transfer of a Bond, there shall be issued in the name of the transferee or transferees a new fully registered bond or bonds of any authorized denomination or denominations and of the same maturity and interest rate, and of the same aggregate principal amount, as the surrendered Bond. The new bond or bonds shall bear the same date as the date of the surrendered bond, but shall bear interest from the

immediately preceding interest payment date to which interest has been paid or fully provided for.

This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

Section 7: PRE-PAYMENT; DEFEASANCE

The City may have the option to prepay the Bonds, in whole or in part, in accordance with the prepayment provisions of the Loan Agreement.

In the event that money and/or government obligations, maturing or having guaranteed redemption prices at the option of the owner at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with its terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on the Bond so provided for, and the Bond and interest accrued thereon shall then cease to be entitled to any lien, benefit, or security of this Ordinance, except the right to receive the funds so set aside and pledged, and the Bond and interest accrued thereon shall no longer be deemed to be outstanding hereunder.

Section 8: FUNDS AND ACCOUNTS

A. Establishment of Funds and Accounts. The following funds and accounts are created or confirmed with respect to the Bonds.

1. Bond Fund, to be held by the City.
2. Cost of Issuance Fund, to be held by the Trustee.
3. Project Fund, to be held by the City.
4. Revenue Fund, to be held by the City.

B. Delivery of Bond; Application of Proceeds. The Trustee is hereby instructed to receive payment therefor in accordance with the terms of this Bond Ordinance and deposit the proceeds of sale as follows:

1. A portion of the proceeds of sale of the Bonds, as shall be designated by Written Certificate of the City, shall be deposited in the Cost of Issuance Fund to be used as provided in the Loan Agreement.
2. Accrued interest on the Bond from its date to the date of delivery, if any, shall be deposited into the Bond Fund.

3. The remaining proceeds of the Bond shall be deposited into the Project Fund and applied to the Cost of Project.

C. Revenue Fund. There has heretofore been created special funds known as the “City of Twin Falls Sewer Revenue Fund” (the “Revenue Fund”), which shall be maintained by the Treasurer and into which the Revenue of the respective System shall be deposited forthwith upon its receipt.

The Revenue of the System shall be used for payment of the following obligations in the following order of priority:

1. First Charge and Lien: the costs of Operation and Maintenance Expenses;
2. Second Charge and Lien: the principal of and interest on the Bond, the principal of and interest on the Series 2012A and Series 2012B Bonds, the principal of and interest on any Additional Bonds, by payment into the Bond Fund; and
3. To administer surplus funds. Funds remaining in the Revenue Fund, after having been applied to the purposes provided in this Ordinance, shall constitute surplus funds and may be used for the purposes set forth in Section 8(G) of this Ordinance.

E. Project Fund. There is hereby created a special fund known as the “City of Twin Falls Wastewater Project Capital Improvement Fund (the “Project Fund”), into which shall be deposited all of the net proceeds (gross proceeds less amounts deposited into the Cost of Issuance Fund) of the Bond, to be used and applied for the payment of a portion of the Cost of the Project. Any interest earnings on moneys invested from the Project Fund shall remain in the Project Fund and be used for the purposes of the Project Fund. When the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Project Fund shall be deposited in to the Bond Fund.

F. Bond Fund. There is hereby created a special fund known as the “City of Twin Falls Sewer Revenue Bond Fund” (the “Bond Fund”), into which shall be deposited, from Net Revenues, the following described revenues:

1. Each semiannual installment of interest and each annual installment of principal payable on the Bonds shall be payable into the Bond Fund from the respective Revenue Fund not less than seventeen (17) days prior to each payment date, and paid from the Bond Fund to the Trustee for the Registered Owner not less than fifteen (15) days before each payment date. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Bond.

2. Interest earnings on deposits in the Bond Fund shall remain in the Bond Fund to be used for the purposes of the Bond Fund.

G. Reserve Fund.

1. Deposits. There is hereby created a special fund known as the “City of Twin Falls Sewer Revenue Bond Debt Service Reserve Fund” (the “Reserve Fund”), which shall be maintained by the Treasurer. It is the intention of the City to fund the Reserve Fund with a policy of municipal bond insurance pursuant to Section (8)(G)(4) of this Ordinance. If a policy of municipal bond insurance is not obtained, then, simultaneously with the issuance of the Bond, there shall be transferred from other lawfully available moneys of the City to the Reserve Fund an amount equal to the Reserve Requirement, which sum shall be maintained as a debt service reserve fund for the Bond until the Bond has been paid in full. Moneys in the Reserve Fund may be applied by the City to the payment of the final maturity of the principal of and interest on the Bond. So long as the amount on deposit in the Reserve Fund equals the Reserve Requirement, earnings on amounts in the Reserve Fund shall be deposited as received into the Bond Fund. In no event shall the amount accumulated in the Reserve Fund exceed the Reserve Requirement.
2. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the Bond, or if a deficiency exists in such Fund, the amount so withdrawn or the amount of such deficiency shall be restored within one year of the date of such withdrawal by monthly deposits from Net Revenues until there has been restored therein the gross amount provided heretofore in subdivision 1 of this Section. In the event that the City utilizes an insurance policy pursuant to Section 8(G)(4), the City shall reimburse the municipal bond insurance company pursuant to the terms of agreement with such company.
3. Refunding. In the event refunding bonds are ever issued, the amount set aside into the Reserve Fund to secure the payment of the Bond may be used to retire bonds or may be held in the Reserve Fund to secure payment of the refunding bonds issued, or may be held in the Reserve Fund to secure the payment of any other issue or series of bonds payable out of the Revenue Fund and issued on a parity with the Bond.

4. Reserve Equivalent. The City may, at any time, elect to fund the Reserve Fund with an insurance policy issued by a municipal bond insurance company having a long-term debt credit rating, at the time the insurance policy is issued, in one of the two highest rating categories of Moody's Investors Services, Inc., or Standard & Poor's Corporation, in which the insurance company agrees unconditionally to provide the City with funds in the amount of the Reserve Requirement. Such policy shall be issued pursuant to the Provisions substantially in the form annexed hereto as Exhibit D.

H. Surplus Funds. Funds remaining in the Revenue Fund after having been applied to or designated funds for the purposes provided in Section 8D of this Ordinance shall constitute surplus funds and may be used for any of the following purposes:

1. To pay the costs of unusual or extraordinary maintenance of or repair to the System;
2. To pay the principal of and interest on any subordinate lien obligations which may have been issued to provide water or sewer facilities in or for the City;
3. To improve, extend, enlarge, or replace any water or sewer facilities;
4. To acquire or construct additional water or sewer facilities in or for the City;
5. To prepay the principal, interest, and any costs of the Bond; and
6. For any other lawful purpose.

Section 9: ADDITIONAL BONDS OR OTHER OBLIGATIONS

Additional Bonds or other obligations payable from Net Revenues on a parity with (but not superior to) the Bonds may be issued by the City upon compliance by the City with provisions for additional parity debt set forth in the Loan Agreement.

Section 10: INVESTMENTS

Surplus funds in any of the Funds set forth in this Ordinance may be invested in securities as permitted by law.

Section 11: GENERAL COVENANTS

For the protection and security of the Bonds, it is covenanted and agreed to and with the Registered Owners of the Bonds from time to time, that the City will perform the following covenants:

A. Operate System. It will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

B. Good Repair. It will operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

C. Preserve Security. It will preserve and protect the security of the Bonds and the rights of the Registered Owners thereof.

D. Collect Revenues. It will collect and hold in trust the revenues and other funds pledged to the payment of the Bonds and apply such revenue or other funds only as provided in this Ordinance.

E. Service Bond. It will pay and cause to be paid punctually the principal of the Bonds and the interest thereon on the date or dates and at the place or places and in the manner provided in the Bonds, and in accordance with this Ordinance.

F. Pay Claims. It will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to the lien of the Bonds or which might impair the security of the Bonds, to the end that the priority and security of the Bonds shall be fully preserved and protected.

G. Encumbrances. It will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for the payment of the principal of and interest on the Bonds, nor which would otherwise impair or impede the rights of the Registered Owners of the Bonds with respect to such revenues of the operation of the System without provisions for the retirement of the Bonds then outstanding from the proceeds thereof.

H. Insurance. It will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owners of the Bonds from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bonds issued under this Ordinance.

I. Fidelity Bonds. It will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of revenues therefrom.

J. Engineers. It will employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary items of maintenance, repair, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owners of the Bonds issued hereunder, upon request.

K. Accounts. It will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

L. Delinquencies. It will not furnish water or sewer service to any customer whatsoever free of charge, and it shall not later than sixty (60) days after an account becomes delinquent, take such legal action as may be reasonable to enforce collection of any collectible delinquent account.

Section 12: SPECIAL COVENANTS

The City further covenants and agrees:

A. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Bonds, and any serial bonds to which they may be converted, shall be issued and remain in fully registered form in order that interest thereon be excluded from gross income of the owner or owners for federal income tax purposes. The City covenants and agrees that it will take no action to permit the Bonds, or any serial bonds to which they may be converted, to be issued in or converted to bearer or coupon form.

B. None of the proceeds of the Bonds will be used, directly or indirectly, (i) to make or finance loans to persons or (ii) in any trade or business carried on by any person (other than as a member of the general public). For purposes of the preceding sentence, the term "person" does not include a government unit other than the United States or any agency or instrumentality thereof, and the term "trade or business" means any activity carried on by a person other than a natural person. The City further covenants and agrees to take no action which would cause the Bonds to become "private activity bonds," nor will it omit to take any action necessary to prevent the Bonds from becoming "private activity bonds," within the meaning of Section 141 of the Code.

C. The Mayor, Clerk, and Treasurer, and other appropriate officials of the City, or any one or more of such officials, as may be appropriate, are each hereby authorized and directed to execute, on behalf of the City, such certificate or certificates as shall be necessary to establish that the Bonds are not "arbitrage bonds" within the

meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and to establish that interest on the Bonds are not and will not become includable in the gross income of the Registered Owners of the Bonds under the Code and applicable regulations. The City covenants and agrees that no use will be made of the proceeds of the Bonds, or any funds of the City which may, pursuant to Section 148 of the Code and applicable regulations, be deemed to be proceeds of the Bonds, which would cause the Bonds to become “arbitrage bonds” within the meaning of Section 148 of the Code. The City further covenants to comply throughout the term of the Bonds with the requirements of Section 148 of the Code and the regulations promulgated thereunder in order to prevent the Bonds from becoming “arbitrage bonds.”

D. The City will comply with the information reporting requirements of Section 149(e) of the Code.

E. None of the proceeds of the Bonds will be used to reimburse the City for capital expenditures made prior to the date of delivery of the Bonds unless the City, not later than 60 days after the payment of such expenditure, shall have adopted an official intent resolution as provided by Section 1.150-2 of the Treasury Regulations.

Section 13: LOAN AGREEMENT

The Loan Agreements, substantially in the form annexed hereto as Exhibit “C,” are hereby approved. The Mayor and City Clerk, or such officer’s designee, are each hereby authorized and directed, on behalf of the City, to execute and attest, respectively, and to deliver the Loan Agreement; provided, however, that the combined principal amount set forth in the Loan Agreements shall not exceed \$38,000,000. The sale of the Bonds to the Authority in accordance with the Loan Agreement is hereby approved. The City shall comply with all terms and provisions of the Loan Agreement, and, in the event that any provision of this Ordinance or the Bonds is inconsistent with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

Section 14: AMENDMENTS

A. The City from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

1. To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interest of the Registered Owners of the Bonds, or to surrender any right or power herein reserved.
2. To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provisions contained in this Ordinance, or any ordinance authorizing future

bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owners of the Bonds.

Any such supplemental ordinance may be adopted without the consent of the Registered Owners of the Bonds at any time outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. With the consent of the Registered Owners of not less than 75% in aggregate principal amount of the Bonds at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

1. Extend the fixed maturities of the Bonds, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, if applicable, without the consent of the Registered Owners of the Bonds so affected; or
2. Reduce the aforesaid percentage of the Registered Owners required to approve any such supplemental ordinance.

It shall not be necessary for the consent of the Registered Owners under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this Ordinance and the Registered Owners of the Bonds outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. Any Bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental

ordinance, may be prepared and delivered without cost to the Registered Owner of the Bond then outstanding, upon surrender for cancellation of the Bond.

Section 15: VALIDITY OF ISSUANCE

The Bonds are issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bonds and the regularity of their issuance.

Section 16: REGISTERED OWNERS' REMEDIES - RECEIVER

By action or suit in equity, the Registered Owners or subsequent owners of the Bonds may, in the event of a material violation of any of the foregoing covenants, cause the appointment of a receiver, which receiver may enter and take possession of the System and any Net Revenues for the payment of the Bonds, prescribe fees to be derived from the System, and collect, receive, and apply all Net Revenues of other moneys pledged for the payment of the Bonds in the same manner as the City might do in accordance with the obligations of the City. In addition, the Registered Owners shall have the remedies set forth in the Loan Agreement.

Section 17: ORDINANCE A CONTRACT

The provisions of this Ordinance shall constitute a contract between the City and the Registered Owners so long as the Bonds hereby authorized remain unpaid.

Section 18: SEVERABILITY

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Section 19: REPEALER

All other ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 20: AUTHORIZATION

The Mayor, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, the Bonds and all such additional documents as may be necessary to effect the sale and delivery of the Bonds.

Section 21: PUBLICATION

This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as Exhibit "A," shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

DATED this 21st day of January, 2013.

CITY OF TWIN FALLS
Twin Falls County, Idaho

By _____
Mayor

ATTEST:

City Clerk

(S E A L)

SUMMARY OF
ORDINANCE NO. 3060

AN ORDINANCE OF THE CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A PARITY LIEN SEWER REVENUE BOND, SERIES 2013, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000, TO PROVIDE FUNDS FOR THE ACQUISITION AND CONSTRUCTION OF CERTAIN WASTEWATER FACILITIES; ESTABLISHING FUNDS; PROVIDING FOR THE FORM, EXECUTION, REGISTRATION, MATURITY, AND PAYMENT OF THE BONDS; PROVIDING COVENANTS RELATING TO THE BONDS AND THE TAX-EXEMPT STATUS OF THE INTEREST ON THE BONDS; APPROVING A FORM OF LOAN AGREEMENT BETWEEN THE CITY AND THE IDAHO BOND BANK AUTHORITY; PROVIDING FOR RELATED MATTERS; APPROVING A SUMMARY OF THIS ORDINANCE FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

A summary of the principal provisions of Ordinance No. 3060 of the City of Twin Falls, Twin Falls County, Idaho, adopted on January 21, 2014, is as follows:

Section 1: Defines the terms and phrases used in the Ordinance.

Section 2: Makes findings with respect to the refunding of the City's Sewer Revenue Bond, Series 2013, and with respect to financing of the acquisition and construction of improvements to the City's wastewater treatment plant project.

Section 3: Describes the City of Twin Falls Parity Lien Sewer Bond, Series 2013, (the "Bond").

Section 4: Provides for the manner and method of execution of the Bond.

Section 5: Provides for the place and manner of payment of the Bond.

Section 6: Appoints the City Treasurer as Bond Registrar.

Section 7: Provides for the prepayment and defeasance of the Bond.

Section 8: Establishes funds and accounts.

Section 9: Provides for additional bonds.

Section 10: Provides for investment of surplus funds.

Section 11: Provides general covenants for the Bond.

EXHIBIT "A"

Section 12: Provides special covenants for the Bond .

Section 13: Approves a Loan Agreement with, and provides for the sale of the Bonds to, the Idaho Bond Bank Authority.

Section 14: Provides for amendments to the Ordinance.

Section 15: Provides for validity of issuance.

Section 16: Provides remedies for the Registered Owners of the Bond.

Section 17: States that the Ordinance constitutes a contract with the Registered Owners of the Bond.

Section 18: Provides for severability.

Section 19: Repeals prior inconsistent ordinances, to the extent of any inconsistency.

Section 20: Authorizes the Mayor, City Clerk, and City Treasurer to execute any additional documents necessary to sell and deliver the Bond.

Section 21: Provides for the publication of the Ordinance or a summary thereof and the effective date of the Ordinance.

The full text of Ordinance No. 3060 is available at City Hall and will be provided to any citizen upon personal request during normal office hours.

DATED this 21st day of January, 2014.

CITY OF TWIN FALLS
Twin Falls County, Idaho

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

CERTIFICATION OF ATTORNEY

I, the undersigned attorney, serving as Special Counsel for the City of Twin Falls, Twin Falls County, Idaho, hereby certify that I have read the attached summary of Ordinance No. 3060 of the City of Twin Falls and that the same is true and complete and provides adequate notice to the public of the contents of said Ordinance.

Dated as of the 21st day of January, 2014.

Attorney at Law

EXHIBIT "A"

Page 3

[Form of Bond]

UNITED STATES OF AMERICA

Registered
No. One

Registered
\$_____

STATE OF IDAHO

TWIN FALLS COUNTY

CITY OF TWIN FALLS

PARITY LIEN SEWER REVENUE REFUNDING BOND, SERIES 2013

THE CITY OF TWIN FALLS, Twin Falls County, Idaho (the "City"), for value received, promises to pay from the special fund hereinafter described and in the manner hereinafter set forth, and not otherwise, to THE IDAHO BOND BANK AUTHORITY (the "Authority"), as the registered owner hereof, the principal sum of

_____ AND 00/100 DOLLARS

(\$_____), together with interest on the unpaid balance at the rate of _____ percent (____%) per annum. Said principal and interest shall be payable in accordance with the following schedule:

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
---------------------	------------------	-----------------	----------------------

Both principal of and interest on this Bond are payable in lawful money of the United States of America to the registered owner hereof whose name and address shall appear on the registration books of the City maintained by the City Treasurer (the "Bond Registrar"). Each installment of interest, or principal and interest, shall be paid to the registered owner whose name appears on the Bond Register on the fifteenth day next preceding the payment date, at the address appearing on the Bond Register, and shall be paid by check or draft of the Bond Registrar mailed to such registered owner on the due date at the address appearing on the Bond Register, or at such other address as may be furnished in writing by such registered owner to the Bond Registrar.

The City has reserved the right, at its option, to prepay the principal amount outstanding, as provided in the Loan Agreement dated as of _____, between the City and the Authority (the "Loan Agreement").

Interest on this Bond shall cease to accrue as to the amount of principal being prepaid after the date fixed for prepayment if notice has been properly given and funds equal to the amount of prepayment have been deposited at the place of payment at that time.

This Bond is issued for the purpose of paying the costs of improvements to the City's wastewater system, pursuant to Idaho Code, Title 50, Chapter 10 and Title 57, Chapters 2 and 9, and also pursuant to Ordinance No. _____ of the City, adopted on _____ (the "Bond Ordinance"). This Bond further evidences the City's payment obligations under the Loan Agreement.

This Bond is issued pursuant to and in full compliance with the Constitution and statutes of the State of Idaho, particularly Chapter 10 of Title 50, and Chapters 2 and 9 of Title 57, Idaho Code, and proceedings duly adopted and authorized by the Mayor and Council of the City acting for and on behalf of the City, more particularly the Bond Ordinance, for the purpose of providing funds to refund and redeem certain outstanding bonds of the City.

This Bond creates a first lien and charge upon the Net Revenues of the System on parity of lien with the City of Twin Falls Parity Lien Sewer Revenue Bonds, Series 2012A and Series 2012B (the "Series 2012A and 2012B Bonds") of the City (as said terms are defined in the Bond Ordinance), and any additional bonds or other obligations which may hereafter be issued on a parity with the Bond in accordance with the provisions of the Bond Ordinance, and superior to all other charges of any kind or nature. This Bond is a limited obligation of the City and is payable as to principal and interest solely from a special fund created by the Bond Ordinance and designated "City of Twin Falls Sewer Revenue Bond Fund" (the "Bond Fund"). For a more particular description of said Bond Fund, the revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the Bond Ordinance pursuant to which this Bond is issued, and such Bond Fund will be maintained.

This Bond is transferable by the registered owner hereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the office of the Bond Registrar. Upon such transfer, a new Bond, of the same denomination, maturity, and interest rate, will be issued to the transferee, in exchange therefor.

Reference is hereby made to the Bond Ordinance for the covenants and declarations of the City and other terms and conditions under which this Bond of this issue have been issued. The covenants contained herein and in the Bond Ordinance may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payments of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed, and that the issuance of this Bond does not violate any Constitutional, statutory,

or other limitation upon the amount of bonded indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Twin Falls, Twin Falls County, Idaho, has caused this Bond to be executed by the manual signature of the Mayor, countersigned by the manual signature of its Treasurer, and attested by the manual signature of its Clerk, and the seal of the City to be impressed hereon, as of this _____ day of _____, 2013.

CITY OF TWIN FALLS
Twin Falls County, Idaho

Mayor

City Treasurer

ATTEST:

City Clerk

(S E A L)

LOAN AGREEMENT

Between

IDAHO BOND BANK AUTHORITY

And

CITY OF TWIN FALLS, IDAHO

Dated as of February 1, 2014

Relating to

Idaho Bond Bank Authority
Revenue Bonds
Series 2014A

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LOAN AGREEMENT New Money

THIS LOAN AGREEMENT, dated as of February 1, 2014, by and between the CITY OF TWIN FALLS, IDAHO, a municipal corporation duly organized, existing and operating under the laws and Constitution of the State of Idaho and thereby a "Municipality" under the "Act" as defined below (the "Municipality"), and IDAHO BOND BANK AUTHORITY, an independent public body corporate and politic (the "Authority"),

W I T N E S S E T H :

WHEREAS, pursuant to the Idaho Code, Title 50, Chapter 10, on May 21, 2013, the Municipality conducted an election to authorize the issuance of its Sewer Revenue Bond, Series 2014 (the "Municipal Bond"), in an amount up to \$38,000,000, with approximately 69% of the electors voting in favor of issuing the Municipal Bond for the purpose of funding improvements to its sewer system as more fully described in Exhibit A hereto, the "Project");

WHEREAS, the Idaho Bond Bank Authority (the "Authority") is an independent public body corporate and politic duly created and operating pursuant to Idaho Code, Title 67, Chapter 87 as amended or supplemented from time to time (the "Act");

WHEREAS, the Act authorizes and empowers the Authority to issue bonds for the purpose of purchasing municipal bonds, including loans undertaken by municipalities for any purpose authorized by law;

WHEREAS, the Authority intends to issue Idaho Bond Bank Authority Revenue Bonds, Series 2014A (the "Bonds");

WHEREAS, pursuant to Ordinance No. 02013-__ adopted on January __, 2014 (the "Bond Ordinance"), the Municipality authorized the Municipal Bond and approved this Loan Agreement by and between the Municipality and the Authority (the "Loan Agreement"), in which the proceeds of the Loan shall finance the construction of the Project; and

NOW, THEREFORE, in consideration of the premises and the respective representations and covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

Section 1.1 Definition of Terms. Unless the context otherwise requires, the capitalized terms used in this Loan Agreement not otherwise defined herein shall have the meanings specified in Section 1.01 of the Master Trust Agreement, dated as of December 1, 2004 between the Authority and U.S. Bank National Association, as trustee (which has now been succeeded by The Bank of New York Mellon Trust Company, N.A., as amended relating to the Bonds (the "Master Trust Agreement"), and all supplemental trust agreements including the Twenty-Second

Supplemental Trust Agreement dated as of February 1, 2014 (the “Twenty-Second Supplemental Trust Agreement”) by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as previously supplemented and amended or as it may from time to time be supplemented or amended as provided therein with the Master Trust Agreement and all Supplemental Trust Agreements including the Twenty-Second Supplemental Trust Agreement referred to herein collectively as the “Trust Agreement.”

“Annual Debt Service” means, for any Fiscal Year, the sum of (1) the interest accruing on all Parity Debt during such Fiscal Year calculated on the basis of a 360-day year consisting of twelve 30-day months, assuming that all Parity Debt is retired as scheduled, plus (2) the principal amount (including principal due as sinking fund installment payments) allocable to all Parity Debt in such Fiscal Year.

“Annual Expense Charges” means the annual charges for Trustee fees, continuing disclosure dissemination agent fees, audit fees, rebate calculation expenses or other expenses related to the Bonds or Loan and paid by the Authority which shall be reimbursed to the Authority by the Municipality as provided in Section 3.2(a) hereof upon receipt of invoice from the Authority or Trustee as well as any late fees or charges related to continuing disclosure or audit submission.

“Authority Fee” means the one-time fee payable by the Municipality to the Authority upon issuance and delivery of the Bonds in the amount set forth in Schedule 1 equal to 1/10 of one percent (.10%) of the total debt service to be paid on the Loan. The amount of any application fee previously paid by the Municipality to the Authority may be credited against the Authority Fee.

“Authorized Municipality Representative” means the Mayor or Municipality Clerk, or any such officer’s designee, or any other officer of the Municipality duly authorized by the Municipality.

“Bond Ordinance” means the Bond Ordinance as defined in the last WHEREAS Clause above.

“Certificate of the Municipality” means an instrument in writing signed by an Authorized Municipality Representative, such authorization to be evidenced by a certificate verifying the specimen signatures of such officers at the request of the Trustee.

“Consulting Engineer” means any qualified registered or licensed professional engineer practicing under the laws of the State of Idaho selected by the Municipality.

“Fiscal Year” means the fiscal year of the Municipality, beginning October 1 and ending September 30 each year.

“Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures,

and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor.

“Income Fund” means the fund by that name described in Section 4.2 hereof.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Municipality, which is independent of the Municipality and the Authority pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Issue Date” means the date of issuance of the Municipal Bond.

“Loan” means the loan of proceeds of the Bonds as described in Section 3.1 hereof.

“Maximum Annual Debt Service” means, as of any date of calculation, the largest Annual Debt Service during the period from the date of such calculation through the final maturity date of all Parity Debt.

“Municipal Bond” or “Municipal Bonds” means the revenue bond or other evidence of indebtedness issued and delivered by the Municipality to evidence the Loan as provided in Section 3.1 hereof.

“Municipality” means the City of Twin Falls, Idaho, a municipal corporation of the State of Idaho and thereby a “Municipality” under the Act.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Operation and Maintenance Costs” means all reasonable and necessary current expenses of the Municipality, paid or accruing, for operating, maintaining and repairing the System, including legal and overhead expenses of the municipality directly related to the administration of the System, insurance premiums, audits, charges of depository banks and paying agents, professional services, salaries, administrative expenses, labor, and the cost of materials and supplies for current operation, but not including depreciation, legal liabilities not based on contract, the cost of improvements to the System, charges for accumulation of reserves, or payment of Parity Debt or Subordinate Obligations.

“Parity Debt” means the Repayment Installments, any Prior Obligations, and any Parity Obligations.

“Parity Obligation Payments” means the payments scheduled to be paid by the Municipality under and pursuant to the Parity Obligations, which payments are secured by a pledge of System Net Revenues on parity with the Repayment Installments as provided herein.

“Parity Obligations” means all obligations of the Municipality authorized and executed by the Municipality other than the Repayment Installments including prior obligations, with Parity Obligation Payments which are secured by a pledge of the System Net Revenues on parity with the Repayment Installments as provided herein.

“Prior Obligations” means the obligations, if any, specified in Schedule 1 attached hereto.

“Project” means the funding of construction or improvements to the sewer facilities as described in the first WHEREAS clause above and as further described in Exhibit A hereto.

“Rate Stabilization Account” means the Rate Stabilization Account established pursuant to Section 4.5 hereof.

“Repayment Amount” means the amount specified in Schedule 1 attached hereto.

“Repayment Installment” means any amount that the Municipality is required to pay directly to the Trustee pursuant to Section 3.2(a) of this Loan Agreement, as a repayment of the loan made to the Municipality under the Loan Agreement, which amount is determined in accordance with Section 4.2(a) thereof.

“Repayment Installment Date” means the dates corresponding to the Repayment Installments, as set forth in Exhibit B, however, payments must be transmitted to the Trustee at least fifteen (15) days prior to the Repayment Installment Dates on Exhibit B.

“Reserve Fund” means the reserve fund for the Loan in the amount of the Reserve Requirement and to be funded from funds of the Municipality if required as provided in Section 4.4 hereof. The Reserve Fund shall not secure the Parity Obligations.

“Reserve Fund Insurance Policy” means the reserve fund insurance policy provided by Assured Guarantee Municipal Corp., insuring payment of the Municipal Bond.

“Reserve Requirement” shall mean the monies to be held by the Municipality in the Reserve Fund to secure payment of debt service on the Loan and the Municipal Bond which shall be in an amount equal to the amounts required under Section 4.4 hereof, provided that said amount shall not exceed the lesser of (i) 10% of the proceeds of the Loan, (ii) maximum annual principal and interest on the Loan, or (iii) 125% of average annual principal and interest on the Loan.

“Revenue Fund” means the fund so designated established pursuant to the Trust Agreement and held by the Trustee.

“Sewer Revenue Fund” means the Municipality’s Sewer Revenue Fund, established by the Bond Ordinance.

“Subordinate Obligations” means the obligations of the Municipality that are subordinate in payment to the Repayment Installments.

“System” means all of the Municipality’s sewer system, and its sewer facilities and properties now owned or hereafter acquired, whether situated within or without Municipality boundaries.

“System Net Revenues” means the remaining System Revenues after deducting Operation and Maintenance Costs.

“System Revenues” means all gross income and revenue received or receivable by the Municipality from the ownership or operation of the System, determined in accordance with Generally Accepted Accounting Principles, excluding grants, hookup fees and other non recurring revenue, but including without limitation, transfers from the Rate Stabilization Account and including all fees (excluding connection fees), rates, charges and all amounts paid under any contracts received by or owed to the Municipality in connection with the operation of the System and all proceeds of insurance relating to the System and investment income allocable to the System and all other income and revenue howsoever derived by the Municipality from the ownership, or operation of the System or arising from the System.

Section 1.2 Number and Gender. The singular form of any word used herein, including the terms defined in Section 1.01 of the Trust Agreement, shall include the plural, and vice versa. The use herein of a word of any gender shall include all genders.

Section 1.3 Articles, Sections, Etc. Unless otherwise specified, references to Articles, Sections and other subdivisions of this Loan Agreement are to the designated Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The words “hereof,” “herein,” “hereunder” and words of similar import refer to this Loan Agreement as a whole. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

ARTICLE II – REPRESENTATIONS

Section 2.1 Representations of the Municipality. The Municipality makes the following representations as the basis for its undertakings herein contained:

- (a) The Municipality is a municipal corporation in the State of Idaho. Under the provisions the Act, the Municipality has the power to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. By proper action, the Municipality has authorized the Municipal Bond evidencing its obligations under this Loan Agreement in accordance with Title 50, Chapter 10 and

Section 67-8722 of the Idaho Code, as amended. By proper action, the Municipality has been duly authorized to execute, deliver and duly perform this Loan Agreement.

(b) The Municipality is not in default under any of the provisions of the laws of the State of Idaho which default would affect its existence or its powers referred to in subsection (a) of this Section 2.1.

(c) The Municipality has found and determined and hereby finds and determines that all requirements of the Act with respect to the execution of this Loan Agreement have been complied with and that financing the Project by entering into this Loan Agreement will be in furtherance of the purposes of the Act.

(d) The Project consists and will consist of those facilities described in Exhibit A hereto and the Municipality shall make no changes to any portion of the Project or to the operation thereof which would impair the exemption from gross income of the interest on the Bonds or the Municipal Bond for federal income tax purposes. In particular, the Municipality shall comply with all requirements of the Tax Certificate, dated the Issue Date (the "Tax Certificate"), which is hereby incorporated by reference herein.

Section 2.2 Representations of the Authority. The Authority makes the following representations as the basis for its undertakings herein contained:

(a) The Authority is an independent public body corporate and politic duly formed under the laws of the State of Idaho and has the power to enter into and has duly authorized the execution and delivery of the Trust Agreement, this Loan Agreement and all other documents contemplated hereby to be executed by the Authority.

(b) The execution and delivery of the Bonds, this Loan Agreement, and the Trust Agreement and the consummation of the transactions contemplated hereby and thereby do not conflict with or constitute a breach of or default under the Act or, to the best knowledge of the Authority, under the terms and conditions of any agreement or commitment to which the Authority is a party or by which the Issuer is bound.

(c) The Authority will issue, execute and deliver the Bonds upon the terms and conditions set forth in the Trust Agreement and will use a portion of proceeds of the issuance of the Bonds for the Loan to finance the Project in accordance with this Loan Agreement.

ARTICLE III - LOAN TO MUNICIPALITY; REPAYMENT PROVISIONS

Section 3.1 Loan to Municipality; The Authority covenants and agrees, upon the terms and conditions in this Loan Agreement, to make a Loan of the amount specified in Schedule 1 attached hereto to the Municipality for the purpose of financing the Project. The Loan is based on the purchase price of the Municipal Bond at the par amount thereof plus a premium or less a discount as described in Schedule 1 hereto. Said Loan shall be disbursed as described in

Schedule 1 hereto. Pursuant to said covenant and agreement, the Authority will issue the Bonds upon the same terms and conditions contained in this Loan Agreement and the Trust Agreement and will cause the Bond proceeds to be applied as provided in Article III thereof. The Municipality shall issue and sell its Municipal Bond to the Authority as evidence of its Loan obligation hereunder and the payments due on the Municipal Bond shall equal the Repayment Installments hereunder.

Section 3.2 Repayment and Payment of Other Amounts Payable.

(a) The Municipality covenants and agrees to pay to the Trustee the Repayment Installments together with the Annual Expense Charges and all other amounts then due hereunder on the Loan to the Municipality pursuant to Section 3.1 hereof, at least fifteen (15) days prior to the Repayment Installment Dates as set forth in Exhibit B hereto. The Trustee shall transmit the Annual Expense Charges to the Authority.

Any amount held by the Trustee in the Revenue Fund on the Municipality's behalf on any Repayment Installment Date hereunder shall be credited against the Repayment Installment due on such date to the extent available for such purpose; and provided further that, subject to the provisions of this paragraph, if at any time the amounts held by the Trustee in the Revenue Fund on the Municipality's behalf are sufficient to pay all of the Repayment Installments, the Municipality shall be relieved of any obligation to make any further payments under the provisions of this Section. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Revenue Fund on the Municipality's behalf is insufficient to make any required Repayment Installment on any Repayment Installment Date, the Municipality shall forthwith pay such deficiency as a Repayment Installment hereunder.

(b) Upon written request of the Trustee, the Municipality shall pay any Repayment Installment directly to the Trustee.

Section 3.3 Unconditional Obligation. The obligations of the Municipality to make the payments required by Section 3.2 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority, and during the term of this Loan Agreement, the Municipality shall pay absolutely net the payments to be made on account of the loan as prescribed in Section 3.2 and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off; provided, that the Municipality's obligation to make payments under this Loan Agreement shall be limited to the extent of System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Agreement and the Municipal Bond, but is not a general obligation of the Municipality provided that the State Intercept under Section 3.6 hereof shall apply. Until such time as the Repayment Installments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VIII of this Loan Agreement), the Municipality (i) will not suspend or discontinue any payments provided for in Section 3.2 hereof; (ii) will perform and observe all of its other covenants

contained in this Loan Agreement; and (iii) will not terminate this Loan Agreement for any cause, including, without limitation, the occurrence of any act or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Idaho or any political subdivision of either of these, or any failure of the Authority or the Trustee to perform and observe any covenant, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the Trust Agreement, except to the extent permitted by this Loan Agreement.

Section 3.4 Assignment of Authority's Rights. As security for the payment of the Bonds, the Authority will assign to the Trustee the Authority's rights, but not its obligations, under this Loan Agreement, including the right to receive payments hereunder (except (i) the rights of the Authority to receive notices under this Loan Agreement, (ii) the right of the Authority to receive certain payments, if any, with respect to fees, expenses and indemnification and certain other purposes under this Loan Agreement, and (iii) the right of the Authority to give approvals or consents pursuant to this Loan Agreement) and the Authority hereby directs the Municipality to make the payments required hereunder (except such payments for fees, expenses and indemnification) directly to the Trustee. The Municipality hereby assents to such assignment and agrees to pay the Repayment Installments directly to the Trustee (subject to the provisions of Section 3.2(b)) without defense or set-off by reason of any dispute between the Municipality and the Authority or the Trustee.

Section 3.5 Amounts Remaining in Funds. It is agreed by the parties hereto that after payment in full of (i) the Repayment Installments, or after provision for such payment shall have been made as provided in Article XIII, (ii) the fees and expenses of the Authority in accordance with this Loan Agreement, (iii) the fees, charges and expenses of the Trustee, the Registrar and Paying Agent in accordance with the Trust Agreement and this Loan Agreement and (iv) all other amounts required to be paid under this Loan Agreement and the Trust Agreement, any amounts remaining in any fund held by the Trustee under the Trust Agreement shall belong, subject to the requirements of Section 7.03 of the Trust Agreement, to the Authority and be paid to the Authority by the Trustee, provided that any earnings on payments by the Municipality to the Trustee under Section 3.2(a) prior to the Repayment Installment Dates shall be deducted from said remaining amounts and credited to the Municipality.

Section 3.6 Timeliness Of Payments; Consent to State Intercept; Repayment.

- (a) The Municipality understands that the State intercept and repayment procedures contained in and required by Section 67-8727, Idaho Code, as amended, and as set forth herein operate as a matter of law with respect to the Loan covered by this Loan Agreement without the need for consent thereto by the Municipality. The Municipality also understands that said intercept procedures will provide funds to pay the Authority Bonds (not the Loan obligations).
- (b) If the Municipality is unable to transfer all of its Repayment Installment to the Trustee at least 15 days before the Repayment Installment Date, the Municipality shall

immediately notify the Trustee, the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail, and shall work with the Authority and the Trustee to facilitate a claim and payment on the Reserve Fund Insurance Policy to provide sufficient funds for payment. If sufficient funds (including payments under the Reserve Fund Insurance Policy) are not transferred to the Trustee for the Bonds of the Authority that are secured by this Loan Agreement at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall transfer any available funds pledged to secure payment of the Bonds in sufficient amounts to make up any shortfall in the amount necessary to pay debt service on the Bonds on the scheduled payment date and deposit such amount in the debt service payment fund for those Bonds.

(c) If, as a result of the failure of the Municipality to make Repayment Installments in a timely manner, the Trustee shall transfer funds pursuant to paragraph (b) of this section to pay debt service on the Bonds or if there are not sufficient funds available pursuant to paragraph (b) of this section to make up for any shortfall in the amount necessary to pay debt service on the Bonds, at least ten (10) days before the scheduled debt service payment date of the Bonds, the Trustee shall notify the Authority and the State Treasurer by: (i) telephone; (ii) a writing sent by facsimile transmission; and (iii) a writing sent by first-class United States mail.

(d) To the extent provided and required by Section 67-8727, Idaho Code, as amended, and upon the notice provided in subsection (c) of this section, the State Treasurer shall (i) immediately intercept to the extent permitted by law any payments available from: (A) the receipts of any payment of property taxes; or (B) sales tax moneys that would be distributed pursuant to section 63-3638, Idaho Code; or (C) liquor tax moneys that would be distributed pursuant to Section 23-404, Idaho Code, as amended; or (D) any other source of operating moneys provided by the State to the Municipality that would otherwise be paid to the Municipality by the State.

(e) If the State has made all or part of a Repayment Installment on behalf of the Municipality from moneys representing sales tax receipts transferred from the State general fund pursuant to Section 67-8716, Idaho Code, the Municipality shall: (a) reimburse all moneys drawn by the State Treasurer on its behalf; (b) pay interest to the State on all moneys paid by the State from the date the moneys are drawn to the date they are repaid at a rate not less than the average prime rate for national money center banks plus five percent (5%); and (c) pay all penalties required by the Act.

(f) The State Treasurer shall establish the reimbursement interest rate after considering the circumstances of any prior draws by the Municipality on the State, market interest and penalty rates, and the cost of funds, if any, that were required to be borrowed by the State to make Repayment Installments.

(g) The State Treasurer may, after considering the circumstances giving rise to the failure of the Municipality to make its Repayment Installments in a timely manner,

impose on the Municipality a penalty of not more than five percent (5%) of the amount paid by the State for each instance in which a payment by the State is made.

- (h) (i) If the State Treasurer determines that amounts obtained under this section will not reimburse the State in full within one (1) year from the State's payment of the Municipality's scheduled Repayment Installments, the State Treasurer shall, subject to clause (ii) hereof, pursue any legal action, including mandamus, against the Municipality to compel it to take any action required by the Act, including:
- (1) To the extent permitted by law provide System Net Revenues or other legally available funds to pay Repayment Installments when due; and
 - (2) Meet its repayment obligations to the State.
- (ii) In pursuing its rights under paragraph (i) of this subsection (h), the State shall have the same substantive and procedural rights as would a holder of this Loan Agreement.
- (iii) The attorney general shall assist the State Treasurer in these duties.
- (iv) The Municipality shall pay the attorney's fees, expenses and costs of the State Treasurer and the State attorney general.

ARTICLE IV – SECURITY

Section 4.1 Pledge of System Net Revenues. All System Net Revenues and other legally available funds of the Municipality to be appropriated as needed to make the payments required under this Loan Agreement and the Municipal Bond, are hereby irrevocably pledged to the payment of the Repayment Installments as provided herein and the System Net Revenues and such other funds shall not be used for any other purpose while any of the Repayment Installments remain unpaid; *provided* that (i) any Parity Obligations shall be paid on parity with the Repayment Installments, (ii) out of the System Net Revenues and such other funds there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Parity Debt, shall constitute a first lien on System Net Revenues and, subject to application of amounts on deposit therein as permitted herein, the Income Fund and other funds and accounts created hereunder for the payment of the Repayment Installments and all other Parity Debt in accordance with the terms hereof and of the Trust Agreement.

Section 4.2 Allocation of System Revenues. In order to carry out and effectuate the pledge and lien contained herein, the Municipality agrees and covenants that all System Revenues shall be received by the Municipality in trust hereunder and shall be deposited when and as received in the Sewer Revenue Fund", a special fund hereby designated as the "Income Fund", which fund is hereby established and which fund the Municipality agrees and covenants to maintain and to hold separate

and apart from other funds so long as any Repayment Installments remain unpaid. To the extent the Municipality has an existing fund which satisfies the foregoing requirements, then such shall be deemed to be the "Income Fund" and the Municipality shall not be required to create a new fund. The Municipality may maintain separate accounts within the Income Fund. The amounts in the Income Fund shall be invested in investments permitted by State law. Moneys in the Income Fund shall be used and applied by the Municipality as provided in this Loan Agreement.

The Municipality shall, from the moneys in the Income Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. Thereafter, all remaining moneys in the Income Fund shall be set aside by the Municipality at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this Section.

(a) Repayment Installments. Not later than fifteen (15) days prior to each Repayment Installment Date, the Municipality shall, from the moneys in the Income Fund, transfer to the Trustee the Repayment Installment due and payable on that Repayment Installment Date. The Municipality shall also, from the moneys in the Income Fund, transfer to the applicable trustee, if any, for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Parity Obligation Payments in accordance with the provisions of any Parity Obligation.

(b) Surplus. Moneys on deposit in the Income Fund not necessary to make any of the payments required above, may be expended by the Municipality at any time for any purpose permitted by law, including but not limited to payments with respect to Subordinate Obligations.

Section 4.3 Additional Parity Debt. The Municipality may at any time enter into any Parity Debt; *provided:*

(a) The Municipality shall be in compliance with all agreements, conditions, covenants and terms contained herein, and a Certificate of the Municipality to that effect shall have been filed with the Trustee;

(b) The Parity Debt shall have been duly authorized pursuant to all applicable laws;

(c) [Need to review and revise as needed] The most recent available audit of the Municipality shows that the System Net Revenues for for any twelve (12) consecutive month period during the twenty four (24) months immediately preceding the date of the resolution authorizing the Parity Debt shall have been sufficient to pay an amount representing 125% of Maximum Annual Debt Service for all Parity Debt including the proposed obligations.

(d) [Need to review and revise as needed] As an alternative to the audit report requirement in 4.3(c), the Municipality may utilize a report of a Consulting Engineer or certified public accountant acceptable to the Authority that shows that the System Net Revenues for the remainder of the projected life of the Parity Debt will be at least equal to 125% of the Maximum Annual Debt Service. In determining whether Parity Debt may be issued, the Consulting Engineer or certified public accountant acceptable to the Authority shall consider any probable increase (but not decrease) in Operation and Maintenance Costs[, and there may be added to such System Net Revenues an allowance for net revenues from any improvements to the System to be made with the proceeds of such Parity Debt and also for net revenues from any improvements to the System which have been made from money from any source but which, during all or any part of such Fiscal Year, were not in service, all in an amount equal to 75% of the estimated additional average annual net revenues to be derived from each such improvement for the first 36 month period in which each such improvement is in operation].

Nothing contained in this Section shall limit the issuance of any additional obligations of the Municipality payable from the System Net Revenues and secured by a lien and charge on the System Net Revenues if, after the issuance and delivery of such additional obligations, none of the Repayment Installments shall be unpaid. Furthermore, nothing contained in this Section shall limit the issuance of any Parity Debt for the purpose of refunding Outstanding Parity Debt or for any Subordinate Obligations.

Section 4.4 Reserve Fund Deposit There shall be established a Reserve Fund held by the Municipality funded by the Reserve Fund Insurance Policy in an amount equal to the Reserve Requirement to be maintained as a debt service reserve fund for the Loan as evidenced by the Municipal Bond. If the issuer of said Reserve Fund Insurance Policy files bankruptcy or such Reserve Fund Insurance Policy is for any other reason not effective or cannot be drawn upon, then the Municipality shall fund the Reserve Fund in the amount of the Reserve Requirement within one (1) year of Municipality's receipt of notice thereof. Such Reserve Fund shall secure only the Municipal Bond and shall be drawn upon if needed to make the Repayment Installments hereunder. The Municipality shall notify the Trustee of any drawing on the Reserve Fund within ten (10) days of the date of such drawing. Provided further, in the event that a drawing on the said Reserve Fund in order to make the Repayment Installments by the Municipality on the Loan results in balance in such fund lower than the Reserve Requirement, the Municipality shall replenish said account to the Reserve Requirement from System Net Revenues as soon as possible, but not later than one (1) year from the date of the said drawing.

Section 4.5 Rate Stabilization Account. The Municipality shall establish and maintain a Rate Stabilization Account. Monies in the Rate Stabilization Account may be transferred as determined from time to time by the Municipality. The Municipality may transfer funds into the Rate Stabilization Account from the Income Fund (Sewer Revenue Fund) or any other legally available source. The Municipality may transfer funds into the Rate Stabilization Account or withdraw funds from the Rate Stabilization Account at any time without limitation subject to the following provisions.

(a) Money in the Rate Stabilization Account may be withdrawn at any time and used for any purpose for which System Revenues may be used. Amounts withdrawn from the Rate Stabilization Account shall increase System Revenues for the period for which they are withdrawn, and amounts deposited in the Rate Stabilization Account shall reduce System Revenues for the period for which they are deposited. Credits from the Rate Stabilization Account may be posted in accordance with governmental accounting practices and procedures. Credits to or from the Rate Stabilization Account may relate to a prior Fiscal Year consistent with governmental accounting practices and procedures provided that such credits occur within the first quarter following the prior Fiscal Year. Earnings on the Rate Stabilization Account shall be credited to the Income Fund (the Sewer Revenue Fund) and shall be included in the definition of System Revenues for purposes of calculating debt service coverage.

(b) Unless otherwise excluded, funds withdrawn from the Rate Stabilization Account shall be included as System Net Revenues for all rate requirement purposes under Section 5.11 hereof.

Section 4.6. Transfers from Rate Stabilization Account. The Municipality may transfer funds from the Rate Stabilization Account to satisfy the rate requirements in Section 5.11 hereof. If the Municipality transfers funds from the Rate Stabilization Account during the current Fiscal Year or within the first quarter of the following Fiscal Year and designates that such transfer shall relate to the immediately preceding Fiscal Year, the Municipality covenants for the benefit of the Authority and its bondholders that going forward it will, as needed, charge rates and fees in connection with operation of the System which, when combined with other System Revenues, are adequate to generate System Net Revenues (exclusive of transfers from the Rate Stabilization Account) in the current Fiscal Year at least equal to 1.25 times the Annual Bond Debt Service due in that Fiscal Year. If the System Net Revenues fail to meet this level, the Municipality will promptly increase its rates and fees or reduce expenses to a level so that System Net Revenues (exclusive of transfers from the Rate Stabilization Account) are projected to meet the required level. The Municipality will demonstrate its compliance with the provisions of this Section 4.6 by providing a report to the Authority and the Trustee, if any, at the time of delivery of the Municipality's year-end audit that the Municipality is not out of compliance with Section 5.11. This report will demonstrate the Municipality's compliance with this covenant, or the methods by which the Municipality intends to achieve compliance with this covenant.

ARTICLE V - SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 Punctual Payment. The Municipality will punctually pay all Repayment Installments in strict conformity with the terms hereof and will faithfully satisfy, observe and perform all agreements, conditions, covenants and terms hereof.

Section 5.2 Legal Existence. The Municipality will use all means legally available to maintain its existence.

Section 5.3 Against Encumbrances. The Municipality will not mortgage or otherwise encumber, pledge or place any charge upon any of the System Net Revenues except as provided herein, and will not issue any obligations secured by System Net Revenues senior to the Parity Debt; *provided*, that the Municipality may at any time issue any Subordinate Obligations.

Section 5.4 Against Sale or Other Disposition of the System. The Municipality will not sell or otherwise dispose of the System or any part thereof essential to the proper operation of the System or to the maintenance of the System Net Revenues, unless the Repayment Installments have been fully paid or provision has been made therefor in accordance with Article VIII hereof. The Municipality will not enter into any lease or agreement which impairs the operation of the System or any part thereof necessary to secure adequate System Net Revenues for the payment of the Repayment Installments, or which would otherwise impair the rights of the Owners with respect to the System Net Revenues or the operation of the System.

Section 5.5 Maintenance and Operation of System. The Municipality agrees that as long as it owns the System it will (i) maintain, or cause to be maintained, the System in as reasonably safe condition as its operations shall permit and (ii) maintain, or cause to be maintained, the System in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof.

Section 5.6 Right of Access to the System. The Municipality agrees that during the term of this Loan Agreement, the Authority, the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times during normal business hours to enter upon the site of the System to examine and inspect such System; provided, however, that this right is subject to federal and State of Idaho laws and regulations applicable to such site. The rights of access hereby reserved to the Authority and the Trustee may be exercised only after such agent shall have executed release of liability (which release shall not limit any of the Municipality's obligations hereunder) and secrecy agreements if requested by the Municipality in the form then currently used by the Municipality, and if the Trustee is the signatory, as agreed to by the Trustee, and nothing contained in this Section or in any other provision of this Loan Agreement shall be construed to entitle the Authority or the Trustee to any information or inspection involving the confidential knowledge of the Municipality.

Section 5.7 Tax Exempt Status of Bonds.

(a) It is the intention of the parties hereto that interest on the Bonds, shall be and remain excluded from gross income for federal income tax purposes. To that end, the covenants and agreements of the Authority and the Municipality in this Section and in the Tax Certificate are for the benefit of the Trustee and each and every person who at any time will be a holder of the Bonds. Without limiting the generality of the foregoing, the Municipality and the Authority agree that there shall be paid by the Municipality from time to time all rebate with respect to the Municipal Bonds under Section 148 of the Code and the "Municipality's Share" of all amounts required to be rebated to the United States pursuant to the rebate requirement with respect to the Bonds (the "Rebate Requirement") under Section 148 of the Code and the Tax Certificate. The "Municipality's Share"

means the amount of the Rebate Requirement relating to the Bonds, determined as specified in the Tax Certificate, including (i) treating as the yield on the Municipal Bond the yield on the Authority's Series 2014A Bonds allocated to the Municipal Bond and (ii) treating any amounts held by the Authority and allocable to the Municipal Bond as proceeds of the Municipal Bond. This covenant shall survive payment in full or defeasance of the Bonds and the Municipal Bond. The Municipality specifically covenants to pay or cause to be paid for and on behalf of the Authority to the United States at the times and in the amounts determined under Section 7.03 of the Trust Agreement the Municipality's share of the Rebate Requirement as described in the Tax Certificate and the Trust Agreement. The Authority shall not be liable to make any such payment except from funds provided by the Municipality for such purpose.

(b) The Authority covenants and agrees that it has not taken and will not take any action which results in interest to be paid on the Bonds being included in gross income of the holders of the Bonds for federal income tax purposes, and the Municipality covenants and agrees that it has not taken or permitted to be taken and will not take or permit to be taken any action which will cause the interest on the Bonds to become includable in gross income for federal income tax purposes. The Municipality acknowledges having read Section 7.03 of the Trust Agreement and agrees to perform all duties imposed on it by such Section, by this Section and by the Tax Certificate. Insofar as Section 7.03 of the Trust Agreement and the Tax Certificate impose duties and responsibilities on the Authority or the Municipality, they are specifically incorporated herein by reference.

(c) Notwithstanding any provision of this Section 5.7 or Section 7.03 of the Trust Agreement, if the Municipality shall provide to the Authority and the Trustee an Opinion of Bond Counsel to the effect that any specified action required under this Section 5.7 and Section 7.03 of the Trust Agreement is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds or Municipal Bonds, the Municipality, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants set forth in this Section 5.7 shall be deemed to be modified to that extent.

(d) The Municipality agrees to comply with the Authority's Post Issuance Tax Compliance Procedures, the current form of which is attached hereto as Exhibit F.

Section 5.8 Notices to Trustee and Authority. The Municipality hereby agrees to provide the Trustee and the Authority with notice of any event of which it has knowledge which, with the passage of time or the giving of notice, would be an Event of Default, such notice to include a description of the nature of such event and what steps are being taken to remedy such Event of Default.

Section 5.9 Continuing Disclosure. The Municipality hereby covenants and agrees to comply with the continuing disclosure requirements for the Bonds as promulgated under Rule 15c2-12, as it may from time to time hereafter be amended or supplemented, including those requirements set forth below. Notwithstanding any other provision of this Agreement, failure of the

Municipality to comply with the requirements of Rule 15c2-12 applicable to the Bonds, as it may from time to time hereafter be amended or supplemented, shall not be considered an Event of Default hereunder or under the Trust Agreement; however, any bondholder or beneficial owner of any Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Municipality to comply with its obligations pursuant to this Section 5.9.

(a) Definitions. In addition to the definitions set forth in the Trust Agreement, which apply to any capitalized term used in this Section unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” shall mean any Annual Report provided by the Municipality pursuant to, and as described in, Sections 5.9(b) and 5.9(c).

“Beneficial Owner” shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or dispose of ownership of, any of the Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

“Disclosure Representative” shall mean the Treasurer of the Municipality or his or her designee, or such other officer or employee as the Municipality shall designate in writing to the Trustee from time to time.

“Dissemination Agent” shall mean the Trustee, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Municipality and which has filed with the Trustee a written acceptance of such designation.

“EMMA” shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board as provided for by the SEC, found at www.emma.msrb.org.

“Listed Events” shall mean any of the events listed in Section 5.9(d) hereof.

“Owner” means an owner of the Bonds and includes Beneficial Owners.

“Participating Underwriter” shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Repository” shall mean the Municipal Securities Rule Making Board (“MSRB”) or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through EMMA.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission.

(b) Provision of Annual Reports.

(i) The Municipality shall, with the assistance of the Dissemination Agent, not later than six months after the end of the Municipality’s fiscal year (presently September 30) commencing with the report for the 2013 Fiscal Year and all subsequent Fiscal Years, provide to the Repository and the Authority an Annual Report which is consistent with the requirements of Section 5.9(c) hereof. The filing shall be transmitted by the Dissemination Agent to the Repository and each Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Repository, and may include by reference other information as provided in Section 5.9(c) hereof; provided that the audited financial statements of the Municipality may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Municipality’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.9(d)(vi).

(ii) Not later than fifteen (15) Business Days prior to the date specified in subsection (b)(i) for providing the Annual Report to the Repository, the Municipality shall provide the Annual Report, to the Dissemination Agent, to the Trustee (if the trustee is not the Dissemination Agent) and to the Authority. If by fifteen (15) Business Days prior to the date specified in subsection (b)(i), the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Municipality to determine if the Municipality is unable to provide or cause to be provided the Annual Report to the Dissemination Agent in compliance with the first sentence of this subsection (ii). Failure to provide the Annual Report to the Dissemination Agent by said date may subject the Municipality to late fees in the amount as listed on Exhibit E and payment of any expenses of the Trustee or the Authority in enforcing this provision. If the Municipality has prior loans with the Authority, then those loans shall be subject to the same provisions.

(iii) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (i) the Dissemination Agent shall send a notice to the Repository in substantially the form as Exhibit D2 attached.

(iv) The Dissemination Agent (currently the Trustee) shall:

- (1) determine each year prior to the date for providing the Annual Report the name and address of the Repository; and
 - (2) file a report with the Municipality, the Authority and the Trustee (if the Dissemination Agent is not the Trustee) certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the Repository.
- (c) Content of Annual Reports. The Municipality's Annual Report shall contain or include by reference the following:
- (i) The audited financial statements for the Municipality for the most recently ended fiscal year, currently prepared, to the extent feasible, in substantial conformance with Generally Accepted Accounting Principles applicable from time to time to governmental entities, with any permitted exception and an adopted budget for the then current fiscal year.
 - (ii) An Annual Report in the form attached hereto as Exhibit D1 as to outstanding debt, litigation, compliance with regulatory matters and related items.
- (d) Reporting of Significant Events.
- (i) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice of the occurrence of any of the following Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:
 - (1) Principal and interest payment delinquencies.
 - (2) Unscheduled draws on debt service reserves reflecting financial difficulties;
 - (3) Unscheduled draws on credit enhancements reflecting financial difficulties;
 - (4) Substitution of credit or liquidity providers, or their failure to perform;
 - (5) Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;
 - (6) Defeasances;

- (7) Tender offers;
- (8) Bankruptcy, insolvency, receivership or similar proceedings;
- (9) Rating changes;

(ii) Pursuant to the provisions of this Section 5, the Municipality shall give or cause to be given, notice of the occurrence of any of the following Events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event, if material:

- (1) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination.
- (2) Appointment of a successor or additional trustee or the change of the name of trustee;
- (3) Non-payment related defaults;
- (4) Modifications to the rights of the owners of the Bonds;
- (5) Bond calls;
- (6) Release, substitution or sale of property securing repayment of the Bonds.

(iii) The Dissemination Agent shall, within one (1) Business Day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the Municipality promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (vii). The Dissemination Agent shall have no duty or obligation to determine whether such Listed Events reflect financial difficulty or to determine the materiality of such Listed Events when informing the Disclosure Representative of such Listed Event.

(iv) Whenever the Municipality obtains knowledge of the occurrence of a Listed Event under (ii) whether because of a notice from the Dissemination Agent pursuant to subsection (iii) or otherwise, the Municipality shall as soon as possible determine if such event would be material under applicable federal securities laws.

(v) If the Municipality has determined that knowledge of the occurrence of a Listed Event under (ii) would be material under applicable federal securities laws, the Municipality shall promptly notify the Dissemination Agent in writing. Such

notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (vii).

(vi) If in response to a request under subsection (iii), the Municipality determines that the Listed Event would not be material under applicable federal securities laws, the Municipality shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (vii).

(vii) If the Dissemination Agent has been instructed by the Municipality to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Repository.

(e) Termination of Reporting Obligation. The Municipality's obligations under this Disclosure Agreement shall terminate upon the legal defeasance or discharge of this Loan Agreement in accordance with Section 8.1. If such termination occurs prior to the final maturity of the Municipal Bond, the Municipality shall give notice of such termination in the same manner as for a Listed Event under Section 5.9(d)(vii).

(f) Dissemination Agent. The Municipality may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement and shall pay the fees and costs thereof, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Municipality pursuant to this Disclosure Agreement. The initial Dissemination Agent shall be the Trustee. It is understood and agreed that any information that the Dissemination Agent may be instructed to file with the Municipal Securities Rulemaking Board and the Repository shall be prepared and provided to it by the Municipality. The fact that the Dissemination Agent or any affiliate thereof may have any fiduciary or banking relationship with the Municipality shall not be construed to mean that the Dissemination Agent has actual knowledge of any event or condition except as may be provided by written notice from the Municipality as the Authority.

(g) Amendment; Waiver. Notwithstanding any other provision of this Section 5.9, the Municipality and the Authority (or upon assignment of this Loan Agreement by the Authority, the Trustee) may amend this Section 5.9 (and the Trustee shall agree to any amendment so reasonably requested by the Municipality, to the extent that such amendment does not adversely affect the Trustee's or the Dissemination Agent's rights, protections or duties), and any provision of this Section 5.9 may be waived, provided that the following conditions are satisfied:

(i) If the amendment or waiver relates to the provisions of Section 5.9(b)(i), Section 5.9(c), or Section 5.9(d)(i) or (ii), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change

in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(ii) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver either (1) is approved by the Owners of the Bonds in the same manner as provided in the Trust Agreement for amendments to the Trust Agreement with the consent of Owners, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners and Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Section 5.9, the Municipality shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Municipality. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Listed Event under Section 5.9(d)(vi), and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(h) Additional Information. Nothing in this Section 5.9 shall be deemed to prevent the Municipality from disseminating any other information, using the means of dissemination set forth in this Section 5.9 or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Section 5.9. If the Municipality chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Section 5.9, the Municipality shall have no obligation under this Section 5.9 to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

(i) Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Section 5.9, and the Municipality agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees and expenses) of defending against any claim of liability, but excluding liabilities due to the

Dissemination Agent's negligence or willful misconduct. The obligations of the Municipality under this Section shall survive resignation or removal of the Dissemination Agent and payment of this Loan Agreement. The Dissemination Agent shall have the same rights and protections as afforded to it in its role as trustee under the Trust Agreement.

(j) Notices. Any notices or communications to or among any of the parties to this Section 5.9 may be given at their addresses as set forth in the Trust Agreement and this Loan Agreement.

(k) Beneficiaries. This Section 5.9 shall inure solely to the benefit of the Municipality, the Authority, the Trustee, the Dissemination Agent, the Participating Underwriters, Beneficial Owners and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 5.10 Eminent Domain Proceeds. If all or any part of the System shall be taken by eminent domain proceedings, the Net Proceeds realized by the Municipality therefrom shall be deposited by the Municipality with the Trustee in a special fund which the Trustee shall establish as needed in trust and applied by the Municipality to the cost of acquiring and constructing additions, betterments, extensions or improvements to the System if (A) the Municipality first secures and files with the Trustee a Certificate of the Municipality showing (i) the loss in annual System Revenues, if any, suffered, or to be suffered, by the Municipality by reason of such eminent domain proceedings, (ii) a general description of the additions, betterments, extensions or improvements to the System then proposed to be acquired and constructed by the Municipality from such proceeds, and (iii) an estimate of the additional System Revenues to be derived from such additions, betterments, extensions or improvements; and (B) the Trustee has been furnished a Certificate of the Municipality, certifying that such additional System Revenues will sufficiently offset on a timely basis the loss of System Revenues resulting from such eminent domain proceedings so that the ability of the Municipality to pay Repayment Installments when due will not be substantially impaired, and such Certificate of the Municipality shall be final and conclusive, and any balance of such Net Proceeds not required by the Municipality for such purpose shall be deposited in the Income Fund and applied as provided in Section 4.2 hereof, *provided*, that if the foregoing conditions are not met, then such Net Proceeds shall be deposited with the Trustee and applied to make Repayment Installments as they come due and Parity Obligation Payments as they shall become due; *provided further* that the foregoing procedures for the application of Net Proceeds shall be subject to any similar provisions for Parity Debt on a pro rata basis.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the System Revenues and the security of the Repayment Installments, and a Certificate of the Municipality to such effect has been filed with the Trustee, then the Municipality shall forthwith deposit such Net Proceeds in the Income Fund, to be applied as provided in Section 4.2 hereof.

Section 5.11 Amounts of Rates, Fees and Charges.

(a) The Municipality will, at all times while any of the Repayment Installments remain unpaid, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year so as to yield System Revenues at least sufficient, after making reasonable allowances for contingencies and errors in the estimates, to pay the following amounts during such Fiscal Year:

- (i) All current Operation and Maintenance Costs.
- (ii) The Repayment Installments and the payments for the other Parity Debt and the payment of the Subordinate Obligations as they become due and payable.
- (iii) All payments required for compliance with the terms hereof.
- (iv) All payments to meet any other obligations of the Municipality which are charges, liens or encumbrances upon, or payable from, the System Net Revenues.

(b) In addition to the requirements of the foregoing subsection (a) of this Section, the Municipality will, at all times while any Repayment Installments remain unpaid, to the maximum extent permitted by law, fix, prescribe and collect rates, fees and charges and manage the operation of the System for each Fiscal Year, plus any credits from the Rate Stabilization Account in accordance with Sections 4.5 and 4.6 hereof, so as to yield System Net Revenues during such Fiscal Year equal to at least 125% of the Annual Debt Service in such Fiscal Year. If the Municipality is unable to meet this requirement, it will retain a Consulting Engineer to provide recommendations or adjustments to rates or modifications to operations to produce the necessary amount of System Net Revenues specified above in this Section 5.11(b) of this Loan Agreement.

(c) If Municipality shall fail to comply with Section 5.11(a) or (b) above and is unable to bring itself into compliance within sixty (60) days thereafter, it shall immediately notify the Authority and the Trustee.

The Municipality may make or permit to be made adjustments from time to time in such rates, fees and charges and may make or permit to be made such classification thereof as it deems necessary, but shall not reduce or permit to be reduced such rates, fees and charges below those then in effect unless the System Revenues from such reduced rates, fees and charges will at all times be sufficient to meet the requirements of this Section.

Section 5.12 Enforcement of and Performance Under Contracts. The Municipality shall enforce all material provisions of any contracts to which it is a party, an assignee, successor in interest to a party or third-party beneficiary, in any case where such contracts provide for material payments or services to be rendered to the System. Further, the Municipality will comply with, keep, observe and perform all material agreements, conditions, covenants and terms, express or implied, required to be performed by it, contained in all contracts affecting or involving the System, to the extent that the Municipality is a party thereto.

Section 5.13 Collection of Charges, Fees and Rates. The Municipality will have in effect at all times rules and regulations requiring each user of the System to pay the applicable charges, fees and rates and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the Municipality will enforce the collection procedures contained in such rules and regulations.

Section 5.14 No Free Service. The Municipality will not permit any part of the System or any facility thereof to be used or taken advantage of free of charge by any corporation, firm or person, charitable organization, or by any public agency (including the State of Idaho and any municipality, county, public agency, political subdivision, public corporation or agency or any division thereof), unless otherwise required by law or existing written agreements.

Section 5.15 Payment of Claims. The Municipality will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the System or upon the System Net Revenues or any part thereof, or upon any funds held by the Trustee, or which might impair the security of the Repayment Installments; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such claims and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

Section 5.16 Books of Record and Accounts; Financial Statements. The Municipality will keep proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the System and the Income Fund, and upon request will provide information concerning such books of record and accounts to the Trustee.

The Municipality will prepare annually, not later than one hundred eighty (180) days after the close of each Fiscal Year, so long as any Repayment Installments remain unpaid, an audited financial statement of the Municipality relating to the Income Fund and all other accounts or funds established pursuant hereto for the preceding Fiscal Year prepared by an Independent Certified Public Accountant, showing the balances in each such account or fund as of the beginning of such Fiscal Year and all deposits in and withdrawals from each such account or fund during such Fiscal Year and the balances in each such account or fund as of the end of such Fiscal Year, which audited financial statement shall include a statement as to the manner and extent to which the Municipality has complied with the provisions hereof. Failure to furnish said audited financial statements within said time may subject the Municipality to late charges by the Authority. The Municipality will furnish a copy of such audited financial statement to the Trustee upon request, and will furnish such reasonable number of copies thereof to investment bankers, security dealers and others interested in the Bonds.

Section 5.17 Payment of Taxes and Other Charges and Compliance With Governmental Regulations. The Municipality will pay and discharge all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the System or

any properties owned by the Municipality, or upon the System Revenues, when the same shall become due; *provided*, that nothing herein contained shall require the Municipality to make any such payments so long as the Municipality in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges and such nonpayment will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

The Municipality will duly comply with all applicable State, federal and local statutes and all valid regulations and requirements of any governmental authority relative to the operation of the System or any part thereof, but the Municipality shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith and such noncompliance will not materially adversely affect the Municipality's ability to perform its obligations hereunder.

Section 5.18 Maintenance of Insurance. The Municipality agrees to maintain fire and extended coverage insurance on the System in such minimum amounts as are reasonable and prevalent for similar municipalities and systems in the State of Idaho and worker's compensation coverage on all full-time employees working on, in, near or about the System in accordance with applicable State laws. The Municipality may self-insure against such risks. The Municipality shall provide evidence of such insurance to the Authority or the Trustee, respectively, upon written request of either the Authority or the Trustee.

Section 5.19 Delivery of Closing Documents. The Municipality agrees to execute and deliver on the Closing Date the certificates attached hereto as Exhibit C.

Section 5.20 Authority Fees. The Municipality is paying to the Authority an Application Fee of \$500.00 which may be credited against the Authority Fee. The Municipality shall pay to the Authority the Authority Fee at the closing of the Loan and Annual Expense Charges each year.

ARTICLE VI - EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. Any one of the following which occurs and continues shall constitute an Event of Default pursuant to this Loan Agreement:

- (a) failure by the Municipality to transmit to the Trustee any Repayment Installment by the 15th day prior to the respective Repayment Installment Date; or
- (b) failure of the Municipality to observe and perform any covenant, condition or agreement on its part required to be observed or performed by this Loan Agreement, other than making the payments referred to in (a) above, which continues for a period of sixty (60) days after written notice, which notice shall specify such failure and request that it be remedied, given to the Municipality by the Authority or the Trustee, unless the Authority and the Trustee (at the direction of the Authority) shall agree in writing to an extension of such time; provided, however, that if the failure stated in the notice cannot be corrected within such period, the Authority and the Trustee (at the direction of the Authority) will not unreasonably withhold their consent to an extension of such time if

corrective action is instituted within such period and diligently pursued until the default is corrected.

The provisions of subsection (b) of this Section are subject to the limitation that the Municipality shall not be deemed in default if and so long as the Municipality is unable to carry out its agreements hereunder by reason of strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Idaho or any of their departments, agencies, or officials, or any civil or military authority; insurrections, riots, epidemics, landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Municipality; it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Municipality, and the Municipality shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Municipality, unfavorable to the Municipality. This limitation shall not apply to any default under subsection (a) of this Section.

Section 6.2 Remedies On Default. Whenever any Event of Default shall have occurred and shall continue, the following remedies may be pursued with respect to the Trustee, subject to its rights and protections under the Trust Agreement:

- (a) The Trustee shall have access to and the right to inspect, examine and make copies of the books and records and any and all accounts and data of the Municipality.
- (b) The Authority or the Trustee may take whatever action at law or in equity as may be necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Municipality under this Loan Agreement including without limitation taking the actions under Section 3.6 hereof.

In case the Trustee or the Authority shall have proceeded to enforce its rights under this Loan Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Authority, then, and in every such case, the Municipality, the Trustee and the Authority shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Municipality, the Trustee and the Authority shall continue as though no such action had been taken (provided, however, that any settlement of such proceedings duly entered into by the Authority, the Trustee or the Municipality shall not be disturbed by reason of this provision).

In case the Municipality shall fail forthwith to pay amounts due by reason of this Section 6.2 upon demand of the Trustee, the Trustee shall be entitled and empowered to institute any action or proceeding at law or in equity for the collection of the sums so due and unpaid, and may prosecute any such action or proceeding to judgment or final decree, and may enforce any

such judgment or final decree against the Municipality and collect in the manner provided by law the moneys adjudged or decreed to be payable.

In case proceedings shall be pending for the bankruptcy or for the reorganization of the Municipality under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Municipality or in the case of any other similar judicial proceedings relative to the Municipality, or the creditors or property of the Municipality, then the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid pursuant to this Loan Agreement and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Municipality, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute such amounts as provided in the Trust Agreement after the deduction of its charges and expenses. Any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including expenses and fees of counsel incurred by it up to the date of such distribution.

Section 6.3 Agreement to Pay Attorneys' Fees and Expenses. In the event the Municipality should default under any of the provisions of this Loan Agreement and the Authority or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Loan Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the Municipality herein contained, the Municipality agrees to pay to the Authority or the Trustee the reasonable fees and expenses of such attorneys and such other expenses so incurred by the Authority or the Trustee.

Section 6.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Authority hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 6.5 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this Loan Agreement should be breached by the Municipality and thereafter waived by the Authority or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6 No Cross Default. The Municipality shall not be liable for the failure of any other municipality to make payments with respect to the Bonds. The occurrence of any Event of Default of any other municipality under such municipality's loan agreement shall not constitute an Event of Default of the Municipality under this Loan Agreement.

ARTICLE VII - PREPAYMENT

Section 7.1 Redemption of Bonds with Prepayment Moneys. By virtue of the assignment of certain of the rights of the Authority under this Loan Agreement to the Trustee as is provided in Section 3.4 hereof, the Municipality agrees to and shall pay directly to the Trustee any amount permitted or required to be paid by it under this Article VII. The Trustee shall use the moneys so paid to it by the Municipality to effect redemption of the Bonds as set forth in this Article on the date specified for such redemption. The principal component of the Repayment Installments to be prepaid shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

Section 7.2 Option to Prepay Installments. The Repayment Installments specified in Schedule 1 attached hereto are subject to prepayment at the option of the Municipality on the dates and in the amounts as set forth in Schedule 1 which shall be consistent with the terms for redemption of the Authority Bonds.

Section 7.3 Amount of Prepayment. In the case of a prepayment, of the entire amount due hereunder pursuant to Section 7.2 hereof, the amount to be paid shall be a sum sufficient, together with other funds and (as such sufficiency is evidenced by a verification report of an Independent Certified Public Accountant) the yield on any securities deposited with the Trustee and available for such purpose, to pay all Repayment Installments thereafter due. In any event, any prepayment of Repayment Installments shall include sufficient funds to pay all principal, accrued interest, premium, if any, and other costs related to the redemption of the Authority's Bonds to be redeemed as a result of such prepayment.

Section 7.4 Notice of Prepayment. The Municipality shall give sixty days' prior written notice to the Authority and the Trustee specifying the date upon which any prepayment pursuant to this Article VII will be made. The Authority and the Trustee, at the request of the Municipality, shall forthwith take all steps necessary under the applicable provisions of the Trust Agreement (except that the Authority shall not be required to make payment of any money required for such redemption) to effect redemption of the part of the then outstanding Bonds related to this Loan Agreement, as the case may be, on the earliest practicable date thereafter, on or after the proposed prepayment date, on which such redemption may be made under applicable provisions of the Trust Agreement.

Notwithstanding anything to the contrary in this Loan Agreement, each notice contemplated in this Section 7.4 that is given with respect to an optional prepayment pursuant to Section 7.2 hereof may state that it is subject to and conditional upon receipt by the Trustee on or prior to the proposed prepayment date of amounts sufficient to effect such

prepayment and, if a notice so states, such notice shall be of no force and effect and the prepayment need not be made and the Repayment Installments will not become due and payable on the proposed prepayment date unless such amounts are so received on or prior to the proposed prepayment date.

ARTICLE VIII - DISCHARGE OF OBLIGATIONS

Section 8.1 Discharge and Defeasance of Obligations.

(a) The Repayment Installments shall be discharged to the extent the Bonds are discharged under the Trust Agreement. The principal components of the Repayment Installments to be discharged shall correspond in amount and maturity date to the Bonds related to this Loan Agreement.

(b) If the Municipality shall pay or cause to be paid or there shall otherwise be paid to the Trustee all of the Repayment Installments at the times and in the manner stipulated herein, and the Municipality shall pay in full all other amounts due hereunder, then all agreements, covenants and other obligations of the Municipality hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Municipality all such instruments as may be necessary or desirable and prepared by or on behalf of the Municipality to evidence such discharge and satisfaction.

(c) Any Repayment Installments shall prior to the Repayment Installment Date or prepayment date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (b) of this Section if (1) in case any of such Repayment Installments are to be prepaid, the Municipality shall have given to the Authority and Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with this Loan Agreement, (2) there shall have been deposited with the Trustee (A) money in an amount which shall be sufficient and/or (B) Government Securities, the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to transmit and pay when due the Repayment Installments on and prior to the Repayment Installment Dates or prepayment date thereof, as the case may be, and the prepayment premiums, if any, on such Repayment Installments, and (3) an Opinion of Counsel to the effect that such treatment will not adversely affect the tax-exempt status of interest on any Bonds hereunder, provided that this Agreement shall not be discharged and satisfied until all Repayment Installments have been paid or are deemed to have been paid as provided above.

ARTICLE IX - NON-LIABILITY OF AUTHORITY; EXPENSES; INDEMNIFICATION

Section 9.1 Non-Liability of Authority. The Authority shall not be obligated to pay the principal of, or premium, if any, or interest on the Bonds, or to discharge any other financial

liability (including but not limited to financial liability under Section 5.7 hereof) in connection herewith, except from, and to the extent of, payments made by the Municipality under this Loan Agreement, or through the State intercept provided under Section 3.6 of this Loan Agreement and Section 67-8727, Idaho Code, as amended. The Municipality hereby acknowledges that the Authority's sole source of moneys to repay the Bonds will be provided by the payments made by the Municipality pursuant to this Loan Agreement (excluding payments to the Authority or the Trustee pursuant to Section 5.7 and 9.3 of this Loan Agreement) and payments from other participating Municipalities and the State intercept provided under Section 67-8727, Idaho Code, as amended.

Section 9.2 Liability of Municipality Limited to System Revenues and Other Funds. The Municipality shall not be required to advance any moneys derived from any source of income other than the System Revenues, the Income Fund and the other funds provided herein for the payment of the Repayment Installments or for the performance of any agreements or covenants required to be performed by it contained herein. The Municipality may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Municipality for such purpose.

The obligation of the Municipality to make the Repayment Installments is a special obligation of the Municipality payable solely from the System Net Revenues and the other legally available funds provided for herein (except as provided in Section 3.6 or elsewhere herein), and does not constitute a debt of the Municipality or of the State of Idaho or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 9.3 Indemnification. The Municipality releases the Authority and the Trustee from, and covenants and agrees that neither the Authority nor the Trustee shall be liable for, and covenants and agrees, to the extent permitted by law, to indemnify, defend and hold harmless the Authority and the Trustee and their officers, directors, elected officials, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with the financing or refinancing of the Project, or the conditions, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation or construction of the Project or any part thereof.

ARTICLE X - MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications shall be deemed sufficiently given on the second day following the day on which the same have been mailed by first class mail, postage prepaid, addressed to the Authority, the Municipality or the Trustee, as the case may be. Notices for the Municipality shall be sent to the address specified in Schedule 1 attached hereto. Notices for the Authority and the Trustee shall be sent to the addresses set forth in the Trust Agreement. A duplicate copy of each notice, certificate or other communication given hereunder by either the Authority or the Municipality to the other shall also be given to the Trustee. The Authority, the Municipality and the Trustee may, by notice given hereunder,

designate any different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2 Severability. If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Section 10.3 Execution of Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.4 Amendments, Changes and Modifications. Subsequent to the initial issuance of Bonds and prior to their payment in full, or provision for such payment having been made as provided in the Trust Agreement, this Loan Agreement may be amended, changed or modified as set forth in Article X of the Trust Agreement.

Section 10.5 Governing Law. This Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Idaho.

Section 10.6 Authorized Municipality Representative. Whenever under the provisions of this Loan Agreement the approval of the Municipality is required or the Authority or the Trustee is required to take some action at the request of the Municipality, such approval or such request shall be given on behalf of the Municipality by an Authorized Municipality Representative, and the Authority and the Trustee shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee as a result of any such action taken.

Section 10.7 Term of the Loan Agreement. This Loan Agreement shall be in full force and effect from the date hereof and shall continue in effect as long as the Municipal Bond is outstanding; provided, however, that the rights of the Trustee and the Authority under Section 9.3 hereof shall survive the termination of this Loan Agreement, the retirement of the Bonds and the removal or resignation of the Trustee. All representations and certifications by the Municipality as to all matters affecting the tax-exempt status of the Bonds shall survive the termination of this Loan Agreement.

Section 10.8 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority, the Municipality, the Trustee and their respective successors and assigns.

Section 10.9. Post Issuance Tax Compliance Procedures of the Authority. The parties hereto both acknowledge the Post Issuance Tax Compliance Procedures of the Authority attached hereto as Exhibit F and agree that they will follow and comply with said procedures including without limitation Borrower's agreement to retention of various records relating to the Loan as set forth in the said Procedures for the term of the Loan plus three years.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Twin Falls, Idaho has caused this Loan Agreement to be executed in its name and its seal to be hereunto affixed by its duly authorized officers, and the Idaho Bond Bank Authority has caused this Loan Agreement to be executed in its name and attested by its duly authorized officers, all as of the date first above written.

CITY OF TWIN FALLS, IDAHO

By _____
Mayor

[SEAL]

Attest:

City Clerk

IDAHO BOND BANK AUTHORITY

By _____
Executive Director

SCHEDULE 1: CITY OF TWIN FALLS

Municipal Bond Purchase Price:	Par amount of \$_____ plus a premium of \$_____ less Underwriter Discount of \$_____, for a net purchase price of \$_____.
Repayment Amount:	\$_____ plus interest.
Prior Obligations:	The Municipality's Water Revenue Note, Series 2009A in the principal amount of \$8,560,000, Water Revenue Note, Series 2010A, in the principal amount of \$16,655,000 and the Municipality's Sewer Revenue Bond, Series 2012, in the principal amount of \$14,670,000.
Prepayment Provisions:	The Repayment Installments coming due on or prior to September 15, ____, are not subject to prepayment. The Repayment Installments coming due on and after September 15, ____, are subject to prepayment, at the written direction of the Municipality and with the consent of the Authority, from any moneys deposited with the Trustee, as a whole or in part on any date on or after September 15, ____, among such payment dates as designated by the Authority to the Trustee, at the price of par, plus accrued interest, if any, to the date of prepayment.
Municipality address:	321 2nd Ave. E. Twin Falls, Idaho 83301
Disbursement of Loan:	<ol style="list-style-type: none"> 1. \$_____ to Municipality to deposit in its Project Fund for the Municipal Bond. 2. \$_____ to the Series 2014A Cost of Issuance Account held by the Trustee under the Trust Agreement to pay various costs of issuance on the Series 2014A Bonds. 3. \$_____ representing the Authority Fee shall be paid to the Authority from the Series 2014A Cost of Issuance Account. 4. \$_____ to the Municipality as a rounding amount. 5. \$_____ to the Municipality for Municipality costs of issuance.
Reserve Fund:	Municipality will fund its Reserve Fund with the Reserve Fund Insurance Policy as provided in Section 4.4 of this Loan Agreement.

EXHIBIT A

Description of the Project

The Project consists of the issuance of the Municipality's Sewer Revenue Bond, Series 2014, in the principal amount of \$_____, for the purpose of financing all or a portion of the costs of design and construction of various improvements for the sewer system of the City of Twin Falls, Idaho.

EXHIBIT B
Repayment Installments and Repayment Installment Dates

<u>Period Interest</u>	<u>Principal</u>	<u>Coupon</u> <u>(to come)</u>	<u>Interest</u>	<u>Total Payment</u>
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EXHIBIT C

Municipality Closing Documents

- a. Bond Ordinance authorizing the Municipal Bond, and execution of the Loan Agreement.
- b. Loan Agreement, dated as of February 1, 2014 between the Municipality and the Authority.
- c. Bond of the Municipality.
- d. Loan Application.
- e. Opinion of Bond Counsel.
- f. Tax Certificate of Municipality.
- g. General Certificate.
- h. Signature and No Litigation Certificate.
- i. Receipt for Bond.
- j. IRS Form 8038-G.
- k. Receipt for Proceeds of Bond.
- l. Cash Flows.
- m. Certificate of Investigation.
- n. Disclosure Certificate.
- o. Written Certificate and Request to Trustee.

EXHIBIT D1

Certificate Regarding Annual Financial Information

The undersigned on behalf of the City of Twin Falls, Idaho (the "Municipality") hereby certifies in connection with the Loan Agreement dated as of February 1, 2014 between the Municipality and the Idaho Bond Bank Authority (the "Authority") that:

1. The attached financial statements are the true and correct audited financial statements of the Municipality for the Municipality's fiscal year ended September 30, ____ (the "Prior Fiscal Year").
2. Unless already stated in the attached financial statements, the debt, and the amount of debt, outstanding against the water system of the Municipality (including any debt to the Authority), as of the end of the Prior Fiscal Year, is as follows:

(Attach separate sheet if needed)

3. Except as stated below or on a separate attached sheet, there is not now, and has not been during the Prior Fiscal Year: (1) any default on the Loan Agreement or other debt of the Municipality; (2) any litigation filed against the Municipality challenging the validity of the Loan Agreement; (3) any citations of non-compliance by any regulatory authority with respect to the System; or (4) failure to comply with the System rates and charges requirement of Section 5.11 of the Loan Agreement, taking into account any transfers from the Rate Stabilization Account:

(Attach separate sheet if needed)

4. There are, and have been during the Prior Fiscal Year, no material "Listed Events," as referenced in Section 5.9(d) of the Loan Agreement.

Dated this ____ day of _____, 20__.

CITY OF TWIN FALLS, IDAHO

By _____

Its: _____

(Treasurer or Finance Director)

EXHIBIT D2

Notice to Repository of Failure to File Annual Report

Name of Municipality: City of Twin Falls, Idaho

Name of Bond Issue: Idaho Bond Bank Authority Revenue Bonds, Series 2014A

Date of Issuance: February __, 2014

NOTICE IS HEREBY GIVEN that the City of Twin Falls, Idaho has not provided an Annual Report with respect to the above-named Bonds as required by Section 5.9 of the Loan Agreement dated as of February 1, 2014, between the Municipality and the Idaho Bond Bank Authority. [The Municipality anticipates that the Annual Report will be filed by _____.]

Dated: _____

On behalf of the City of Twin Falls,
Idaho

cc: City of Twin Falls, Idaho

EXHIBIT E

**Fees charged by Authority for failure to comply with
Continuing Disclosure Requirements**

Continuing Disclosure Late Fee Scale

Due date – 3 months after:	Lesser of \$7,500 or 0.50% of issued amount
3 – 6 months after due date:	Lesser of \$500 or 0.20% of issued amount
6 months – 9 months after due date:	Lesser of \$500 or 0.20% of issued amount
9 months – 1 year after due date:	Lesser of \$500 or 0.20% of issued amount
Every 3 months after 1 year:	Lesser of \$500 or 0.20% of issued amount

This scale will pertain to every outstanding borrowing of the Municipality from the Idaho Bond Bank Authority.

EXHIBIT F

Post Issuance Tax Compliance Procedures
(attached)

Idaho Bond Bank Authority
Post-Issuance Tax Compliance Procedures
For Tax-Exempt Bonds

February 13, 2012

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Idaho Bond Bank Authority (the "Authority") so as to ensure that the Authority complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. The Authority reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as circumstances warrant. The Authority also reserves the right to change these policies and procedures from time to time.

General

Inasmuch as the Authority is a responsible conduit issuer authorizing the issuance of Bonds for eligible borrowers (each, a "Borrower"), the Authority now identifies post-issuance tax compliance procedures for all Bonds issued by the Authority for Borrowers, as well as the Authority's expectations of and requirements for all Borrowers concerning these procedures. For tax-exempt bonds issued by the Authority, each loan ("Loan") to each Borrower will be a tax-exempt obligation, as evidenced by an unqualified opinion of bond counsel to each Borrower. Ultimate responsibility for all matters relating to Authority financings and refinancings rests with the Authority Executive Director (the "Executive Director"). Ultimate responsibility for all matters relating to Loans rests with the corresponding officer at each Borrower.

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in an Authority and Borrower resolutions, Tax Certificates and / or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds or the Loan, as appropriate.

The Executive Director and other appropriate Authority personnel and the corresponding personnel of each Borrower also shall consult with bond counsel and other legal counsel and

advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed assets and future contracts with respect to the use of output or throughput of Bond- financed assets.

Whenever necessary or appropriate, the Authority shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the Authority as Bond Issuer

Unless otherwise provided by Authority resolutions, unexpended Bond proceeds shall be held by the Authority, and the investment of Bond proceeds shall be managed by the Executive Director. The Executive Director shall maintain records regarding the investments and transactions involving Bond proceeds held by the Authority or the Trustee for the bonds. Funds transferred to the Borrower shall constitute expending Bond proceeds for the purposes of the Authority. Any investment of funds by the Borrower or Borrower's Trustee is the responsibility of the Borrower. As such, all record retention and other responsibilities associated with Borrower proceeds is the sole responsibility of the Borrower.

If an Authority resolution provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

The Authority will loan out all proceeds to underlying Borrowers at issue. As such, the requirement for arbitrage rebate and yield calculations will not be applicable.

The Authority will consult annually with bond counsel and tax counsel to confirm the applicability of arbitrage rebate and yield calculations. If at any time it is determined that these requirements are applicable, the Authority shall do the following:

- the Authority shall engage the services of a Rebate Service Provider, and the Authority or the Bond trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Executive Director and other appropriate Authority personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Executive Director and other appropriate Authority personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later

than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and

- during the construction period of each capital project financed in whole or in part by Bonds, the Executive Director and other appropriate Authority personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

For working capital financings, if any, the Authority shall follow procedures set forth in the applicable Tax Certificate and/or instructions delivered at bond or note closing.

The Authority shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements".

Use of Bond Proceeds

Except for the obligation of the Authority to maintain records regarding the Loans made for Bond proceeds, it is the Authority's policy that the Borrower shall be responsible for:

- monitoring the use of Loan proceeds and the use of Loan-financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of Loan-financed assets throughout the term of the Loan (and in some cases beyond the term of the Loan) to ensure compliance with covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records identifying the Loan and the assets or portion of assets that are financed or refinanced with proceeds of each Loan;
- consulting with Bond Counsel and other professional expert advisers in the review of the Loan and any contracts or arrangements involving use of Loan-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- maintaining records regarding the Loan and for any contracts or arrangements involving the use of Loan-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates;
- meeting or conferring at least annually with personnel responsible for the Loans and Loan-financed assets to identify and discuss any existing or planned use of Loan-financed assets or output or throughput of Loan-financed assets, to ensure that the Loan and those uses

are consistent with all covenants and restrictions set forth in applicable Authority and Borrower resolutions and Tax Certificates.

- taking timely remedial actions under section 1.141-12 of the Treasury Regulations (or other remedial actions authorized by the Commissioner of the IRS under Section 1.141-12(h) of the Regulations) to prevent from being considered "deliberate actions" any actions of the Borrower which cause the conditions of the private business tests or the private loan financing test to be met resulting in the Loan becoming a private activity bond.

All relevant records and contracts shall be maintained as described below and in the applicable Tax Certificate. The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for the tasks listed above.

Investment of Bond Proceeds

Investment of bond proceeds maintained by the Authority shall remain in compliance with the arbitrage bond rules and rebate of arbitrage as supervised by the Executive Director.

- Guaranteed investment contracts ("GIC") will be purchased only using the three-bid "safe harbor" of applicable Treasury regulations, in compliance with fee limitations on GIC brokers in the regulations.
- Other investments will be purchased only in market transactions.
- Calculations of rebate liability will be performed annually by outside consultants.
- Rebate payments will be made with Form 8038-T no later than 60 days after (a) each fifth anniversary of the date of issuance and (b) the final retirement of the issue. Compliance with rebate requirements will be reported to the bond trustee and the issuer.
- Identify date for first rebate payment at time of issuance. Enter in records for the issue.

The investment of all proceeds received by the Borrower is the responsibility of the Borrower to supervise and maintain compliance with the arbitrage bond rules and rebate of arbitrage.

Record Keeping Requirements

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, the Authority shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Authority at or in connection with closing of the issue of Bonds; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Unless otherwise specified in applicable Authority resolutions or Tax Certificates, it is the Authority's policy that the Borrower shall be responsible for maintaining the following documents for the term of each Loan (including refunding obligations, if any) plus at least three years:

- a copy of all material documents relating to capital expenditures financed or refinanced by Loan proceeds, including (without limitation) loan documents for the Authority's pooled loans to municipalities and construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Loan proceeds and records identifying the assets or portion of assets that are financed or refinanced with Loan proceeds;
- a copy of all contracts and arrangements involving private use of Loan-financed assets or for the private use of output or throughput of Loan-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

The Borrower, in the Tax Certificate relating to the Loan and/or other documents finalized at or before the issuance of the Bonds, shall designate an officer or employee responsible for retaining the records listed above.

PROVISIONS RELATING TO MUNICIPAL BOND INSURANCE

FIRST:

A. In addition to the definitions set forth in Section 1 of the Bond Ordinance, the following definitions shall apply:

1. "Bond Insurance Policy" shall mean the municipal bond insurance policy issued by the Bond Insurer guaranteeing the reserve fund as set forth in the Municipal Bond Insurance Commitment issued to the City by the Bond Insurer on November 26, 2013.

2. "Bond Insurer" shall mean Assured Guaranty, a New York stock insurance company, or any successor thereto.

B. No grace period for a covenant default under the Bond Ordinance shall exceed 30 days, nor be extended for more than 60 days, without the prior written consent of the Bond Insurer.

C. The Bond Insurer shall be included as a third party beneficiary to the Bond Ordinance.

D. No amendment or supplement to the Bond Ordinance or any other Related Document may become effective except upon obtaining the prior written consent of the Bond Insurer.

E. Copies of any modification or amendment to the Bond Ordinance or any other Related Document shall be sent to Standard & Poor's Ratings Services and Moody's Investors Service, Inc. at least 10 days prior to the effective date thereof.

F. Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated or (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively (or any combination thereof) shall be authorized to be used to effect defeasance of the Bonds unless the Bond Insurer otherwise approves.

To accomplish defeasance the City shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the Bonds in full on the maturity date ("Verification"), (ii) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), and (iii) an opinion of nationally recognized bond counsel to the effect that the Bonds are no longer "Outstanding" under the Bond

Ordinance; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City, the Bond Registrar and the Bond Insurer. In the event a forward purchase agreement will be employed in the refunding, such agreement shall be subject to the approval of the Bond Insurer and shall be accompanied by such opinions of counsel as may be required by the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow.

Bonds shall be deemed “Outstanding” under the Bond Ordinance unless and until they are in fact paid and retired or the above criteria is met.

G. Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of the Bond Ordinance and shall remain Outstanding and continue to be due and owing until paid by the City in accordance with the Bond Ordinance.

H. The Bond Ordinance shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full.

SECOND: Claims Upon the Bond Insurance Policy and Payment by and to the Bond Insurer.

If, on the third business day prior to the related scheduled interest payment date or principal payment date or the date to which Bond maturity has been accelerated (“Payment Date”) there is not on deposit with the Bond Registrar, after making all transfers and deposits required under the Bond Ordinance, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Bond Registrar shall give notice to the Bond Insurer and to its designated agent (if any) (the “Insurer’s Fiscal Agent”) by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Bond Registrar shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Bond Insurer and the Insurer’s Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Bond Registrar shall authenticate and deliver to affected Bondholders who surrender their Bonds a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. The Bond Registrar shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of

Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of Financial Security Assurance Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Bond Registrar's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the City on any Bond or the subrogation rights of the Bond Insurer.

The Bond Registrar shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account and the allocation of such funds to payment of interest on and principal paid in respect of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Bond Registrar.

Upon payment of a claim under the Bond Insurance Policy the Bond Registrar shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Bond Registrar shall have exclusive control and sole right of withdrawal. The Bond Registrar shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Bond Registrar to Bondholders in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Funds held in the Policy Payments Account shall not be invested by the Bond Registrar and may not be applied to satisfy any costs, expenses or liabilities of the Bond Registrar.

Any funds remaining in the Policy Payments Account following a Bond payment date shall promptly be remitted to the Bond Insurer.

THIRD: The Bond Insurer shall, to the extent it makes any payment of principal of (or, in the case of Capital Appreciation Bonds, accreted value) or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy.

FOURTH: The City agrees to pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in respect of the Bond Ordinance or any other Related Document, (ii) the pursuit of any remedies under the Bond Ordinance or any other Related Document or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Bond Ordinance or any other Related Document whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or

any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with the Bond Ordinance or any other Related Document or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Bond Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Bond Ordinance or any other Related Document.

FIFTH: Payments required to be made to the Bond Insurer shall be payable solely from the Trust Estate and shall be paid (i) prior to an event of default, to the extent not paid from the Bond Fund, after required deposits to the Debt Service Reserve Fund and (ii) after an event of default, with respect to amounts other than principal and interest on the Bonds, on the same priority as payments to the Bond Registrar for expenses. The obligations to the Bond Insurer shall survive discharge or termination of the Related Documents.

SIXTH: The Bond Insurer shall be entitled to pay principal (or, in the case of Capital Appreciation Bonds, accreted value) or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with the Bond Ordinance, whether or not the Bond Insurer has received a Notice (as defined in the Bond Insurance Policy) of Nonpayment or a claim upon the Bond Insurance Policy.

SEVENTH: The notice address of the Bond Insurer is:

_____. In each case in which notice or other communication refers to an Event of Default or with respect to which failure on the part of the Bond Insurer to respond shall be deemed to constitute consent or acceptance, then a copy of such notice or other communication shall also be sent to the attention of General Counsel and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

EIGHTH: The Bond Insurer shall be provided with the following information:

- (i) Annual audited financial statements within 120 days after the end of the City's fiscal year and the City's annual budget within 30 days after the approval thereof;
- (ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Bonds;
- (iii) Notice of any default known to the Bond Registrar within five Business Days after knowledge thereof;

- (iv) Prior notice of the advance refunding or redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;
- (v) Notice of the resignation or removal of the Bond Registrar, Paying Agent and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;
- (vi) the commencement of any proceeding by or against the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”);
- (vii) the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds;
- (viii) A full original transcript of all proceedings relating to the execution of any amendment or supplement to the Related Documents; and
- (ix) All reports, notices and correspondence to be delivered under the terms of the Related Documents.

NINTH: Funds and accounts shall be invested in qualified Investments. Qualified Investments shall not include corporate debt other than commercial paper rated in the highest category by the rating agencies. Investments purchased with funds on deposit in the Debt Service Reserve Fund shall have an average aggregate weighted term to maturity not greater than five years.

TENTH: Notwithstanding satisfaction of other conditions to the issuance of additional bonds contained in the Bond Ordinance, no such issuance may occur (1) should any Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) have occurred and be continuing unless such default shall be cured upon such issuance and (2) unless the Debt Service Reserve Fund is fully funded at its requirement (including the new issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Bond Insurer.

ELEVENTH: The provisions of the Agreement shall govern the rights and obligations of the parties with respect to the Bond Insurance Policy and the Bond Insurer, notwithstanding anything to the contrary set forth in the Bond Ordinance.

IN WITNESS WHEREOF, the parties have executed the foregoing agreement as of the date and year first above written.

CITY OF TWIN FALLS
Twin Falls County, Idaho

By: _____
Mayor

ATTEST:

City Clerk



January 21, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Bill Carberry, Airport Manager

Request: Consideration of the Airport Board's Recommendation to Select CSHQA as the Architecture Firm for the Airport Terminal Modification Project.

Time Estimate: Approximately 10 minutes with additional time for questions

Background:

The Airport completed an FAA Master Plan Update December 2012. The Master Plan identified the need to address new terminal development concepts.

The Master Plan recommended terminal development concept overall goals include:

- Provide additional sterile hold-room area for peak- hour enplaned passengers
- Provide areas for "behind-the-wall" baggage screening & bag sorting
- Improve the efficient flow of passengers in the terminal/ticket areas
- Accommodate rest room facilities in the sterile hold-room area

Request for Qualifications (RFQ) - A qualification based selection process

In order to open up the process to interested architecture firms, and maintain compliance with the requirements set forth by the Federal Aviation Administration (FAA), the airport advertised for statements of qualifications from architecture firms interested in providing services for the project. The FAA requires airports to make a selection based on responses to an advertised RFQ. The pending project's work scope is then developed and fees negotiated after the architect is selected and approved by the City Council.

The Airport received 3 statements of qualifications from interested architecture firms. Firms responding included: Insight Architects (Boise), RS&H (Denver), and CSHQA (Boise).

The Interview Process...

The Airport Board directed the Airport Manager to develop a volunteer interview committee to assist him on the staff level and bring back a recommendation to the Board based on the 3 interviews and the rankings of the committee. The interview committee members were: City Building Inspector, Dwaine Thompson; City Budget Coordinator, Pat Lehmann; SkyWest Station Mgr., Terri Moretto; retired FAA Air Traffic Manager, Steve Storey, and Airport Manager, Bill Carberry. All of the firms interviewed January 6th and were of the highest caliber, yet after careful consideration, the interview committee ranked CSHQA as their top choice and RS&H as the alternate to move forward with on the project.

The Airport Board's Recommendation...

At the January 7th Airport Board meeting, the Airport Board discussed the Airport Manager's recommendation to select CSHQA as the top choice, and RS&H as the alternate choice, to move forward with and develop a contract for the architectural services needed for the terminal modification project. The Board concurred with the choice of CSHQA and voted unanimously (5-0) that their recommendation is brought to the City Council for consideration.

Budget Impact: There is no impact to the budget tied to the selection process. However, at a later date, when a contract is considered by the City Council there will be budgetary considerations.

Looking forward...

The Airport currently has FY 14 funds budgeted from the airport's (PFC) Passenger Facility Charges fund to begin the initial phase of the contract scope which is the pre-design/ terminal assessment study. Further funding for the additional phases of the Architect's contract, final design, bidding, and construction services, will be funded through the FAA Airport Improvement Program (AIP).

Elements of the Architect's initial phase of planning and pre-design would include:

- Detailed facility requirements
- Close coordination with tenants and the TSA
- Incorporate engineering and architectural elements to determine most feasible expansion areas and tie-ins with the existing structure
- Identify modifications/renovations to existing terminal structure
- Detailed cost estimates
- Coordination with FAA and TSA on funding opportunities/eligibility

An evaluation regarding the funding source(s) for the construction of the improvements will be part of the initial phase. Possibilities of funding sources in whole or in part may be the FAA AIP Program, the FAA Passenger Facility Charge Program, and the Transportation Security Administration. These options for construction solutions along with options for project funding integration will be developed during the initial phase of the architects work.

Regulatory Impact: The FAA requires airport sponsors to utilize the RFQ qualification based selection process for FAA projects. The airport has followed the guidance of the FAA in this selection process.

Conclusion: Staff recommends the City Council's concurrence with the Airport Board's recommendation to select CSHQA as the architecture firm to begin contract negotiations with for the terminal modification project.

Attachments:

Airport Architect Request for Qualifications

Submitted SOQ's for the project

**REQUEST FOR QUALIFICATIONS
BY THE
CITY OF TWIN FALLS
FOR ARCHITECTURAL/ENGINEERING SERVICES FOR
JOSLIN FIELD, MAGIC VALLEY REGIONAL AIRPORT TERMINAL
BUILDING MODIFICATION PROJECT**

The City of Twin Falls (the City) is issuing this Request for Qualifications (RFQ) for architectural/engineering services (Services) for Joslin Field, Magic Valley Regional Airport (the Airport). The projects are anticipated to be funded in part by the Federal Aviation Administration (FAA), Airline Passenger Facility Charges (PFC's) and the City. The City will retain the services of a consultant for a period of up to five (5) years to provide professional architectural and engineering services, financial project funding analysis, FAA grant preparation and administration assistance, and construction services for modifications to the air service terminal building.

The City will receive Statements of Qualifications from parties interested in providing the Services until 3:00 p.m. on Thursday, November 14, 2013 (the Deadline). All Statements of Qualifications must be received by the City at its physical location, 321 2nd Avenue East, Twin Falls, ID 83301 or the mailing address, PO Box 1907, Twin Falls, ID 83303, Attention: Sharon Bryan, Deputy City Clerk, at or before the Deadline. The City will not consider Statements of Qualifications received after the Deadline.

Each Statement of Qualifications must be placed inside a sealed envelope or package, and the outside of the envelope or package must be marked with the wording: "Statement of Qualifications for Architectural/Engineering Services for Magic Valley Regional Airport Terminal Building Modification Project." The outside of the envelope or package must also state the name(s) of the Respondent(s).

Information for Respondents relating to this RFQ is on file and open for public inspection at the Airport. The Information for Respondents contains a copy of this Request for Qualifications, General Information for Respondents, General Requirements for Statements of Qualifications, Information Required from Respondents and Criteria for Selection. A copy of the Information for Respondents may be obtained by contacting the airport management office as follows:

Physical Address:

Joslin Field, Magic Valley Regional Airport
492 Airport Loop
Twin Falls, ID 83301
E-mail bcarberry@tfid.org
Telephone No.: 208-733-5215
Facsimile No: 208-736-1505

Mailing Address:

City of Twin Falls
Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303

The City will negotiate a contract with the Respondent determined by the City in its sole discretion to be best qualified to perform the Services. Prior to selection, the City may request certain Respondents to make presentations or provide additional information to a Selection Committee. The City reserves the right to reject any and all Statements of Qualifications for any reason at any time prior to execution of an Agreement with the Respondent selected by the City to perform the Services; to waive any and all informalities in the process; and to extend the period of time for the acceptance of Statements of Qualifications in its sole discretion.

William Carberry
Airport Manager

Publish: October 17 & 24, 2013
Times News

PART 1 - GENERAL INFORMATION FOR RESPONDENTS

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

Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303
Telephone No.: 208-733-5215
Facsimile No.: 208-736-1505
E-Mail bcarberry@tfid.org
Attention: William Carberry, Airport Manager

- 1.3. **Purpose of RFQ.** The City is requesting Statements of Qualifications to retain the services of a qualified consultant for architectural/engineering services (the "Services") at the Airport in accordance with United States Department of Transportation, Federal Aviation Administration ("FAA") Advisory Circular 150/5100-14D (including current Changes) and other applicable FAA rules, regulations and guidance. The City will retain the services of a consultant for a period of up to five (5) years to provide professional architectural and engineering services, financial project funding analysis, FAA grant preparation and administration assistance, and construction inspection for modifications to the air service terminal building.

The Airport completed an FAA Master Plan Update December 2012.

The airport's FAA Master Plan Update has identified the need to address new terminal development concepts.

The Master Plan recommended terminal development concept overall goals:

- Provide additional sterile hold room area for peak- hour enplaned passengers
- Provide areas for "behind-the-wall" baggage screening & bag make-up sorting
- Improve the efficient flow of passengers in the terminal/ticket areas
- Accommodate rest room facilities in the sterile hold area

The Master Plan first recommends a terminal modification study to more closely address the needs of the terminal building. Elements of the initial phase of planning and pre-design would include:

- Detailed facility requirements
- Close coordination with tenants and the TSA
- Incorporate engineering and architectural elements to determine most feasible expansion areas and tie-ins with the existing structure
- Identify modifications/renovations to existing terminal structure
- Detailed cost estimates
- Coordination with FAA and TSA on funding opportunities/eligibility

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

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

The City reserves the right to reject any and all proposals solely at their respective discretions.

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

PART 2 - GENERAL REQUIREMENTS FOR STATEMENTS OF QUALIFICATIONS.

2.1. **Deadline.** The City must receive statements of Qualifications no later than 3:00 p.m. on Thursday, November 14, 2013 (the "Deadline"). All Statements of Qualifications must be received by the City at its physical location, 321 2nd Avenue East, Twin Falls, ID 83301 or the mailing address, PO Box 1907, Twin Falls, ID 83303, Attention: Sharon Bryan, Deputy City Clerk, at or before the Deadline. The City will deem Statements of Qualifications received after the Deadline non-responsive and will reject all late-received Statements of Qualifications without review. The opening of any Statement of Qualifications does not constitute acceptance of such Respondent as a responsible, qualified

Respondent. Statements of Qualifications may be personally delivered or sent by mail or overnight courier service or by other means selected by a Respondent. Each Respondent bears all risk of ensuring that its Statement of Qualifications is actually received by Sharon Bryan, Deputy City Clerk prior to the Deadline.

- 2.2. **Copies to be Provided.** Each Respondent must submit five (5) paper copies of its Statement of Qualifications to the City. In addition, each Respondent must submit one (1) copy of its entire Statement of Qualifications (including all attachments and exhibits) in digital format. The digital copy of the Statement of Qualifications must be submitted on CD-ROM or other generally available storage media in Adobe *.pdf format. All five (5) paper copies and the digital copy of the Proposal must be enclosed in a sealed envelope or package, the outside of which must be marked with the wording: "Statement of Qualifications for Architectural/Engineering Services for Magic valley Regional Airport Terminal Building Modification Project." The outside of the envelope or package must also state the name of the Respondent.
- 2.3. **Statement Must Be Signed.** Each Respondent must sign at least one (1) original of its Statement of Qualifications, certifying the truth of the statements and representations made in the Statement of Qualifications.
- 2.4. **Representations of Respondent.** Each Respondent, by submitting a Statement of Qualifications, represents that (i) it has read and understands the Information for Respondents, (ii) it is familiar with the conditions under and the purpose for which the Services will be performed, (iii) it is knowledgeable of and has fully complied with and, if selected by the Airport, will fully comply with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Services or Respondent's performance of the Services.
- 2.5. **Investigations.** The City reserves the right to make any and all investigations as it deems necessary to establish the competency of any Respondent to perform the Services. If, upon investigation, evidence of competency is not satisfactory in the Airport's sole judgment, the City reserves the right to reject the Respondent.
- 2.6. **Rejection of Statements of Qualifications.** The City reserves the right, in its sole discretion, to reject any and all Statements of Qualifications and to waive any technicality, informality or irregularity in any Statement of Qualifications received for any reason at any time prior to entering into a contract to perform the Services. Without limiting the foregoing, the City specifically reserves the right to reject a Statement of Qualifications if the Respondent fails to furnish the data required by this Information to Respondents or if the Statement of Qualifications is in any way incomplete or irregular.
- 2.7. **Agreement Subject to Granting Agency Requirements.** All or a part of the costs of the Services may be paid or reimbursed by the FAA under the Airport Improvement Program. In addition to any other requirements of law, the

Agreement will be subject to any applicable requirements of the FAA.

- 2.8. **Costs Incurred By the Respondent Prior to Execution of an Agreement and Notice to Proceed.** The City shall not be liable for any costs incurred by any Respondent in preparation of its Statement of Qualifications. Further, the City shall not be liable for any costs incurred by the selected Respondent in the course of negotiation of the Agreement.
- 2.9. **Nondiscrimination.** By submitting a Statement of Qualifications in response to this RFQ, each Respondent agrees that it understands that the City is an equal opportunity employer. It is the policy of the City to comply with all applicable portions of 49 CFR Part 21 (Title VI of the Civil Rights Act of 1964) which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, or disability. The Agreement will require that the Consultant (and all subcontractors) represent and warrant to the City that it (and they) will comply with all applicable provisions of 49 CFR Part 21 and all other laws, rules and regulations prohibiting discrimination.

PART 3 - INFORMATION REQUIRED FROM RESPONDENTS

- 3.1. **Required Information.** To be selected, a Statement of Qualifications must demonstrate that the Respondent is highly qualified by expertise and experience to perform the Services. A Statement of Qualifications should emphasize the Respondent's qualifications and experience regarding all aspects of the Services. This includes familiarization with FAA Advisory Circulars and the FAA construction process. At a minimum, all of the following information **MUST** be furnished by each Respondent as part of its Statement of Qualifications. The information provided must be complete and accurate. Any omission, inaccuracy, or misstatement may be cause for rejection of the Proposal.

Submittals shall be brief and concise and limited to a total of no more than 25 pages not including cover pages, introductory letters and table of contents. Submittals will be evaluated by the below-listed criteria. They should be organized and identified in the same order.

3.1.1. Identification of Respondent.

- (i) Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or organization.
- (ii) Address (street and mailing) of Respondent.
- (iii) Name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of

Respondent or name of Respondent's representative for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.

- (iv) Telephone and facsimile numbers and email address for Respondent and, if different, for Respondent's representative regarding the Statement of Qualifications and the Agreement.

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

- (i) Recent successful experience in capital projects comparable to the proposed project. Describe only relevant experience for which individuals currently employed by the firm have managed, and only that experience which involved personnel to be assigned to this project. This item includes demonstrated ability to meet schedules or deadlines, and demonstrated past performance to complete projects without significant cost escalations or overruns:
- (ii) Provide a list of all current projects, as well as any which have been completed in the last three (3) years. Identify the starting and completion dates, if applicable, for each. Provide information outlining the projects on-time and on-budget performance. List the sponsor's name, the name of a contact person and telephone number where the project was completed or is currently being performed.
- (iii) Key personnel's professional background and qualifications. Extent of participation in project(s) by key personnel.
- (iv) Experience and qualifications of your firm in complying with the requirements of the FAA AIP grant and PFC program, as well as familiarization with FAA Advisory Circulars, FAA standards, and the FAA process.
- (v) Qualifications and experience of sub-consultants who may participate in the project. Please identify the portions of the project anticipated to be performed (in part) by sub-consultants.
- (vi) Capability of a branch office that will do the work to perform independently of the home office, or conversely, to obtain necessary support from the home office.

- (vii) Evidence that the consultant has established and implemented an Affirmative Action Program (see note in Selection section below).
- (viii) A statement, if applicable, setting forth the following: for all contracts of Respondent or any subsidiary, parent or affiliate of Respondent for services similar to the Services that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years, the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination; the name and address of the surety and date of any forfeited or canceled sureties or bonds within the past five (5) years; a detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services during the past five (5) years; and a description, date of filing and address of court for any petition in bankruptcy filed by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent during the past five (5) years.
- (ix) Any other information the Respondent wishes to submit to the City for consideration in evaluating the Respondent's Statement of Qualifications.

PART 4 - CRITERIA FOR SELECTION

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

Submittals shall be ranked based upon the following criteria and relative importance (as may be supplemented by secondary selection criteria) as applied by the Selection Committee to the material in the required submittals:

- (i) Capability to perform all or most aspects for the project, and provide consultant services as may become necessary to the Joslin Field, Magic Valley Regional Airport. (20%)
- (ii) Recent experience in airport projects comparable to the proposed projects and experience with the FAA (Northwest Mountain Region and the Helena ADO). (25%)
- (iii) Evidence that the consultant has established and implemented an Affirmative Action Program, and the consultant has experience in DBE requirements associated with Federal grants. (5%)
- (iv) Key personnel's professional background/reputation and successful relevant experience. (10%)
- (v) Demonstrated ability to meet schedules or deadlines, and to bid and complete projects without having major cost escalations, overruns, or disputed claims. (10%)
- (vi) Familiarity with the project(s) and the Joslin Field, Magic Valley Regional Airport and an understanding of the project(s) potential problems and owner's special concerns. (15%)
- (vii) Capability to furnish qualified inspectors with FAA project experience for construction inspection. (5%)
- (viii) Demonstrated capability to properly administer projects funded by the Federal Aviation Administration (references and examples). (10%)



P.O. Box 1907
Twin Falls, Idaho 83303
208-733-5215 voice
208-736-1505 fax

December 17th, 2013

Martin A. Hahle
CSHQA
200 Broad Street
Boise, ID 83702

Sent Via E-Mail

Dear Mr. Hahle,

Thank you for your response to our Request for Qualification for Airport Architectural Services at the Magic Valley Regional Airport. The Airport chose three (3) firms for the interviews: CSHQA, Insight Architects, and RS&H.

The Interview Committee members consist of a cross section of 5 individuals, City of Twin Falls staff, airline personnel and a former FAA ATC employee.

The interview process will allow 15-20 minutes for a formal presentation followed by a 20-30 minute question/answer period discussing how your firm will go about addressing our airport's architectural needs for the terminal modification project. Your interview is scheduled for Monday, **January 6th at 11:00 AM**. The interviews will be held at Magic Valley Regional Airport located at 492 Airport Loop, Twin Falls, ID. The interview will be in the terminal conference room and will have a white board to allow for a PowerPoint presentation if you wish. The airport will provide a laptop and projector, you may bring your own equipment if you desire.

Selection Criteria for the interview and final ranking process will be weighted equally between the following four areas: 1) Qualifications, experience and background of firm and sub-consultants; 2) Key personnel background and availability for the project; 3) Recent experience in airport projects comparable to the proposed projects and experience with the FAA (Northwest Mountain Region and the Helena ADO); 4) Familiarity with the airport and understanding of the project/sponsors special needs/concerns.

If you have any questions or have needs for your presentation not mentioned please contact me at (208) 733-5215 x 4. We look forward to meeting with you.

Sincerely,

Bill Carberry
Airport Manager



Statement of Qualifications for Architectural/Engineering Services for
Magic Valley Regional Airport
Terminal Building Modification Project

November 14, 2013

November 14, 2013

William Carberry
Airport Manager
City of Twin Falls
Joslin Field, Magic Valley Regional Airport
492 Airport Look
Twin Falls, ID 83301

Subject: Statement of Qualifications for Architectural/Engineering Services for Magic Valley Regional Airport Terminal Building Modification Project

Dear Mr. Carberry and Selection Committee Members:

We are pleased to submit our Statement of Qualifications for Architectural/Engineering Services for the Joslin Field/Magic Valley Regional Airport Project. We have assembled an experienced team of professionals to provide planning, design and construction administration services to meet your project's goals.

CSHQA will lead the team and provide architectural, engineering (structural, mechanical, electrical, and communications), interior design and cost estimating services from our Boise, Idaho office; Twin Falls-based Riedesel Engineering, Inc. is very familiar with your facility and will provide civil engineering and surveying services; Ricondo & Associates, Inc. will provide financial project funding analysis and terminal planning peer review based on recent master planning experience with TWF; and Terracon will provide geotechnical services.

This team is committed to understanding your needs and will truly listen to you and your many stakeholders. We will face programmatic challenges head-on and address remodeling costs with design innovation that maximizes facility expandability, functionality, efficiency, durability and sustainability. Together we will deliver a successful project.

The CSHQA project team provides the following key advantages:

- Strong local presence in Twin Falls and Boise
- Full-service team providing integrated design
- Key team members with in-depth experience at TWF
- Extensive experience in comparable airport terminal improvements with FAA and TSA
- Collaborative team-building and problem solving approach
- Established and positive working relationship with the City of Twin Falls and local agencies
- Demonstrated success in delivering successful aviation projects on time and on budget

Following our recent experience at Glanbia Corporate Headquarters CSHQA is eager to continue our relationship with the City of Twin Falls and serving your community. Our team is uniquely qualified to provide the personal service you expect while delivering timely results. Our team looks forward to beginning another collaborative relationship and a successful public project.

Sincerely,
CSHQA



Martin Hahle, AIA
Principal

people who listen – design that speaks

www.cshqa.com
EEO/AA Employer

Table of Contents



CSHQA's highly successful terminal expansion project at Rogue Valley International-Medford Airport had its grand opening in January 2009. This comprehensive program, including roads, landside parking, terminal and airside apron, was constructed in multiple phases in the middle of a fully active airport.

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Identification of Respondent

At Grant County Regional Airport, CSHQA's project management team successfully integrated the unique requirements of a variety of stakeholders, including airport and county leaders, building users, and the U.S. Forest Service, while keeping non-client-directed scope construction changes under 2% of base-bid construction budget.



Respondent:

CSHQA, a professional association is a privately-owned Idaho corporation.

Mailing and Street Address:

200 Broad St
Boise, ID 83702

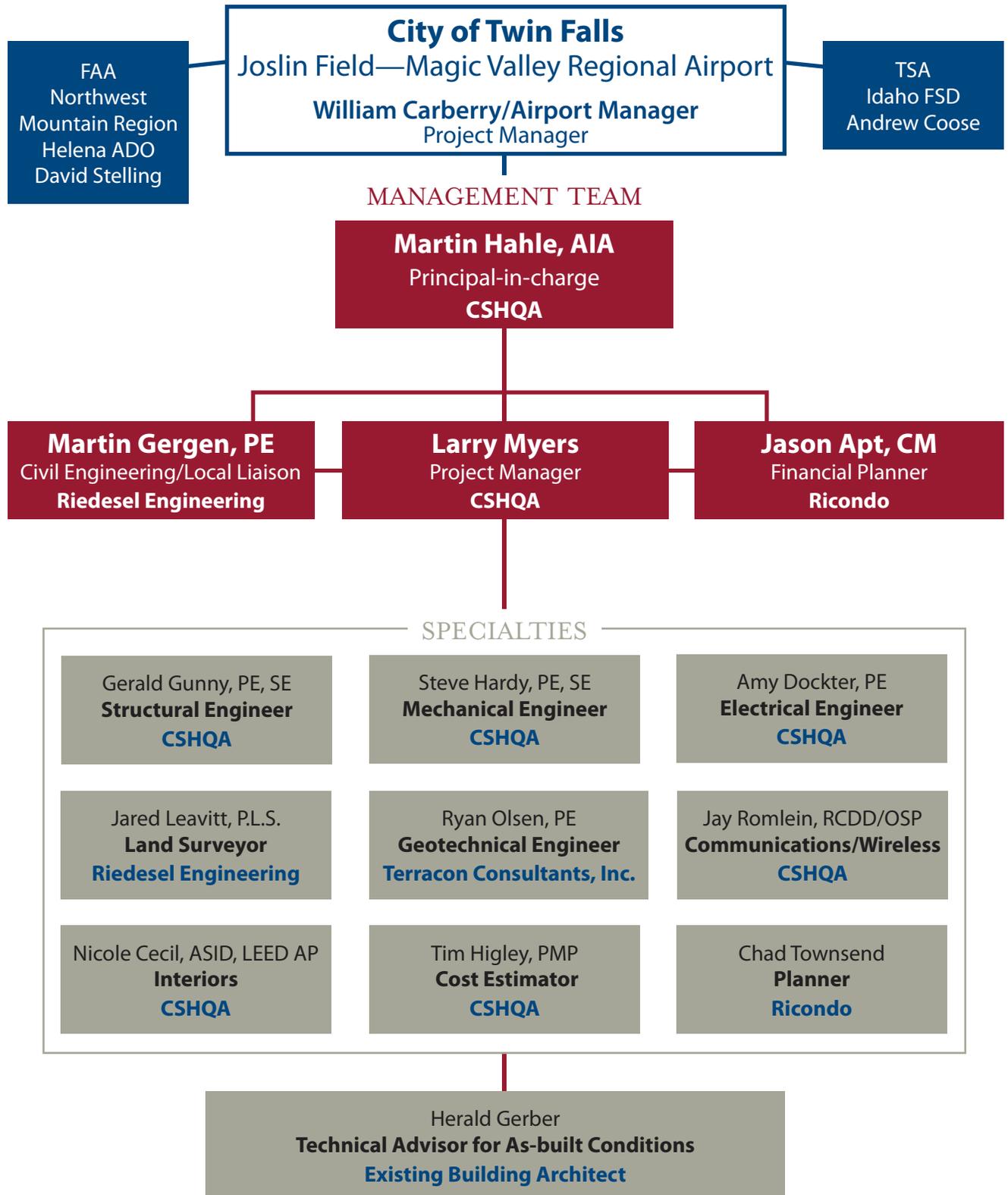
Representative

Martin Hahle, AIA

Contact information:

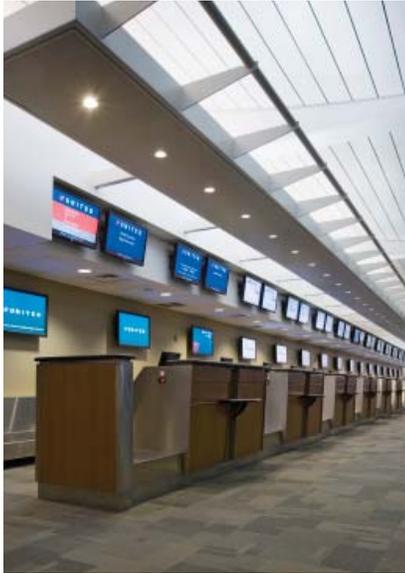
(208) 343-4635
(208)343-1858 FAX
martin.hahle@cshqa.com

Organizational Chart



Qualifications

(i) Recent Comparable Experience



During initial planning, CSHQA specified common-use terminal equipment for the Fresno Yosemite International Airport, which was crucial in maximizing the facility.



Existing stainless steel column surrounds were removed and replaced with replica sequoia trees to create a unique sense of place at Fresno Yosemite International Airport.

CSHQA has over 30 years of aviation experience. We have built a national reputation for our work in general aviation, non-hub, and small-hub airports. Our interest in your solicitation is borne from the fact that your project aligns perfectly with our niche—airports looking to replace or expand their terminal facilities and the desire to do it right and complete the project on budget and on schedule. This is where we excel and we are prepared to provide Joslin Field, Magic Valley Region Airport (TWF) with personalized and responsive delivery of services.

CSHQA and our core team including Ricondo & Associates, Inc. [Ricondo] and Riedesel Engineering, Inc. [Riedesel] are highly qualified to assist the TWF with professional architectural and engineering services, financial project funding analysis, FAA grant preparation and administration assistance, and construction services for modifications to the air service terminal building. CSHQA is familiar with the Magic Valley and Twin Falls with the current Glanbia Headquarters project in downtown. Both Ricondo and Riedesel bring an intimate knowledge and understanding of the Airport and your project through the recently completed FAA Master Plan Update and ongoing airfield civil engineering work. Please refer to section (v) for consultant experience.

Our combined team offers a broad range of experience including terminal building planning, design and construction, in addition to a full range of aviation support facilities, underground utilities and airside and landside pavement project. Our past projects demonstrate our understanding of the design tasks required at TWF, and we come prepared to hit the ground running!

Recent CSHQA projects, all of which were managed or designed by our proposed Project Principal Martin Hahle, include:

- Fresno Yosemite International Airport Terminal Renovation and Expansion
- Rogue Valley International–Medford Airport New Passenger Terminal
- Boise Airport New Passenger Terminal
- Reno Stead Airport Terminal – Programming, Design and Feasibility Study
- Treasure Valley Community College – Caldwell Idaho

Recent Riedesel Engineering projects, all of which were managed or designed by Civil Engineer, Martin Gergen, include:

- Joslin Field, Magic Valley Regional Airport– 2013 Apron & Taxilane Reconstruction/Mill & Overlay Apron/Construct Apron Project
- Joslin Field, Magic Valley Regional Airport– 2009 Apron Rehabilitation
- Lewiston-Nez Perce Co. Regional Airport – 2009 Terminal Apron Reconstruction

Recent Ricondo projects include:

- Airport Master Plan for Twin Falls Regional Airport
- Terminal Modernization Plan for Baltimore/Washington International Thurgood Marshall Airport

Fresno Yosemite International Airport

Fresno, CA



start/end dates 4/08 – 5/10
schedule on time
budget (est/act) \$12.4M/\$12.9M*
size 69,800 SF
sponsor City of Fresno
contact Kevin Meikle,
Director of Aviation
(559) 621-4536

CSHQA was the architect and engineer of record for the terminal rehabilitation and expansion program including an out-bound baggage-handling system with in-line manual-feed Reveal CT-80 EDS baggage screening equipment, ticket lobby remodel, TSA security checkpoint relocation and expansion, baggage claim remodel and expansion, central lobby remodel (including the unique sequoia forest exhibit space that defines FAT as the gateway to Sequoia and Yosemite National Park). Other unique systems that the airport integrated into the project included common use ticket counter computers, display screens and ticket printers, so any airline can log in and use any ticket counter. The project goals include improving the facility to comply with TSA security standards and guidelines and adding capacity to passenger/baggage flow systems, while balancing passenger convenience and satisfaction.

This complex project was constructed in multiple phases in a fully operational facility. With close coordination between the architect, owner and contractor, the team achieved the program requirements and improved the airport's image and passenger experience while maximizing the limited budget and resources.

Rogue Valley International–Medford Airport Passenger Terminal

Medford, OR



CSHQA was the prime consultant for Medford's terminal expansion program. Our services consisted of master planning, landside development and terminal design with airside improvements.

start/end dates 9/07 – 1/09
schedule on time
budget (est/act) \$30.6M/\$36.2M*
size 110,000 SF
sponsor Jackson Co. Airport Authority
contact Bern Case, Airport Director
(541) 776-7222

CSHQA provided comprehensive master-planning and design services for Rogue Valley International–Medford Airport's (MFR) Terminal Expansion Program. The new passenger terminal was completed in January 2009 and included airside apron, landside-access roadways, terminal curb front, parking areas, and the potential for future expansion in all programmed areas. Phased construction allowed the existing facilities to remain fully operational during the project, maintaining a high level of passenger service and satisfied customers.

The terminal design incorporates elements that provide a sense of place. The extruded building form is directly related to the shape and volume of its internal spaces and enables the building to expand in the future.

Unique features of the building include a concession restaurant on the secure side of the checkpoint with a special serving window that allows the restaurant to serve food to people on the non-secure side. This is important in a smaller airport, because a single concessionaire can provide higher quality service and be more efficient with access to more customs. Another unique feature is the outbound baggage system that delivers bags from the ticket counter to a separate more economical pre-engineered metal building where bags are screened through a mini in-line EDS conveyor system using Reveal CT-80DR screening units.

* owner initiated change order

Boise Airport Expansion with New Terminal

Boise, ID



The award-winning, 378,000-SF terminal was part of an \$108 million expansion program that included the construction of a three-story structure to replace an aging two-story terminal; a two-level roadway system; and an expanded air carrier apron and additional parking. The old terminal remained operational until completion of Phase I of the project.

The new terminal building includes baggage handling, baggage claim areas, ticket lobby, central rotunda, airline operations offices, concessions, airport administration and support areas, and mechanical and electrical service areas.

Security

CSHQA worked with TSA, airport administration and airport police to develop a secure checkpoint exit system and secure checkpoint bypass system for SIDA-certified airport, airline, and concession employees.

CSHQA planned, designed, engineered, and constructed a simple, efficient and state-of-the-art baggage conveyor system for the terminal, which quickly evolved into a fully integrated 100% in-line EDS/ ETD baggage conveyor system with fully automated baggage sorting after the events of Sept. 11, 2001. The team worked through a number of unexpected security-related change orders imposed by the federal aviation and homeland security agencies. The resulting terminal became the most modern and advanced airport facility in the country at the time

Communications

CSHQA assisted the Boise Airport in developing a new Information Technology backbone for the terminal expansion project. While maintaining ongoing systems and operations, the new copper, optical fiber, security, baggage control, EVIDS and public address systems were overlaid and expanded to meet future demands.

Concessions

CSHQA worked with airport concessionaires such as Anton Airfood and The Paradies Shops at BOI. We established airport tenant standards and a process for developing concession space within the airport's environment. Our work at Boise Airport included the development of tenant standards that outline development criteria as well as guidelines to help concession tenants develop concepts that reinforce the imagery and character of the airport facility.

Sense of Place

The terminal design is reminiscent of Idaho's outdoor beauty. Architectural design elements symbolize nature—fluid lines represent flowing rivers are juxtaposed with hard lines reminiscent of mountains. The outdoor effect is realized by using natural, indigenous materials rising from the ground, giving way to a light metal canopy enveloped by a curtain of glass. Unified surface textures, color and light are integrated throughout the new terminal. Flowing shapes and forms; along with terrazzo flooring, large expanses of glass and native materials, such as wood and sandstone; transcend the rigors of air travel.

start/end dates	7/01 – 6/03
schedule	on time
budget (est/act)	\$103.4M/\$108.4M*
size	378,000 SF
sponsor	City of Boise
contact	John Anderson Former Airport Director (208) 634-1488

* owner initiated change order due to the events of 9/11

Reno-Stead Airport (RTS) Terminal Programming & Concept Development

Reno, NV



start/end dates	programming only
schedule	na
budget (est/act)	\$7.6 million (est.)
size	19,193 SF
sponsor	Reno-Tahoe Airport Authority
contact	Lissa Butterfield, Airport Planner (775) 328-6570

CSHQA worked with the Reno-Tahoe Airport Authority (RTAA) and Reno-Stead Airport stakeholders to program and design a new general aviation terminal building for Reno-Stead Airport. The feasibility study included a cost estimate and financial analysis to confirm the viability of the project and provided the RTAA with a list of possible funding options. Planning studies also considered several site options, utility infrastructure and vehicular circulation.

The program includes the airport manager's office, passenger waiting lounge, pilot's lounge and other related support spaces. A 100-seat, multi-use, meeting room and second-floor observation deck would serve as support space for airport tenants and the surrounding community. Approximately 7,000 SF of the terminal building would be available for lease to compatible businesses and would serve as a source of revenue for the terminal facility.



Treasure Valley Community College—Caldwell Center

Caldwell, ID



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start/end dates	10/09 – 9/10
schedule	on schedule
budget (est/act)	\$5.28/\$5.28M
size	39,900 SF
sponsor	TVCCy
contact	Kathleen Robinson, Director, TVCC Caldwell Center (208) 454-9911

The three-story Treasure Valley Community College (TVCC) Caldwell Center incorporates sustainable design and construction principles, a connection to the natural environment and a strong sense of identity within the historic Caldwell, Idaho fabric while providing an improved environment to learn, share and grow. The facility includes day-lit classrooms and labs, faculty offices, student services and retail tenant space. The building incorporates an energy efficient building envelope, HVAC and lighting systems, water efficient fixtures, durable, low-maintenance, low-emitting building materials to create a healthy and productive workspace. Reducing energy consumption by 32%, the sustainable project is certified LEED® Gold

Dynamic architectural features reflect Caldwell's progressive approach to growth and economic vitality serving as a landmark for future generations. Primary entrances are located to integrate with the adjacent Indian Creek greenway, which serves as the primary connector to downtown commercial and recreational offerings. These entrances are clearly delineated through the use of bold building and site elements, such as sunshades and brick-paved patios. Further connections to the natural environment are established through extensive use of low-e glazing at lounges and lobbies where people gather to study and interact. Occupied spaces are arranged around central cores on each floor to maximize day-lighting and outside visibility. This visual connection lends a strong sense of place allowing one to peer out at the urban environment and feel that they are an integral part of downtown Caldwell.

Joslin Field, Magic Valley Regional Airport– 2013 Apron & Taxilane Reconstruction/Mill & Overlay Apron/Construct Apron Project

Twin Falls, ID



start/end dates 9/13 – 11/13
schedule on time
budget (est/act) \$2.4M (est)
size 220,000 SF
sponsor City of Twin Falls
contact Bill Carberry, Airport Manager
 (208) 733-5215, #4

The project component consists of full depth reconstruction of two areas of the apron on the east side of the terminal building (designated ATERM-02 and 04 in the 2009 PCI report) and Taxilanes 1, 2, 3, and 8, which serve the hangars to the northwest of the terminal building. This project also includes a mill and asphalt overlay of two additional areas of the terminal apron (designated ATERM-01 and 03 in the 2009 PCI report). The work includes approximately 200,000 square feet of apron reconstruction, approximately 59,000 square feet of taxilane reconstruction, and approximately 161,000 of apron mill and asphalt overlay. Improvement of these pavements is considered critical for the airport to accommodate current and forecasted ground operations for commercial, airline, and general aviation aircraft. The construction cost is estimated to be \$2,400,000 for the apron reconstruction and mill & overlay, and \$375,000 for reconstruction of the taxilanes.

Joslin Field, Magic Valley Regional Airport– 2009 Apron Rehabilitation

Twin Falls, ID



start/end dates 7/09 – 9/09
schedule on time
budget (est/act) \$1.72M/\$1.6M
size 308,000 SF
sponsor City of Twin Falls
contact Bill Carberry, Airport Manager
 (208) 733-5215, #4

The full depth reconstruction consisted of approximately 308,000 square feet of general aviation apron and is considered critical for the airport to accommodate current and forecasted ground operations for general aviation aircraft. Construction included the removal and stockpiling of the asphalt pavement (308,000 square feet), excavation and removal of the existing aggregate section (20,600 cubic yards), installation of storm drain piping (920 linear feet), construction of a concrete valley gutter (1,210 linear feet), placement of aggregate subbase and base materials (19,000 cubic yards), asphalt paving (9,950 tons), pavement underdrain piping (700 linear feet), and pavement markings. Total depth of pavement section removal was 24 inches. The contractor’s bid amount for this work is \$1,625,000.

Lewiston-Nez Perce Co. Regional Airport – 2009 Terminal Apron Reconstruction

Lewiston, ID

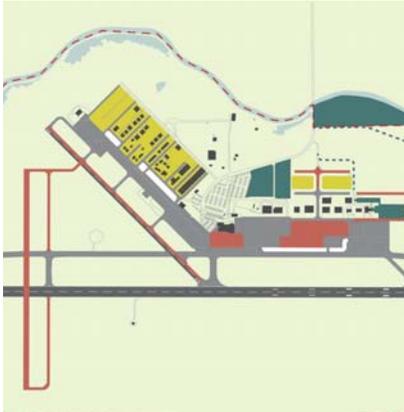


start/end dates 6/09 – 10/09
schedule on time
budget (est/act) \$357,000/\$365,000*
size 5,000 Sq. Yd.
sponsor City of Lewiston and Nez Perce Co.
contact Robin Turner,
 (208) 746-7962
 * rebid with change order

This project consisted of the design and reconstruction of the main Air Carrier Terminal Building Apron. Based on a performance and life cycle cost analysis, concrete pavement was recommended by Riedesel and approved by the Airport to provide a long-term solution to static load rutting by large air carrier aircraft. The project also includes replacement of approximately 5,000 square yards of asphalt pavement for the terminal area overflow apron. A proactive approach was taken early on to communicate and share project design, schedule and construction issues with the airlines and TSA. This project is in the “heart” of the airport, and with effective communication, the needs of the airport users and staff are incorporated into the project requirements.

Airport Master Plan for Twin Falls Regional Airport

Twin Falls, ID



start/end dates 7/10 –12/12
schedule on time
budget (est/act) na
size na
sponsor City of Twin Falls
contact William Carberry,
Airport Manager,
(208) 733-5215, ext 4

In 2010, Ricondo & Associates, Inc. (R&A) was engaged by the City of Twin Falls, Idaho, to update the Master Plan for Magic Valley Regional Airport. The primary elements of the Master Plan Update included strategic planning, development alternatives for replacing the existing crosswind runway, development of passenger terminal modification/expansion alternatives, and identification of nonaeronautical land use opportunities. Other elements of the Master Plan Update included expansion plans for general aviation, cargo, and support facilities, as well as for public parking and airport roadways. Among several technical aspects of the Master Plan Update, R&A conducted a comprehensive financial review of the Airport, developed a funding plan for the proposed capital development program, and analyzed the funding plan through a cash flow analysis in consideration of projected funding sources.

The Master Plan Update was initiated with a strategic planning process that included airport officials and community leaders. This group developed the goals and objectives that guided the master planning process. A comprehensive public involvement program was implemented throughout the planning process. As part of this program, a Technical Review Committee composed of airport stakeholders was created and engaged throughout the process to provide important technical input to the master plan. In addition, the R&A Team conducted several public workshops, and a project website was developed and maintained throughout the master planning process.

Terminal Modernization Plan for Baltimore/Washington International Thurgood Marshall Airport

Baltimore, MD



start/end dates 6/08 – 12/09
schedule on time
budget (est/act) na
size na
sponsor Maryland Aviation
Administration
contact Wayne B. Schuster, Director,
Planning & Environmental
Services, (410) 859-7787

Since 2001, R&A has collaborated with the Office of Planning and Environmental Services to develop the Terminal Modernization Plan (TMP) and currently serves as the airport representative for design and implementation of specific plan elements, including construction scheduling, phasing and financial analyses related to PFC eligibility and other funding sources. The TMP established the goals and objectives, functional requirements, and preferred arrangement of facilities to modernize and otherwise improve the passenger terminal complex at the Airport.

The recommended concept incorporates the qualities of efficient terminal designs that create a convenient, reliable, and secure experience for passengers and a cost-effective infrastructure for the airlines serving the Airport. Specifically, the recommended concept incorporates terminal facilities that would provide:

- sufficient lobby check-in to support the associated concourse gates
- in-line baggage screening systems that are fully integrated with an automated baggage handling system.
- gate accessibility from any check-in and security screening checkpoint.
- concession spaces between security checkpoints and boarding gates
- Life-safety code compliance
- moving walkways.
- provide amenities to improve passengers' experiences

(ii) Current Projects and Those Completed in the Last 3 Years

Fresno Yosemite International Airport – Concourse Expansion Planning Study

Fresno, CA



start/end dates 2013 (study only)
schedule on time
budget (est/act) na
size na
sponsor City of Fresno
contact Kevin Meikle, Director of
 Aviation (559) 621-4536

The most recent FAA Airport Master Plan was based on 2002 data and completed in 2006. That effort included a terminal master plan concept that simply mirrored the layout of the existing terminal building. This concept fulfilled its purpose by identifying land surrounding the terminal as necessary for future growth, however, the concept is impractical and operationally inefficient, because it duplicates all the functions of the existing terminal instead of right-sizing each function individually based on demand. The purpose of this high level planning study was to explore options to increase the number of aircraft parking positions with second floor gate hold rooms and passenger loading bridges, while maintaining the current number of ground load aircraft parking positions and ground level gate hold rooms. Additional planning study considerations included: improving security, improving operational efficiencies, improving MEP efficiencies, maximizing revenue generation, and enhancing passenger service.

Glanbia Corporate Office and Cheese Innovation Center

Twin Falls, ID



start/end dates 4/12 – 6/13
schedule on time
budget (est/act) confidential
size 40,060 SF; 3-stories
 + basement
sponsor Uptown Developers
contact Kent Taylor, President
 Uptown Developers
 (208) 734-5681

This 40,060-SF, three-story office building with a basement serves as the new headquarters for Glanbia, a major manufacturer of cheese and dairy products in the U.S. Our client, Uptown Developers, and their tenant, Glanbia, both wanted a facility that would represent the corporate image of Glanbia and relate to the surrounding neighborhood. The massing and material selection for the building were influenced by the project’s location in the City of Twin Falls’ Historic Warehouse District.

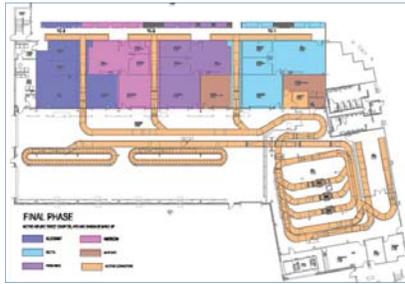
CSHQA worked on a fast track schedule as part of the design/build team with building contractor Engineered Structures, Inc. (ESI). The building includes a steel structural frame with a sandstone and brick veneer with metal panel accents. Additional design features include steel canopies that relate to the surrounding warehouse facilities and varied brick colors to provide texture and movement to each facade. Site-specific constraints included the presence of bedrock, which required blasting to remove, and the mitigation of ground water to provide usable basement space.



The 14,000-SF Cheese Innovation Center, under construction and completed in the same time frame as the corporate office, includes a kitchen, culinary lab, make area, analytical lab, office and conference spaces.

Bloomington-Normal Airport Authority CBIS Building Renovation and Expansion

Bloomington, IL



start/end dates	2014 est
schedule	on time
budget (est/act)	\$2.9M est.
size	12,000 SF addition
sponsor	Bloomington-Normal Airport Authority
contact	Carl Olson, (309) 663-7384

This renovation and expansion project included a new baggage makeup area, a CBIS room, a TSA office, a law enforcement officer's office, a new mechanical space to serve the expansion, and a relocation of an existing kitchen/prep area.

Expansion of the CBIS was handled by locating an addition to the facility in close proximity to the existing ticket counters, which was done in order to allow the affected airlines to make a smooth transition to the new baggage inspection system. Close coordination with CAGE Inc. was required to successfully accommodate all of the necessary equipment and clearances required for a successful installation of the new system.

Challenges of the project included the successful integration of complex baggage systems into a renovation/expansion of an existing facility, accommodating the required standoff distance for jet blasts, and being sensitive to views from the executive board room onto the addition.

Grant County Regional Airport General Aviation Building & USFS Fire Airbase

John Day, OR



start/end dates	12/08 – 9/10
schedule	on time
budget (est/act)	\$3.6M/\$3.9M
size	17,752 SF
sponsor	Grant County
contact	Patrick Bentz, Airport Manager (541) 575-1151

This multi-use GA Terminal was made possible through multiple funding sources including the US Forest Service, whose portion of the facility consists of a Regional Training Academy with helibase administration, ready room, locker rooms and support spaces. The terminal has a pilot lounge, administration office, maintenance shop, training room and support spaces. Tenants and the public share a third-level observation deck.

Site work included new aircraft parking, a parking lot expansion, RV parking for USFS fire operations, training grounds and biomass heating plant. The biomass (wood pellet) boiler is used as a cost-effective, reliable heat source. Locally-produced wood pellets from forestry waste are clean burning and support the local economy. During the peak heating season a 38% cost savings can be achieved when compared to an all-electric heating system.

Additional sustainable features include: low-flow plumbing fixtures; recycled-content building materials; recycling of non-hazardous construction debris; 10%+ of the building materials manufactured within 500 miles; lighting wattage that is 25% better than code allowance; day lighting in 100% of regularly occupied spaces; and energy performance improved by 37% through a cooling tower, high-efficiency heat-recovery, units, a night purge system, occupancy sensors, daylight harvesting and photo sensors.

McCall Regional Airport Snow Removal Equipment Building

McCall, ID



CSHQA's scope of work included architectural, mechanical, electrical, and structural services for the facility.

start/end dates 6/11 – 4/12
schedule on time
budget (est/act) \$430,000/\$460,000
size 4,267 SF
sponsor City of McCall
contact John Anderson,
 Airport Manager
 (208) 630-3441

CSHQA provided schematic design and construction documentation services for this economical, pre-engineered metal building solution. The facility is designed for four different snow removal machines. The machine storage area has dedicated power for engine block heaters and future installation of a compressed air system. Heating in the machine storage area is intended for melting snow off the machines. During general storage, the space will not be conditioned. Hose bibs are provided for routine cleaning of machines. The 4'-high CMU wainscot around the base of the building is designed to protect the metal siding from deep snow build-up. A trench drain down the middle of the building collects snow melt and water spray from routine cleaning. The building includes basic support space for one office, break room and shower/rest room.

CSHQA's scope of work included architectural, mechanical, electrical, and structural engineering.

Significant challenges included working with a limited budget while ensuring that the airport's requirements regarding storage space for equipment, indoor temperatures, and desired amenities were met. We provided a design that fulfilled the programmatic requirements at a very low cost per square foot.

Boise Airport Concessions RFQ (Exhibit Documents)

Boise, ID



CSHQA prepared the concession RFP exhibit documents that will be part of a new master concessions agreement for the Boise Airport. The RFP is for the upgrade or compete replacement of concessions in the Boise Airport under a long term concessions agreement. The scope of work included, site survey and preparation of as-built floor plans and ceiling plans for all existing concessions spaces including food and beverage, and gift and news lease spaces. CSHQA is also the designer of the original terminal building and prepared was responsible for preparing Tenant Design Standards for the Boise Airport in 2002. We were the architect of record for many of the existing concessions spaces in the airport.

start/end dates 2013
schedule on time
budget (est/act) na
size na
sponsor City of Boise
contact Amy Snyder, Project Manager
 (208) 424-5660

Boise Airport – Concourse B Reroof

Boise, ID



start/end dates 2014 est
schedule on time
budget (est/act) \$200,000 est
size 17,000 SF
sponsor City of Boise
contact Steve Scott, Project Manager
(208) 383-3110

CSHQA developed the construction documents for the re-roof project. Concourse B was originally constructed in 1980. The original roof consisted of one layer of mechanically attached non-reinforced single-ply PVC membrane over one layer of 2.5" urethane board insulation with foil facer. In 1997 the existing roof was covered over with a 1/4" Dens-Deck cover board and new mechanically attached single-ply PVC membrane roof. This re-roof project removed the existing top layer PVC membrane. Mechanical anchors were added to the existing cover board as required for uplift for a fully adhered roofing system. New cricketing (tapered insulation) was added, because the existing roof did not properly direct water to drains and scuppers. Insulation was added to increase the system to R-20. The new finished roof is a 60 mil fully adhered TPO membrane system. The existing PVC clad wall flashing was also removed and replaced with fully adhered 60 mil TPO membrane wall flashing.

Boise Airport Snow Broom Building and Above Ground Fuel Tank

Boise, ID



start/end dates 2/10 – 12/10
schedule on time
budget (est/act) \$1.1M/\$625,000
size 5,700 SF
sponsor City of Boise
contact Matt Petaja, Deputy Director
(208) 383-3110

Managing snow removal during Idaho's winter months takes top priority at the Boise Airport, and with that task comes the storing and maintenance of snow removal equipment. The airport looked to CSHQA's design expertise for a new snow removal equipment storage building. This building adds to the existing buildings and facilities on the snow removal equipment campus, which CSHQA master planned and designed in 1996.

CSHQA designed an economical, pre-engineered, metal building with high-bay lift sectional doors to complement the existing buildings on the campus. The four-bays in the building can be accessed from either side of the building to optimize operating efficiency and use. The building included a two-ton bridge crane for maintenance and changing the brooms on the snow removal equipment. Durability and maintenance was a critical program and life-cycle cost requirement for this building. Therefore an eight-foot high concrete masonry block (CMU) wainscot wall was constructed around the perimeter of the building to take the low-impact abuse associated with facilities like this in lieu of the metal building panels. In addition, the building is planned to accommodate future service bay expansion. A fueling station with an 8,000-gallon above grade steel storage tank was installed on the campus under this project. The entire fueling operation is on a concrete spill containment pad.

Lewiston-Nez Perce Co. Regional Airport – 2012 Southside Parallel Taxiway & Apron Construction Project

Lewiston, ID



start/end dates 7/12 – 9/12
schedule on time
budget (est/act) \$2.58M/\$2.78M
size 17,000 SF
sponsor City of Lewiston
contact Robin Turner (208) 746-7962

Previous excavation of the south side development area, installation of utilities, and road construction completed in 2011/12 mostly by Economic Development Agency grant funds have opened the door to approximately 80 acres of aviation development. Riedesel Engineering has completed the design and construction observation of the aviation related infrastructure including an apron, approximately 230 foot wide by 1200 foot long, and a parallel taxiway, approximately 3,000 foot long by 50 foot wide, that will connect to the larger air carrier runway - Runway 8/26. The aviation infrastructure will provide the opportunity for expanded growth for the airport. This project completed the first stage of aviation infrastructure on the south side of the airfield and is anticipated to spur private aviation development. The \$2.78 million dollar project was completed one week ahead of schedule and approximately \$185,000 under budget.

Joslin Field, Magic Valley Regional Airport– 2010 Slurry Seal

Twin Falls, ID



start/end dates 8/10 – 9/10
schedule on time
budget (est/act) \$453,000/\$445,000
size 250,000 SF
sponsor City of Twin Falls
contact Bill Carberry, Airport Manager
(208) 733-5215, #4

The project consisted of approximately 250,000 square feet of slurry seal. The rehabilitation project includes filling pavement cracks and applying a slurry seal coat to Runway 12/30, most taxiways, taxilanes, and aprons. The contractor's bid amount for this work is \$403,642.

Joslin Field, Magic Valley Regional Airport– 2012 Snow Removal Equipment Building

Twin Falls, ID



start/end dates 7/13 – 10/13
schedule on time
budget (est/act) \$1.6M/\$1.5M
size 17,000 SF
sponsor City of Twin Falls &
County of Twin Falls
contact Bill Carberry, Airport Manager
(208) 733-5215, #4

This project consists of the construction of a 100-foot wide by 170-foot long by 18-foot high SRE Building totaling approximately 17,000 square feet. The building includes: offices for maintenance personnel, lunchroom, mechanical room, two restrooms, maintenance bays including a lifting crane and pit, storage for: two tractors, one wheel loader with two ramp plows, two sanding trucks with attachments, six support vehicles, and a rotary plow. The building has overhead doors into the maintenance and equipment storage bays. The estimated cost of construction for the building and site improvements is \$1,600,000. The project will be broken into a base bid \$1,100,000 with add alternate #1 \$250,000 and add alternate #2 \$250,000. The add alternatives will add bays to the building foot print. The estimated time of construction was 6 months.

(iii) Key Personnel

Martin A. Hahle, AIA • Principal-in-charge



Experience: 20 years

Education: MArch, University of Nebraska, 1993
BS, Architectural Studies, University of Nebraska, 1991

Registration: Licensed Architect: ID

For the past 176 years, Martin has worked on all aspects of terminal design. His work at BOI has led to many other terminal and terminal-related aviation projects at other airports throughout the US including design and management of all CSHQA projects listed in this SOQ. As principal-in-charge, Martin will lead the team, serve as the primary point of contact with the client, perform the quality control review of the documents and ensure that manpower is available to complete the project on schedule. Martin's expertise includes conceptual design techniques. He has worked extensively with renderings, storyboards and models and his artistic representations of design solutions have successfully influenced the outcome of many projects.

Martin G. Gergen, P.E. • Civil Engineering/Local Liaison



Experience: 19 years

Education: University of Idaho Bachelor of Science, Agricultural Engineering
Clackamas Community College

Registration: Licensed Professional Engineer: ID, OR, WA

Marty is CEO and Airport Division Manager of Riedesel Engineering. He has worked with Riedesel over the last 15 years as a Project Manager and Design Engineer on various FAA and state funded airports projects. Marty has been responsible for project management and / or designing 23 projects at Joslin Field, Magic Valley Regional Airport.

Larry D. Myers • Project Manager



Experience: 9 years

Education: BS, Architecture, University of Idaho, 2004

Larry Myers brings nine years' experience in architectural design combined with nearly five years of hands-on experience in management and construction for commercial and residential projects. This combined experience provides particular insight into constructability and phasing for complex projects. Working with CSHQA, Larry's design and construction administration experience includes a diverse range of retail, commercial, laboratory, multi-family and aviation projects. He brings a strong focus on integrated design, complete detailing and phasing to this project.

Jason M. Apt, C.M. • Financial Planner



Experience: 10 years

Education: MBA, Embry-Riddle Aeronautical University
BS, Aviation Business Administration/Airport Management,
Embry-Riddle Aeronautical University

Jason assisted in preparing a site selection study, cost estimates, and facilities requirements for a new airport in southern NV, as well as a needs assessment and site selection study for the proposed Southern Nevada Regional Heliport. He also developed peak-hour estimates and facility requirements for a new passenger terminal at Las Vegas McCarran International Airport. Additionally, Jason provided support for a passenger ramp loading study and hotel site selection study for Oakland International Airport, assisted in planning general aviation facilities at Henderson Executive Airport (NV), and was actively involved in assessing U.S. commercial airports for 100 percent checked baggage screening, as directed by the TSA. He also had a lead role in completing a master plan update for Boise Airport. Most recently, Jason managed the creation of an aeronautical development strategy for Lewiston-Nez Perce County Regional Airport (ID). He is currently serving as deputy project manager for a master plan update for Magic Valley Regional Airport (Joslin Field).

Gerald G. Gunny, PE, SE • Structural Engineer



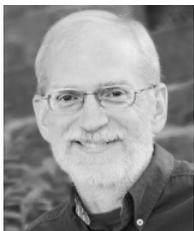
Experience: 18 years

Education: MS, Civil Engineering, University of Nevada, Las Vegas; Las Vegas, NV, 2004
BS, Civil Engineering, University of Utah, Salt Lake City, UT, 1994

Registration: Licensed Professional Engineer: Structural & Civil: ID, ND, NV / Structural: AZ, IL, OR,
UT / Civil: CO, WA
Building Plans Examiner, International Code Council

Gerald's structural design experience includes construction document review for code compliance and completeness; preparation of construction documents and specifications with supporting calculations; and peer/plan review and site visits. He has conducted field investigations; performed structural observations and completed forensic engineering services for compliance with construction documents, building codes, public safety and structural distress evaluation. He has served on local building code review and adoption committees. His most recent aviation project experience includes the Terminal Expansion Project at Bloomington-Normal Airport (IL).

Steven C. Hardy, PE • Lead Mechanical Engineer



Experience: 22 years

Education: BS, Mechanical Engineering Technology, Binghamton University, 1989
AAS, Air Conditioning Engineering Technology, Alfred State College, 1983

Registration: Licensed Professional Engineer: AK, AZ, CA, CO, ID, MT, NV, NM, ND, OR, WA

Steve has more than 20 years experience, including supervision and mentoring of drafters, designers and EITs. His main areas of expertise include commercial buildings, manufacturing and industrial plants, airplane hangars, snow removal equipment buildings, schools, offices, restaurants, movie theaters, supermarkets and department stores, miscellaneous retail stores and ice rinks. Responsibilities include mechanical and plumbing design, drafting, technical support, specification writing, design fee proposals, preparation of construction observation reports and punch lists, construction administration and project management.

Amy Dockter, PE • Lead Electrical Engineer



Experience: 20 years
Education: BS, Electrical Engineering, Montana State University, 1991
Registration: Licensed Professional Engineer: AL, AZ, CA, CO, FL, GA, IA, ID, IL, KS, LA, MA, MI, MO, MS, MT, NC, ND, NE, NM, NV, OH, OK, OR, PA, SD, TN, TX, UT, WA, WI, WY

Amy directs the overall management of each engineering discipline to ensure all documentation is included for each project. As an electrical engineer she enjoys the challenges involved in creating safe, reliable electrical designs. She provides engineering expertise on a multitude of issues and projects, and deems client satisfaction a priority. Attention to detail, organizational skills and strong people skills are critical elements Amy achieves, allowing her to manage multiple priorities. She has a broad range of experience with aviation, retail, and commercial projects. Amy manages the electrical team and approves all electrical design and construction documents.

Jared Leavitt, P.L.S. • Land Surveyor



Experience: 24 years
Education: Idaho State University – Pocatello, ID
Eastern Idaho Technical College – Idaho Falls, ID
Registration: Professional Land Surveyor: ID & ND

Jared has surveyed in all regions of Idaho, areas of North Dakota, and in the state of Virginia since the late 1980s. He has worked in the private sector, as well as a 3 year stint with the Virginia Department of Transportation. Jared has worked with diverse types of clients from private land owners and developers, to City, County, State and Federal Government Agencies including the Federal Aviation Administration, providing such services as Boundary and Cadastral Surveys, Construction Surveying, A.L.T.A./A.C.S.M. Surveys, Riparian Surveys and Subdivision Platting to name a few.

Ryan J. Olsen, P.E. • Geotechnical Engineer



Experience: 12 years
Education: Master of Science, Civil Engineering, 2001, Brigham Young University
Bachelor of Science, Civil Engineering, 1999, Brigham Young University
Registration: Licensed Professional Engineer: ID, CA, MT

Mr. Olsen is the geotechnical department manager in Terracon's Boise, Idaho office. His experience includes geotechnical site investigations, evaluation of liquefaction and other seismic hazards, slope stability and seepage analyses, and shallow and deep foundation evaluations. He has performed geotechnical evaluations for a wide variety of projects including buildings, commercial and industrial facilities, dams, levees, and bridges.

Jay Romlein, RCDD/OSP • Communications Project Manager



Experience: 25 years
Education: Attended— El Paso Community College, 1972 & Southern Colorado State College
Professional Training: Civil Engineering, University of Southern Colorado, 1976-77; Engineering Graphics, University of Miami, 1986; Electronics, Madison Area Technical College, 1989-90; AutoCAD 12 and LISP programming, University of Wisconsin, 1993; Electrical System Design for Non-Electrical Engineers, University of WI, 1995

Jay is responsible for communication engineering design and administration on various projects. He has 35 years experience in planning, engineering and implementing outside plant and building distribution systems for communication networks. Through his exposure to a variety of clients and project types, Jay has developed an open-minded approach to design challenges focused on providing quality-oriented solutions with a long-term perspective. Jay has extensive experience with CCTV and access control systems for airport facilities..

Nicole L. Cecil, ASID, LEED AP ID+C • Interiors



Experience: 16 years
Education: BA, Interior Design, Washington State University, 1996
AA, Liberal Arts, Sierra Community College, 1993
Registration: Certified, National Council for Interior Design Qualification (NCIDQ)** certification #020809, 2005
LEED Accredited Professional

Nicole has a keen sense of design and the ability to work well with a variety of user groups and disciplines. Her role as an interior project designer includes project coordination and interior design. She has extensive experience developing interior elevations and details, millwork, drawings, furniture schedules, reflected ceiling plans, selecting finish packages including lighting, flooring, wall and ceiling finishes, furniture, fabric selections, signage, art and window treatments. She specifies materials that are appropriate to the clients' needs, are aesthetically pleasing and practical for the project scope.

Tim Higley, PMP • Cost Estimator



Experience: 30 years
Education: Attended: Boise State University, Boise, ID
Certificate: Commercial and Consumer Lending, American Institute of Banking
Certificate: Management, American Institute of Banking
Registration: Project Management Professional

Tim is a seasoned and detail oriented Construction Manager with extensive experience in residential and commercial construction and brings experience in business operations and personnel management to the CSHQA team. A highly versatile professional with a proven track record of working with teams to implement projects on time and within budget. Superior communication skills working with clients, architects, contractors, and subcontractors.

Chad Townsend • Planner



Experience: 16 years
Education: Bachelor of Arts – Architecture, University of Idaho, Moscow

Since joining Ricondo & Associates, Inc. (R&A), in 2006, Chad has participated on a wide variety of projects as program and project manager, task leader, lead planner, and consulting technical staff. As a member of multiple on-call consulting teams and on individual projects, Chad has managed and participated in terminal area programming, capacity planning and growth scenario development, forecast development and analyses, airfield strategic planning, gate and concourse expansion, baggage infrastructure planning and implementation, facility threat mitigation, innovative security screening development, technology implementation strategies, benefit-cost analyses, passenger/baggage flow simulations, and multimodal access planning and implementation.

(iv) FAA & TSA Experience

CSHQA, Ricondo and Riedesel are thoroughly familiar and experienced in complying with the FAA Airfield Improvement Program (AIP Grant), Passenger Facility Charge (PFC), and TSA Other Transaction Agreement (OTA) funding programs. It is our goal to remain current with past, current and future FAA and TSA design standards, guidelines and specifications.

FAA Experience

Our team has experience in administering construction projects where there is a close interface and coordination with FAA, and most of the Aviation project examples listed in this SOQ had some level of interface with FAA. We have worked with FAA Representatives from the Helena ADO offices on previous projects in the Northwest Mountain Region. We know what to anticipate from their level of oversight and have been very successful working with this group over the years. Our team is familiar with the FAA Advisory Circulars (see list below), existing standards and potential upcoming changes—as our team constantly stays abreast of any changes to the FAA standards.

Sample List: FAA Standards and Advisory Circulars

- 150/5360-9, Planning and Design of Airport Terminal Facilities at Non-hub Locations.
- 150/5360-13, Planning and Design Guidelines for Airport Terminal Facilities
- 150/5320-5D, Airport Drainage Design
- 150/5320-6D, Airport Pavement Design and Evaluation
- 150/5340-IL, Standards for Airport Markings
- 150/5370-2F, Operational Safety on Airports During Construction
- FAA Form 7460-1, Notice of Proposed Construction or Alteration
- Part 77, Objects Affecting Navigable Airspace
- Part 139, Certification and Operations: Land Airports Serving Certain Air Carriers

Our experience also extends to preparing Construction Management and Safety Plans and review with FAA prior to construction activities. We understand the requirement to obtain approvals first from FAA that may impact public safety and operations. An example of our experience includes the preparation of building crane operations diagrams indicating maximum heights and any obstructions of clear vision from the control tower. Included in our experience is the coordination with the Airport and air traffic control on the issuance of “Notices to Airmen” or NOTAM’s to provide information on closed or hazardous conditions as a result of construction activities.

TSA Experience

Designing and constructing aviation facilities is far more complicated since the events of 9/11. The existing terminal at TWF was constructed in 1994 and cannot accommodate the current TSA design standards in an ideal and efficient layout, without a major impact to the overall function of the building. Increased security mandated by the federal government has changed how the traveling public airports and placed incredible demands on the layout and infrastructure of existing and newly designed facilities. Recent experience is of paramount importance for clients to develop a plan that works. Our team has extensive experience working with TSA planning documents and guidelines such as those in the following list.

Homeland Security/TSA

- Electronic Baggage Screening Program - Planning Guidelines and Design Standards PGDS V4.1
- 49 CRF Part 1520.1, Protection of Sensitive Security Information
- 49 CRF Part 1540.1, Civil Aviation: General Rules
- 49 CRF Part 1542.1, Airport Security
- 49 CRF Part 1544.1, Aircraft Operator Security: Air Carriers and Commercial Operators
- 49 CRF Part 1546.1, Foreign Air Carrier Security
- 49 CRF Part 1548.1, Indirect Air Carrier Security

We have experience with baggage screening systems at several airports including recent work at Birmingham-Shuttlesworth International Airport and current work at Bloomington-Normal International Airport. We have designed a number of passenger screening check points including, Medford-Rogue Valley International Airport, Fresno Yosemite International Airport and Boise Airport.

(v) Experience of Sub-consultants

Ricondo & Associates, Inc. (R&A) is a full-service aviation consultancy specializing in airport planning and business management services in support of airport owners and operators, airlines, and federal and state agencies. Since its inception in 1989, R&A has been dedicated to solving the challenging problems facing the airport and airline industries. The firm is owned and operated by its senior officers and has no other business interest except airport and aviation consulting.

R&A is headquartered in Chicago and has established U.S. offices in Atlanta, northern and southern California, Cincinnati, the Dallas/Fort Worth area, Denver, Honolulu, Miami, Orlando, Phoenix, and the Washington, D.C., area. The firm employs more than 100 full-time staff, including more than 85 professional aviation consultants.

What distinguishes R&A in airport consulting is our sole focus on the aviation industry, our responsive approach to delivery of services, and our commitment to supporting our clients, beginning with preliminary planning and continuing through design support, federal processing, financing, and project construction. R&A's management philosophy places our first priority on client needs and the delivery of services in a way that builds long-term successful client relationships. Our approach to service delivery emphasizes working with our clients to ensure that products and recommendations are responsive to client goals and objectives. This partnership approach is a critical aspect in achieving client satisfaction and one of the reasons for our success. Nearly 90 percent of R&A's assignments are from repeat clients, evidence of the quality of services we provide, our professional reputation, and the relationships we've built.

The diverse backgrounds of our senior staff, along with their individual expertise, qualify R&A to provide comprehensive aviation consulting services for airports of all sizes. R&A's officers average 28 years of commitment to the aviation industry, having worked as consultants and problem solvers for airport operators and airlines, as well as for the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). The consulting services offered by R&A range from broad problem-solving consulting to specialized technical analyses in the following areas:

- Airfield Analysis and Planning
- Airport Business and Financial Services
- Airspace Analysis and Planning
- Credit Rating Support
- Environmental Services
- Forecasting
- General Advisory Services
- Land Use and Development Planning
- Landside Planning
- Management Support Services
- Noise Analyses
- Operations Research
- Regulatory Assistance
- Strategic Planning
- Sustainability Services
- Terminal and Facilities Planning

Riedesel Engineering, Inc. is a full-service engineering firm with a business focus on supporting local agencies with their Aviation needs in a professional manner and culture. Since the formation of Riedesel Engineering, Inc. in 1984, the firm has grown into a corporation that has strengthened its regional reputation for providing quality, efficient, personalized service to its clients in a timely and cost-effective manner. We obtained this reputation by establishing high standards for technical expertise in our employees and believe in the need for continuous improvement in relationship building.

Riedesel Engineering, Inc. is an employee-owned company that currently maintains a team of 30 engineers, planners, technical and clerical personnel whose major responsibility is airport and roadway improvement projects. Riedesel Engineering, Inc. currently serves all of Idaho, eastern Washington, northern Nevada and northern Utah through our offices in Twin Falls, Meridian, and Lewiston Idaho as well as Richland, Washington. Riedesel Engineering, Inc.'s primary focus and vision has been based upon aviation.

We have the capability to handle projects of any size, yet we are small enough to guarantee hands-on participation by the firm's management and design team. We will tailor our services to meet your schedule and project requirements, while providing the necessary engineering required for the successful completion of your airport improvement projects.

We stay current with state and federal regulations, policies, and procedures in order to provide quality products—from initial concept planning, design, construction and project closeout. Our consistent service and solutions have allowed us to establish long-term professional working relationships at the Idaho Airports we serve.

Terracon provides geotechnical, environmental, construction materials engineering and testing, and facilities services for public and private clients from more than 140 offices nationwide. The technical resources of our 3,000 person firm can provide additional support for work performed out of our Boise, Idaho office. The Boise office was started in 1992, and has specialized in providing geotechnical and pavements engineering services for public projects throughout the State of Idaho, including airport projects. This experience has allowed us to gain a thorough understanding of Idaho geology, local construction practices, and preferences of our local clients.

Terracon has performed geotechnical engineering services for many airport projects throughout Idaho, including at the Magic Valley Regional Airport in Twin Falls. This experience at the Magic Valley Regional Airport includes the rehabilitation of various aprons and the construction of a new apron, construction of a new base building, and extension of Taxiway D.

(vi) Capability of Home Office

(Local Boise Office)

Boise is the local home office and headquarters for CSHQA. Boise is where we will perform most of the work. The CSHQA personnel listed in this proposal are located in Boise with a staff of more than 70 employees, including Architects, Engineers and support staff. We have the manpower to complete this project according to your schedule. We have other ongoing work in Twin Falls and we have the capability to be on site within 2 hours. In addition, Riedesel Engineering Inc. has a local office in Twin Falls and can respond to issues immediately if required.

(vii) Evidence of Established and Implemented Affirmative Action Program and Experience with DBE Requirements.

Overview/Hiring Procedures

CSHQA is committed to the concept and practice of equal opportunity and affirmative action in all aspects of employment and as such we develop, implement, and administer programs designed to support this practice. All personnel actions (employee and applicant) are based on individual qualifications (knowledge, skills, abilities, education, work experience) and performance and are made without regard to race, color, religion, gender, national origin, disability, veteran status or any other class(es) protected by local, state or federal law. Reasonable accommodations are made for qualified individuals with disabilities providing it does not cause undue hardship on the organization.

Every member of management shall carry forward CSHQA's policy of nondiscrimination, equal employment opportunity and reasonable accommodation. In addition, all employees are expected to conduct themselves in a manner that supports and promotes the firm's policies with regard to these areas.

EEO Information Dissemination

CSHQA's EEO policy is formally disseminated to employees via a written policy in the firm's Employee Handbook as well as postings on office bulletin boards. In addition, we include "An Equal Opportunity/Affirmative Action Employer" (or its abbreviation) as well as EEO policy statements in employment applications, job postings, advertisements and recruiting materials as appropriate.

Training/Promotional Programs

CSHQA promotes continuing education and professional development by offering all full-time employees with a minimum of one year of service the opportunity to participate in the firm's Education Assistance Program. This program provides financial assistance for both credit and non-credit courses offered through universities and colleges as well as formal seminars and workshops offered through professional societies or training organizations. All employees are encouraged to continue their professional development through formal educational courses.

Complaint Procedures

CSHQA maintains a formal conflict resolution policy, which provides all employees with an avenue to voice comments, concerns, complaints, etc., through the facilitation of fair and equal treatment and effective conflict resolution. If the issue involves harassment or discrimination based on a protected class, employees are encouraged to notify their supervisor and/or the Human Resources Department immediately. In addition, CSHQA maintains an 'open door' policy, allowing employees to bring issues to the attention of management at any time.

EEO Policy

CSHQA is an equal employment opportunity employer, committed to the full deployment of its Employees. Applicants and Employees are evaluated on the basis of job qualifications, not on the basis of race, color, religion, sex, national origin, age, or disability and all other classes protected by local, state or federal law. CSHQA is also committed to hiring and advancement of qualified individuals with disabilities, disabled veterans, and Vietnam-era veterans. This commitment to equal employment opportunity guides decisions related to recruitment, selection, promotion, compensation, training, transfers, and separations, as well as other conditions of employment. Each manager, supervisor, and Employee is responsible for implementing this policy.

The CSHQA affirmative action program seeks to achieve a work force that is representative of qualified persons in each respective labor market in which the Company recruits. For questions regarding the administration of our equal employment opportunity policy and affirmative action programs, please contact the Human Resources department.

DBE

CSHQA is experienced with DBE requirements, and we can meet any goals or minimum requirements established by TWF.

(viii) Contract Terminations and Judgments

Not Applicable. CSHQA has no contract terminations or judgments in the last 5 years.

(ix) Other Information

We wish to provide additional information to expand on required elements and to detail our understanding, expertise and commitment to your project, including:

- A. Project Understanding and Approach**
- B. Assuring Quality, Meeting Budget and Schedule**
- C. Understanding of Local Materials and Construction Methods**
- D. Team Workload and Commitment**

A. Project Understanding and Approach

Understanding Your Airport

Joslin Field, Magic Valley Regional Airport (TWF) and other non-hub airports operate much differently from their small and medium-hub neighbors. This may seem trivial, but the need to understand the difference is essential to the success of your program. The CSHQA team has relevant non-hub and general aviation (GA) experience including: Bloomington-Normal International Airport, Medford-Rogue Valley International Airport, and Grant County Regional Airport. Some of the unique characteristics of non-hub and GA airports include:

- Local communities, airlines and other users of the airport are partners with the airport. Making things work collectively is a high priority.
- Airport staff is limited; so many airport employees perform more than one function. To operate effectively, the facility must be functionally efficient with an added emphasis on low maintenance finishes and systems.

- Airlines operate on a “pulse” schedule, which means there are peak periods or windows during the day and evening that account for the majority of the daily passenger traffic. Staffing for peak periods is challenging and requires multi-functional staff positions.
- The facilities are not run 24/7. Most non-hub airports close services after the last inbound flight and reopen for the first morning outbound flight.
- Passengers expect the same level of services that larger airports offer.

Working from Master Plan to Implementation Plan

A key member of our design team, Ricondo & Associates Inc., was responsible for preparing the FAA Master Plan Update for TWF that was completed in December 2012. Our team has an intimate understanding of the master plan and the recommendations to expand and redesign some areas of the existing terminal building to meet current and future demand capacity within the planning period, in addition to improving efficiency, improving baggage and passenger screening, restoring airline ticketing expansion space and generally improving the passenger experience in the terminal building. Following is a summary of the improvements we understand this project may include.

- Provide additional sterile hold room area to accommodate potential peak-hour enplaned passengers. The existing hold room is undersized with inadequate circulation, in large part due to the passenger screening space that was enlarged following 911.
- Add restrooms to the sterile hold room. The existing hold room does not have restrooms, making it difficult for passengers to remain in the hold room for an extended period of time prior to boarding the aircraft. This results in passengers waiting to proceed through the checkpoint until it is time to board the aircraft, which results in congestion at the passenger screening check point and potential for delayed flights.
- Possibly add a food and beverage concession to the hold room (snack bar). A snack bar is a desirable amenity that would improve the passenger experience and encourage passengers to move through the passenger screening check point in advance of the boarding time.
- Preserve additional passenger screening area to accommodate additional passenger screening equipment and a potential second screening lane. TSA requirements continue changing, with evolving protocols, processes, and advancements in technology and equipment. The design to expand the sterile hold room space should incorporate adequate space for passenger screening, so that future expansion of the passenger screening area does not impose on adjacent spaces.
- Provide additional area to move baggage screening behind the ticketing back wall. The existing ticket lobby configuration for ETD baggage screening equipment, TSA personnel and sterile area for baggage is restricting space for passenger circulation and queuing at the ticket counters. The original ticket lobby design did not provide adequate space for this type of arrangement. In addition, it is more difficult for TSA personnel to function and maintain control over sterile baggage in a public space. The “behind-the-wall” EDS and/or ETD baggage screening solution could include a stand-alone EDS configuration or as part of a mini-inline EDS system.
- Improve the efficient flow of passengers in the terminal ticketing area. Efficient flow of passengers will be restored when baggage screening is removed from the ticket lobby. Some minor remodeling may be required to restore finishes and return the ticket lobby to its original configuration.
- Preserve open ticket counter positions, ATO and baggage make-up space and be prepared for a second airline tenant and possibly a third. The existing terminal building was originally designed for three airlines, but TSA offices currently occupy the third airline space. The design should preserve the third airline position, with the ability to relocate and convert TSA offices if a third airline arrives.

We will start the process with a detailed feasibility study to determine the program, scope of work, budget and funding sources prior to moving forward with detailed design. We will follow a step by step collaborative process to take the project from initial programming through construction as described in the following approach.

Our Approach

To achieve project goals and objectives, the CSHQA team will strive to provide services of impeccable quality. Our team's skill, level of personal attention, care, and dedication cannot be matched. We pride ourselves on providing clients with viable options and helping them to understand the implications of their choices-creating flexible, well-conceived plans by blending design and technology to create your vision. Creating and implementing the framework for planning and expanding the Twin Falls Airport terminal demands:

- Familiarity with issues facing the air transportation industry
- Track record of practical and economical design solutions
- Technical understanding of the existing building structural, mechanical and electrical systems
- Sensitivity and respect for Twin Falls and the community the airport serves

Stakeholders

Involving stakeholders and building consensus are the key components of a successful plan. We will work with the airport to identify all project stakeholders and establish an approved plan for engaging stakeholders. Our team proposes one or two workshops with all stakeholders, early on in the process, to develop detailed programming requirements and explore options that will lead to the ultimate solution. We have found that workshops help to narrow down the concepts quickly, reducing the amount of time it takes to come to a final concept plan.

We will seek and encourage participation and "buy-in" throughout the planning process, not only through work sessions at project milestones, but also as constant, active partners in the process. The information gathering and consensus building process is crucial especially as this project will require attention to phasing and keeping the airport operational with little or no reduction in passenger services.

Design and Construction Process

CSHQA is experienced with the traditional phases of the design process including: programming, concept design, schematic design, design development, construction documents, bidding, construction administration and project close-out. We have effectively and successfully used this process on airport projects including tenant improvements, terminal building expansions and completely new terminal building projects. This incremental design process allows the design team to review the project requirements, budget and schedule with the client at predetermined milestones, to confirm the project is on course or make the necessary adjustments. It's all about keeping everyone informed, providing a quality product and avoiding surprises.

Sustainable Design Practices

We offer specialized experience and technical competence in energy conservation, pollution prevention, waste reduction and the use of recovered materials as an integral part of CSHQA's established "Sustainable Building Practices." We have LEED accredited architects and engineers, with projects that have achieved LEED certification (certified, silver, gold and platinum) as well as Green Globes certifications.

We begin sustainable design with planning, setting goals and standards, and securing team-wide commitment. No one discipline or vendor is responsible – our process of integrated design is derived from a multi-disciplinary approach where every stakeholder plays a role in achieving sustainability.

Our process takes a holistic look at all the building components. For instance, we may compare increased insulation to improved mechanical systems to determine bottom line costs and energy usage. The best choice most often lies in the context of numerous variables such as cost of modifications, building age, and use. Life cycle cost analysis allows the owner to evaluate the long term costs compared to the initial cost investment. CSHQA mechanical and electrical engineers are skilled at modeling these systems during the schematic design phase.

Project Communication

For the distribution of information and documentation and the production of the design drawings and specifications, the team will establish a web-based FTP site as a clearing house and depository for all documents associated with the project.

Each team member including the City of Twin Falls and the Airport will have access to this site to monitor progress, stay informed of developments with the project, check status of submittals, coordinate design efforts, and maintain quality control of the documents.

Project Phasing

We understand your airport must remain 100% operational through all phases of this project. We have experience phasing airport projects, from simple tenant improvement projects to large scale complex phasing programs for terminal expansion and complete terminal replacement. We will work with the airport and stakeholders to develop detailed phasing plans to ensure the highest level of passenger service is maintained throughout your project. It is critical for the project phasing to be identified and documented on the construction drawings so that all project members, including tenants and the bidding contractors, understand what is expected. Consider the following when planning the phasing of the project:

- Design and construct infrastructure that allows for future flexibility.
- Determine the minimum clearances required to maintain operations.
- Plan temporary construction, lighting and utilities to keep the airport functioning.
- Plan for temporary way-finding signage to direct operations through or around construction areas.
- Plan for and expect construction to take longer than typical construction where the contractor is given full access to the site.
- Provide space for contractor material staging adjacent to the building site.
- Provide time for the contractor to pre-order material so it is on hand and ready to go. Avoid delays.

B. Assuring Quality, Meeting Budget and Schedule

Quality of Work

Quality results begin with quality in service. At CSHQA the quality of our construction documents is simply the printable result of many quality decisions made through the duration of your project. We listen and engage shareholders to set the stage – to ensure we are designing the project that you need and desire. We document and share information to keep everyone on the same page and to catch potential opportunities, or misses, sooner rather than later. We pre-plan our submittals for local permitting entities and utilities to get it right the first time. We meet deadlines at every phase so the team is not pushed into rushing or taking short-cuts at a later date. We choose materials and systems that fit the project parameters, budget and purpose of the facility. We collaborate with all team members and set the bar high for their best efforts. We manage a fully-integrated team to design a fully-integrated building where all systems contribute to sustainability, high performance and long-life.

In the end this emphasis on a quality process of communication, engagement, expertise and creativity is reflected in the final work products. CSHQA is known for delivering highly constructible designs and comprehensive documents.

Cost Control

Cost control begins from day one. Consistent and clear communication within the project circle is the key to establishing and controlling costs on any project. We maintain an ongoing awareness of both budget and schedule control including updates on the agenda at project management meetings. We communicate conflicts in the schedule and/or budget and work with our clients to organize recovery methods as early as possible.

For the Airport Terminal project we will provide an opinion probable construction cost at each design stage milestone. We will keep a pulse on current market conditions, help anticipate trends that may affect costs, and offer ideas on cost savings (value selection or bid alternates). During the design phase the City will have options to add, change, or delete various components as needed or desired to reflect the current budget requirements.

As construction documents proceed CSHQA often uses the services of a qualified local contractor to verify bidding climates, address specific project scope items, and evaluate the appropriateness of bid alternates. We will confirm and validate the cost estimates for building systems, labor rates and material unit costs to make sure they are in line with the project goals.

Meeting Schedules

Project schedules are coordinated with the team (designers, vendors, owner, etc.) with clear deliverables and expectations defined in shared scheduling files and/or applications. Open and frequent communication keeps all parties aware of the schedule status and their part in meeting deadlines. Scheduling is an integrated part of our design process, which starts with developing a project schedule with milestones for each design stage. We will update and adjust the schedule at each milestone to insure that the project stays on schedule.

C. Understanding of Local Materials and Construction Methods

CSHQA is Idaho based and brings a long history and valuable experience to the table in identifying the most appropriate and cost-effective local construction methods and materials for this project. We have broad experience throughout the United States and understand the importance of designing buildings using locally available materials and construction methods.

The concrete masonry units and precast concrete structural components used in the existing terminal building create both benefits and limitations for modifying the existing building structure. Our design team includes the original building architect, Harold Gerber, to help identify specific construction issues that may not be readily apparent by simply reviewing as-built construction drawings. Based on extensive experience with airport facilities, we understand the need to use durable, cost effective and maintenance free materials and building systems that match up with the function of the building. This is an expansion and remodel project that will not touch some existing parts of the terminal building. With this in mind, we will design modified portions of the building to blend in and complement the existing building design and finishes.

D. Workload

Our current workload allows us to give our immediate attention to the TWF passenger terminal building project. Our team is committed, and we are dedicating our staff to your project from beginning to completion. We are committed to meeting your schedule and budget. Following is a chart identifying our anticipated staff commitment to your project. These numbers are flexible and can increase to meet the demands of the project as required.

Team Member	Title	Firm	Location	% Time
Martin Hahle	Principal-in-charge	CSHQA	Boise, ID	20
Larry Myers	Project Manager	CSHQA	Boise, ID	50
Gerald Gunny	Structural Engineer	CSHQA	Boise, ID	20
Steve Hardy	Mechanical Engineer	CSHQA	Boise, ID	20
Amy Dockter	Electrical Engineer	CSHQA	Boise, ID	20
Jay Romlein	Communications/ Wireless	CSHQA	Boise, ID	20
Jason Apt	Financial Planning	Ricondo & Associates, Inc.	Moscow, ID	10
Chad Townsend	Master Plan Coordination	Ricondo & Associates, Inc.	Washington, D.C.	5
Marty Gergen	Civil	Riedesel Engineering, Inc.	Twin Falls, ID	20
Jared Leavitt	Surveying	Riedesel Engineering, Inc.	Twin Falls, ID	5
Ryan Olsen	Geotechnical	Terracon	Boise, ID	5
Tim Higley	Cost Estimating	CSHQA	Boise, ID	10

The CSHQA team offers the resources, knowledge, flexibility and capacity to accomplish your project.

- We bring demonstrated expertise in successful performance of aviation projects, including terminal planning and design projects with airports in Boise, ID, Grant County, OR, Fresno, CA, Medford OR, Bloomington, IL, and Reno, NV and Spokane WA.
- As a full-service design firm CSHQA emphasizes integrated design to deliver an exceptional level of coordination. This results in quality bids and constructible designs.
- We are committed to maintaining a high level of passenger service/airport operations and serving the Airport and City of Twin Falls throughout the duration of this contract.



Contact:

Martin Hahle, AIA
200 Broad St
Boise, ID 83702
(208) 343-4635
martin.hahle@cshqa.com
www.cshqa.com





Statement of Qualifications for
Architectural/Engineering Services for
Joslin Field, Magic Valley Regional Airport
Terminal Building Modification Project

November 14, 2013



In association with:
EHM Engineers, Inc.
Laughlin & Associates Architect, CHTD.



4700 S. Syracuse Street, Suite 300
Denver, Colorado 80237
Phone: 303 • 409 • 9700
Fax: 303 • 409 • 9701

November 12, 2013

William Carberry, Airport Manager
Joslin Field, Magic Valley Regional Airport
P.O. Box 1907
Twin Falls, ID 83303

Re: Request for Qualifications by the City of Twin Falls for Architectural /Engineering Services for Joslin Field, Magic Valley Regional Airport Terminal Building Modification Project

Dear Mr. Carberry and Members of the Selection Committee:

With the recent completion of the Joslin Field, Magic Valley Magic Airport Master Plan Update, the Airport Advisory Board is at a threshold at which a strategic plan to improve your terminal building is essential. A strategic plan is needed, not only to determine the size and layout of preferred building modifications, but more importantly, to guide the Airport Advisory Board in taking the actions to secure adequate funds to implement your program.

Although the Joslin Field Terminal was rebuilt in 1996 to meet the air transportation needs of the time, the events of September 11, 2001 significantly changed the operation and passenger flows within the building from what was originally intended. Presently, the space requirements and location of the TSA security screening checkpoint significantly complicates the passenger experience in many ways. Less building space is available for passenger and airline services due to the presence of TSA offices and screening checkpoint. The hold-room is congested during peak times, concession and restroom amenities are not available in the secure hold-room, checked baggage screening is inefficient for airline operations, while passenger queuing and circulation conflicts occur regularly.

There are several distinguishing reasons why **RS&H Idaho, P.C. (RS&H)** is best qualified to address these issues than any other consultant.

- **Experienced Project Manager:** For the Magic Valley Regional Airport Terminal, RS&H has assembled a team of experts to guide you from concept to implementation. The RS&H team will manage your project to achieve a solution that balances functionality and aesthetics with your budget. The proposed project manager for your assignment is **Mr. Michael Spitzer**, NCARB, AIA, LEED AP BD+C. Michael is registered in Idaho and has more than 27 years of experience in leading airport building programs worldwide as a terminal planner and architect. Mr. Spitzer offers TWF an in-depth perspective of airport terminal environments. Mr. Spitzer's terminal planning and architectural experience has given him a very pragmatic approach to terminal development – not just what looks good on paper, but “real world” planning that appropriately assesses what will work under actual operational and fiscal conditions. Mr. Spitzer's understanding of the existing structural design will ensure that the future expansion elements are integrated into your existing facility. Through his many projects redesigning bag screening and security screening checkpoints, Michael worked closely with the TSA to get funds, for improvements at Eugene and other Airports.
- **Recent and Relevant Terminal Experience:** The RS&H Team assigned to your project has an exceptional reputation for enhancing terminals throughout the Northwest and Intermountain Regions. RS&H has an extensive history of planning and designing solutions on projects with issues exactly like yours. RS&H airport planners and architects are renown throughout the country for their prolific experience on airport projects that modify, renovate and expand terminals at small- and medium-sized airports. The planners,

architects and engineers within the RS&H Aviation Service Group derive their strength by working only on airport projects. RS&H aviation planners and architects don't design schools, hospitals, or offices; RS&H specializes in terminal buildings. That means the RS&H subject matter experts that are assigned to your project will be more responsive and can develop better airport solutions, faster.

- **Capability to Perform All Aspects of the Project:** RS&H is one of the industry's leading full-service aviation consulting firms with a nationally recognized Aviation Building Services Group. RS&H is an employee-owned firm that employs over 160 aviation specialists. The strength of the RS&H terminal planning and design practice provides us with the breadth of resources and expertise to address terminal issues of any size. That means we can bring to your project a qualified subject matter expert for every discipline needed to address any issues that might arise on your project.
- **FAA AIP Funding Experts:** The opportunity to correct your terminal deficiencies will be limited by the ability to secure funds. Since project funding is such a critical issue, RS&H is assigning Mr. Jim Borsari to assist you in the process of securing AIP and PFC funds for your terminal project. Prior to joining RS&H, Mr. Borsari spent 30 years with the FAA as the recognized final authority on AIP/PFC project eligibility. During his tenure at the FAA he co-authored the Airport Improvement Handbook. This means no one knows the maze of project funding better than Mr. Borsari, and he will use his contacts within the FAA to explore opportunities and lobby to fund your project. Mr. Bosari provided similar services at Duluth International Airport where he was successful in obtaining greater FAA funding than originally anticipated.
- **Local Twin Falls Expertise:** The expertise that local resources provide on a project is invaluable. For that reason, RS&H has teamed with Roger G. Laughlin & Associates Architects, CHTD. and EHM Engineers, Inc. to provide local architectural, geotechnical and survey services on your project. RS&H and these local firms will coordinate with the Twin Falls Airport engineering consultant to ensure smooth interface between the architectural and engineering elements.

RS&H has a strong portfolio of recent airport terminal projects, all of which received recognition as Project of the Year during 2013. Terminal projects were performed at Gainesville, Duluth, Peoria, and MBS International Airports. These projects received awards because of their effective solutions, and being completed within budget and on schedule.

RS&H Idaho, PC, a wholly-owned subsidiary of **Reynolds, Smith and Hills, Inc.**, is pleased to present our Statement of Qualifications to provide Architectural /Engineering Services for the Joslin Field, Magic Valley Regional Airport Terminal Building Modification Project. We are eager to form a positive relationship with you as we pursue successful solutions for your terminal expansion and funding needs. Our qualifications are best demonstrated through our approach to cost effectively address your terminal enhancement issues, help you to understand the project costs and lobby with you to obtain FAA funds.

We are continuously committed to finding better ways of providing airport services, ensuring client satisfaction, and improving communication. Our philosophy is simple – deliver exceptional work, maintain deadlines, meet the budget, and exceed expectations. Thank you for your favorable consideration of our Statement of Qualifications. Please contact me directly at 303-409-7921 if you have any questions.

Sincerely,



Jeffrey J. Warkoski, PE
Vice President – Aviation

Identification of Respondent

- (i) *Full, correct, legal name and type of business entity of Respondent, and, if applicable, the Respondent's state of incorporation or organization.*

RS&H Idaho P.C.
Corporation, incorporated in the state of Idaho

- (ii) *Address (street and mailing) of Respondent.*

4700 S. Syracuse Street, Suite 300
Denver, CO 80237

- (iii) *Name of Respondent's representative for purposes of notice or other communications regarding the Proposal. If the address of Respondent or name of Respondent's representative for purposes of notice or other communications regarding the Agreement will be different from the above, such other address or name must be provided.*

Jeffrey J. Warkoski

- (iv) *Telephone and facsimile numbers and email address for Respondent and, if different, for Respondent's representative regarding the Statement of Qualifications and the Agreement.*

Ph: (303) 409-9700 x7921
Fx: (303) 409-9701
email: Jeff.Warkoski@rsandh.com





1

Capability and Experience



1 Capability and Experience

RS&H Aviation Program

Founded in 1941, RS&H is a leader in the aviation industry, providing services to airports of all sizes, from offices in 36 cities nationwide. Ranked 12th largest aviation consultant by Engineering News Record, RS&H has more than 160 full-time subject matter experts who specialize only in airport planning, architecture, engineering, and environmental matters. This means that RS&H terminal planners and architects are more familiar with airport terminal operations and issues, which makes them better prepared to evaluate viable concepts and generate innovative, cost effective solutions.

RS&H subject matter experts are highly respected throughout the aviation industry and have prepared countless industry documents and guidelines. For example, the FAA selected RS&H to lead the re-write of FAA Advisory Circular 150-5070-6B *Airport Master Plans* because of the firm's depth and breadth of airport planning capabilities. The firm's associates lead the industry in numerous important positions, including holding board and senior-level positions at both the national and chapter levels for the American Association of Airport Executives, past chair of Airport Consultants Council, and Associates Board member with the Airports Council International-North America. In addition, a number of the firm's associates are former airport managers and FAA administrators who bring a unique perspective to project funding.

RS&H recognizes that a successful aviation system can be the cornerstone of a community's progress, providing access to the global marketplace, serving as a major economic stimulus, and projecting the desired image of the community to visitors. By understanding these opportunities and responding to the needs of the aviation industry, RS&H has developed a worldwide reputation for project success.

RS&H has been performing capital project services, including airport engineering, master plans, and terminal designs for more than 70 years. Our broad aviation expertise includes providing planning services to both commercial service and general aviation airports ranging in size and complexity from small and medium airports such as,

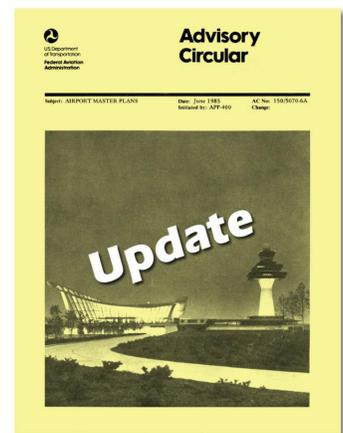
- Pocatello, Idaho
- Eugene, Oregon
- Boise, Idaho

to larger airports such as,

- Spokane International
- Salt Lake City International
- Denver International Airport

As a full-service aviation consulting firm, RS&H enjoys its own industry leading, multidisciplinary staff of engineers, architects, planners, environmental scientists, and technical support personnel. Combining the broad expertise of subject matter experts in each of these disciplines means that the concepts and analyses prepared by the RS&H Team will be fully integrated to ensure a balance between landside, terminal and airside operations. Coordination between the aviation disciplines results in better solutions that promote adequate space, smooth transitions, and continuity between the distinct functions of landside vehicle flow, interior terminal passenger circulation, airline ticketing, security processing, hold room waiting, and aircraft parking.

RS&H terminal planners and architects are familiar with airport terminal operations and issues, which makes them better prepared to evaluate viable concepts and generate innovative, cost effective solutions.



RS&H was selected to lead the re-write of FAA Advisory Circular 150-5070-6B Airport Master Plans for the FAA because of the firm's depth and breadth of airport planning capabilities.

Coordination between the aviation disciplines results in better solutions



The RS&H Aviation Program is organized to provide the services generally needed by its aviation clients. These include:

- **Planning** – conceptual planning for terminal renovation and expansion, customer service level analysis, passenger flow analysis, terminal/apron coordination, financial analysis, security planning, aircraft parking analyses, safety management systems, strategic plans, and master plans.
- **Buildings** – baggage handling systems, TSA passenger and baggage screening, passenger amenities and concessions, airline ticketing, hold-rooms, and terminal design services.
- **Funding** - AIP and PFC funding and grant management support.
- **Airfield** – runways, taxiways, aprons and drainage.
- **Environmental** – EIS and EA studies, NEPA environmental processing, environmental checklists, and permitting.

One of the strengths of RS&H is the full-service of aviation-specific architects, engineers, planners, and environmental specialists, all working together to generate innovative, cost-effective options for the airport.

Project Understanding

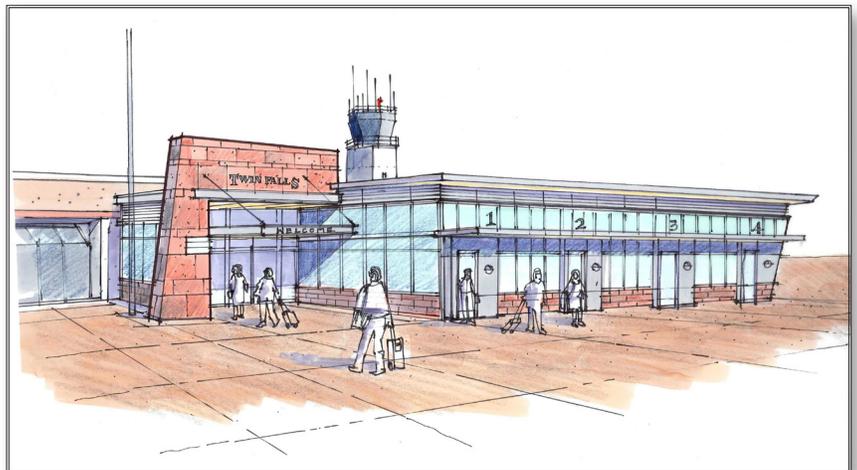
RS&H's qualifications and capabilities are best demonstrated through its understanding of your program needs and our approach to providing solutions that are specific to your project. This provides credibility and assurance that our experienced staff will address your specific needs in the most direct and cost effective manner. The following Understanding and Approach demonstrates how RS&H will organize the study effort to provide you the analysis and results you need and expect.

RS&H's qualifications and capabilities are best demonstrated through its understanding of TWF's program needs and approach to providing solutions that are specific to the terminal project.

Twin Falls Joslin Field, Magic Valley Regional Airport is a prominent gateway for travelers who visit the Magic Valley Region. For air travelers, the Airport is often the first amenity they experience when they arrive in south-central Idaho and it is the last facility they encounter as they leave the area; therefore, the Airport becomes a first impression of the community, and these impressions are lasting. Favorable airport experiences will reflect positively on the community and on airport management. Therefore, the customer experience must always be the highest level possible.

At times of adverse weather in the Intermountain Region, the Airport frequently serves as an important diversion airport for commercial flights unable to land at other facilities. However, due to the lack of amenities in the hold room, as well as the location and configuration of the TSA security screening checkpoint, the flights are often unable to deplane to provide passenger services.

While the terminal facilities are well maintained, they were designed and constructed before the era of increased security regulations. Consequently, TSA security processes have altered the smooth flow of passenger circulation, while the space requirements for TSA passenger and checked baggage security screening have consumed valuable terminal space that is needed for other tenant and customer services. The space consumed by the TSA offices and checked baggage screening is located between the hold-room and ticketing counters which limits the ability to effectively modify the hold-room within the existing terminal footprint.

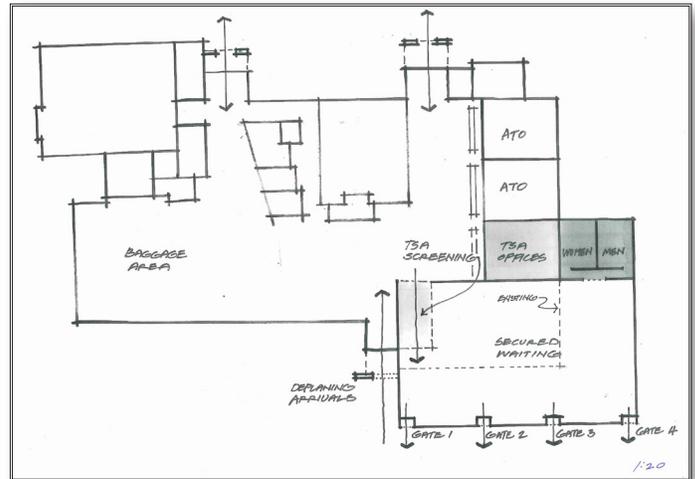


Since more space and amenities are available on the pre-screening side of the terminal, passengers tend to wait as long



as possible before proceeding through the TSA security screening checkpoint. This creates longer queue lines and an unnecessary peak in processing. Also, due to the location of the TSA screening checkpoint, the screening queue lines can conflict with the airline ticketing queue lines.

Finally, recent service provided by Allegiant Air demonstrated that the Airport's market area is able to support a reasonable level of demand for air carrier service. Given the potential for this growth in demand, additional terminal space was recommended in the master plan. The master plan also noted a number of deficiencies in the terminal including: inadequate hold-room space, lack of restrooms in the hold-room, relocation of bag screening behind the ticketing wall, integrated baggage screening, baggage make-up and sortation, lack of a bag take-away belt behind airline ticket counters, improve passenger circulation throughout the terminal, inadequate space to replace explosive trace detection with explosive detection systems, and insufficient space for passenger checkpoint screening.



RS&H is a full-service, multi-discipline firm that has the resources and experience to transform your project from a planning concept into reality. RS&H has advanced numerous terminal programs similar to Twin Falls from concepts to successful and efficient facilities. RS&H is structured with a cohesive team of planners, architects, and engineers, who frequently work together on projects, to provide efficient and seamless coordination of issues.

RS&H has a number of strengths to ensure a thorough analyses and timely completion of your project. These strengths are derived from key personnel's extensive experience and understanding of the principles guiding the planning design, operation and construction of airports. RS&H strengths include:

- Understanding Airport Management Goals
- Understanding Airport and Airline Operational Objectives
- Understanding How to Phase and Construct Facilities with the Least Impact to Customers and Tenants

RS&H uses these strengths to develop and evaluate alternatives so that we can expedite the analysis and obtain stakeholder support without controversy. RS&H approaches its planning and design assignments with these airport management goals as guiding principles.

Understanding Airport Management Goals

RS&H understands that the primary responsibility of the TWF staff is to facilitate safe and secure operations. This duty must be achieved while providing clean and efficient facilities that offer high levels of customer service and at the same time are financially responsible. RS&H knows that airlines are constantly mindful of rising lease rates and as such RS&H's development concepts and alternatives are approached with consideration of managing costs to acceptable levels.

The Terminal Modification Project must resolve the issues of hold room congestion, hold room amenities and checked baggage screening, as well as accommodate future growth in the most cost effective manner. The concept must create facilities that are convenient, provide logical customer flows, provide a balanced level of service for all passengers, and be easily expandable, aesthetically pleasing, and implemented within your budget.

Understanding Airport Operational Objectives

RS&H understands that the financial well-being of the airlines and other tenants depends on operating continuously, without disruption, in order to maintain profitability and a competitive edge. Key personnel for this team know that even minor disruptions in service can cause airline flight delays and dissatisfied customers. For these reasons, RS&H develops and evaluates concepts to guarantee that projects can be implemented in a way that does not degrade airport safety, security, or operational capacity.

RS&H develops concepts to guarantee that projects can be implemented in a way that does not degrade airport safety, security, or operational capacity.



Understanding Project Phasing

All RS&H planning concepts include logical phasing plans that show the step-by-step actions for project implementation to create the least amount of impact to airline and tenant operations. During the design phase, RS&H will create phasing plans to ensure that before any operation is taken out of service, replacement facilities are already fully operational. RS&H's focus on operational continuity will ensure that all customers (passengers, meters/greeters, employees and tenants) will always have the highest level of customer service throughout project implementation. The RS&H Team proposes to address Airport Board and staff concerns by meeting before any phasing concepts are initiated. By doing so, the RS&H Team will understand concerns and will incorporate solutions that address them. Disruptions that could impact a tenant's operation, such as a power outage, will be scheduled at night or during other off-hours so as to avoid or minimize the potential impact. Ample advance notice of possible impacts is always provided to tenants so they are aware of and prepared for the activity.

Project Approach

To meet the goals of the Airport Advisory Board, RS&H will include the following services as part of the terminal modifications evaluations.

- **Facility requirements** – the facility requirements included in the Master Plan Update will be validated and expanded upon, as necessary, to develop a detailed set of requirements that include both space and equipment needs.
- **Coordination** – the interests of airport stakeholders (i.e., airlines, TSA, tenants etc.) will be coordinated to determine specific space and equipment requirements, as well as optimize operational requirements, such as facility location and passenger flow. RS&H will use its extensive experience with the TSA to determine the specific types and numbers of equipment that are expected to be implemented at the Airport, for both passenger and baggage screening. Terminal modifications will be developed to accommodate the changing screening technologies, as well as the space and operational requirements to provide flexibility for future conditions.
- **Engineering/architectural considerations** – RS&H will use its depth of resources as a full-service aviation consulting company to integrate the analysis of engineering and architectural elements to determine the most feasible expansion areas and tie-ins with the existing structure. The analysis will consider the location and capacity of utilities, structural implications of removing/relocating walls, elevation transitions between the terminal and apron, as well as the aesthetic continuity between the existing facility and expanded terminal space.
- **Changes to existing facility** – RS&H will identify any needed or desired modifications or renovations that should be considered to the existing terminal structure. The analysis will consider leaving the existing terminal structure/layout unchanged, to the extent possible, and adding new space to address deficiencies, compared to a combination of additional space and modification to existing space.
- **Recommended layout plan** – Through an iterative process involving input from the Airport Manager, Airport Advisory Board, and stakeholders, RS&H will evaluate several terminal modification concepts for exterior/interior layout plans, and identify a recommended plan for development.
- **Cost estimates** – Order of magnitude cost estimates will be prepared for each concept to help the Airport select between options. RS&H will provide a detailed cost estimate for the recommended plan that can be used for budget purposes, identifying potential funding sources, as well as to advance to the design phase.
- **Funding** – RS&H will use the developed concepts and cost estimates to coordinate with FAA and TSA, to identify funding opportunities/eligibility, and to develop a feasible funding plan in consideration of available Airport financial resources.

To accomplish these goals, RS&H proposes a team of senior terminal planners that includes former airport planning managers. The RS&H Team's Project Manager, Mr. Michael Spitzer, AIA, NCARB, LEED AP BD+C, has performed similar analysis to Twin Falls' scope of work many times and recently completed a similar analysis for

RS&H will use its extensive experience with the TSA to determine the specific types and numbers of equipment that are expected to be implemented at the Airport, for both passenger and baggage screening.

RS&H will provide a detailed cost estimate for the recommended plan that can be used for budget purposes, identifying potential funding sources as well as to advance to the design phase.



Eugene Airport to recommend numerous terminal improvements dealing with renovation and expansion issues identical to yours, to resolve inadequate facilities, and to enhance passenger experience.

RS&H recognizes that the approval process with airport boards, executive airport staff, airlines, tenants, community representatives, and elected officials is required and can be very time consuming. RS&H has been through these processes numerous times and can avoid troublesome delays by being proactive in the coordination of efforts and analyses.

Based on RS&H's relevant experience with the subject matters outlined in the scope of work, RS&H understands that the terminal analysis must follow a well-defined, methodical process to achieve consensus and obtain required approvals. RS&H's systematic approach is divided into three phases and has a proven track record to ensure tasks are completed with high quality, on time and with stakeholder buy-in the first time.

- **Phase 1:** Project Definition and Coordination
- **Phase 2:** Project Execution
- **Phase 3:** Project Documentation and Approval

Phase 1: Project Definition and Coordination

RS&H will begin your project with a project definition meeting to communicate with the Airport Advisory Board, Airport Manager and other key stakeholders to understand your critical concerns, expectations, schedule requirements, and budget constraints. The RS&H approach considers the specific needs of your airport, its tenants, issues, and will produce a plan that provides the highest and best value to the Magic Valley Regional Airport.

Critical project aspects are defined during the project scoping meeting. All project issues will be prioritized to ensure the most critical aspects are resolved within your budget constraints. Following the initial project definition meeting, RS&H will immediately begin preparing concepts for your consideration.

Phase 2: Project Execution

RS&H leads all planning assignments using a collaborative approach in which key project personnel get early stakeholder participation and input. RS&H proposes to hold several charrettes with Airport management and stakeholders to evaluate several alternatives. The charrettes will take the form of interactive discussions of the issues and possible solutions. As a matter of standard practice, RS&H engages Airport management throughout the process to obtain a thorough understanding of Airport concerns.

After initial concepts are created, RS&H will schedule a concept charrette with the Airport Advisory Board, Airport Manager and key stakeholders to present the concepts and solicit comments for incorporation into the alternatives. Subsequent charrettes will be scheduled as needed to present the revised concepts and solicit additional direction from the stakeholders. Project execution is therefore an iterative process that uses a team approach, obtaining input from all stakeholders to generate the best solutions. RS&H initiates analysis and develops preliminary concepts, receives comments from stakeholders, conducts additional evaluations, refines alternatives, and receives further comment as necessary. This iterative process fosters stakeholder consensus and expedites conclusions.

Project execution is an iterative process that uses a team approach, obtaining input from all stakeholders to generate the best solutions.

Optimizing Flexibility for Balanced Future Expansion

The value of a good plan should be measured not only by its ability to meet current needs, but also by its ability to meet future conditions. RS&H will develop plans that have the flexibility to expand easily in increments to accommodate growth as it materializes. RS&H proposes to optimize the concepts to accommodate demand within the foreseeable future in order to keep initial capital costs low and to obtain funding more readily. This will avoid overbuilding facilities today that may not be fully utilized for several years to come. By optimizing the program today, initial capital costs can be minimized. The process will evaluate the size of each functional area to ensure that the areas are properly balanced for existing and future passenger volumes.



Cost Control

A successful design often depends on beginning with a complete and accurate set of data and documents that provide a full understanding of the existing conditions, including location, condition, and capacities of infrastructure, utilities, structural, and mechanical systems. Many change orders are caused by not having an adequate understanding of the existing conditions and often result in project delays and higher costs.

RS&H proposes to begin compiling an inventory of the existing conditions early in the process to make certain that the RS&H Team has complete records and knowledge of the conditions that might influence planning concepts. RS&H will review the record drawings of the facilities and conduct field surveys and observations to verify that the drawings and field conditions match.

The space allocated for each terminal function will be evaluated to ensure that the optimum amount of space is provided for each building component to balance terminal needs with the available budget. The inventory effort will describe the amount of space that is needed at existing and future planning activity levels, so that the building can be sized to meet immediate needs and be easily expanded to meet future activity levels.

Cost Estimating

Regardless of how good a plan may be, it cannot be successfully implemented until funds are available. RS&H will provide detailed cost estimates of the program that reflect the most current local bid environment. The detail will show how much of each program element is eligible under AIP and PFC regulations, to provide you with a detailed financial plan that shows how much of the program can be funded using AIP grants and PFCs, and how much needs to come from other sources. The conceptual cost estimates will be used to guide the planning and financial team in determining the size of facilities that can be afforded. The final implementation plan will reflect the optimum balance between the size and scope of the building and the airport program budget.

Functional Analysis

The success of Terminal Modifications Project is dependent on selecting a consultant that understands the operational and functional processes that guide terminal design and that has the extensive experience to develop realistic solutions quickly and within the Airport budget. RS&H will evaluate the placement and inter-relationships of all terminal facilities to ensure the best operational efficiency and highest levels of customer service. Alternate locations and configurations for security screening will be evaluated to determine how to optimize functionality and minimize costs.

Maintaining Schedule

RS&H controls the quality and delivery of assignments by monitoring the work being performed on a weekly basis. Mr. Spitzer, RS&H Team project manager, believes in the saying, "Things that get measured; get done." To "measure" task completion, RS&H holds bi-weekly status meetings with appropriate team members and Airport representatives to monitor project progress, address issues, and resolve problems. Everyone who is responsible for an assignment is included in the meeting so each individual understands how they affect project success. The goal of the RS&H "Action Tracking" meeting is to make certain that actions are being completed when they are needed. The results of the weekly status meetings are reported to the Airport staff to ensure that the RS&H Team's progress is communicated.

Phase 3: Project Documentation and Approval

Project documentation is also an iterative process that involves developing and submitting draft reports and analysis throughout the study effort. To ensure timely completion of your project, RS&H will prepare interim "white paper" reports that summarize the analysis conducted and decisions being made as they occur. The white papers are submitted to the Twin Falls Airport Manager prior to meetings. Each draft is revised based on comments received from the Airport and its stakeholders. Our approach ensures that early input is received from the Airport and that continual progress is being made on report writing throughout the study process.

Before each document is submitted to the Airport, a thorough quality control review of the analysis and text is performed. RS&H understands the need to be flexible and is ready to revise documents based on Airport comments.





2

Recent Successful Experience



2 Recent Successful Experience

RS&H has extensive terminal building expansion and modification project experience, as evidenced by the representative selection of projects included in this proposal. On the following pages is a selection of RS&H's terminal projects involving planning, expansion, and modification for non-hub and small-hub airports, with the most recent and relevant of these projects highlighted in greater detail. Many of these assignments are longer term assignments drawing on the full-depth of RS&H's multidiscipline planning and programming capabilities and addressing a wide variety of terminal subject areas. This multidisciplined approach helps the firm anticipate the needs of our clients and enables us to specialize in assisting our clients in implementing projects and needed improvements.

The RS&H Aviation Program specializes in terminal buildings.

RS&H also has history in planning and designing solutions for terminals at small and medium sized airports that have issues exactly like yours. RS&H airport planners and architects have extensive experience on airport projects to expand hold-rooms, reconfigure passenger security screening, improve concessions, modify restrooms, reconfigure terminal processes to improve passenger flow and services, and integrate expanded building components with existing building architecture. The planners, architects, and engineers within the RS&H Aviation Program derive their strength by working only on airport projects – they don't design schools, hospitals, or offices – they specialize in terminal buildings. That means the RS&H subject matter experts will be more responsive and can develop better airport solutions, faster.

Over the past five years, RS&H has completed nearly 200 terminal projects representing nearly \$900 million in construction.

Over the past five years, RS&H has completed nearly 200 terminal projects representing nearly \$900 million in construction. The airport terminal planning and architectural, engineering assignments provided in this section illustrate RS&H's most recent and relevant experience. Each of these projects involved extensive coordination with the FAA, airlines, TSA, and other key stakeholders at the airports.

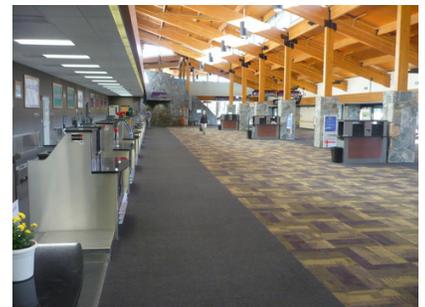
RS&H prides itself on long-standing client relationships stemming from the commitment to providing quality work on every project and being able to fulfill all of an airport's facility development needs easily, quickly, and in a coordinated fashion. Below is the RS&H experience most comparable to Joslin Field, Magic Valley Regional Airport, followed by a list of recent terminal projects completed within the last three years.

Based on recent discussions with the Airport Manager at Magic Valley Regional Airport, and due to the large number of airport engineering and planning projects performed by RS&H, only airport terminal planning and design projects that most resemble TWF's specific project issues are shown.

Terminal Expansion | Bozeman Yellowstone International Airport

Why Relevant: NW Mountain Region/Helena ADO, Project on-time and on-budget, detailed concept study, detailed cost estimates, ticketing, baggage, FAA eligibility coordination, and TSA bag and checkpoint screening coordination.

As part of an overall Airport Master Plan Update, RS&H provided a rigorous evaluation of the passenger facilities to guide the selection of the preferred long-range plan to meet the forecasted growth in passenger activity. Recommended elements of the plan included expansion of the terminal building to double the passenger capacity, including all associated landside, roadway, and access improvements.



RS&H was selected as part of a team to provide architectural services for the design of a \$42 million expansion to the current terminal. A major part of that scope is the interiors for the new expansion which includes a grand central lobby with new food and retail concessions, fireplaces, public seating, and passenger amenities. Ticketing, baggage, and rental car lobbies were also part of the scope.

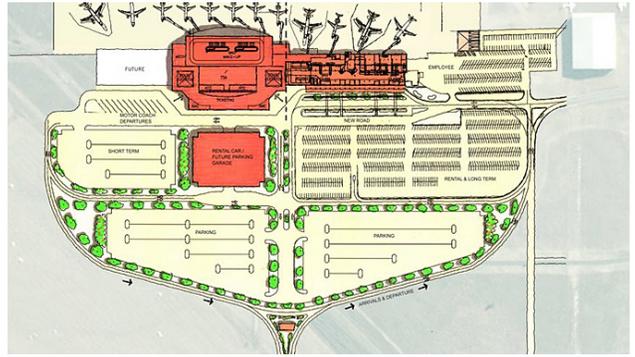


RS&H used a collaborative design process involving the design team, airport staff, and community stakeholders to create an interior design aesthetic that is reflective of the Gallatin Valley community. In this design process, the designers were informed through research and the collection of historical, cultural, and natural images from the area. Design ideas were then explored and visualized through quick concept sketches that helped to set the theme for the project. Selected concepts were then further refined through computer models and renderings.

Key Personnel: Project Manager - Michael Spitzer

Contact: Brian Sprenger, A.A.E., Airport Director, Bozeman Yellowstone International Airport; (406) 388-6632, brian.sprenger@bozemanairport.com

Budget and Schedule: Start - 3/2008, Completion - 12/2011; Est. Cost - \$1,706,616 Final Cost - \$1,706,616



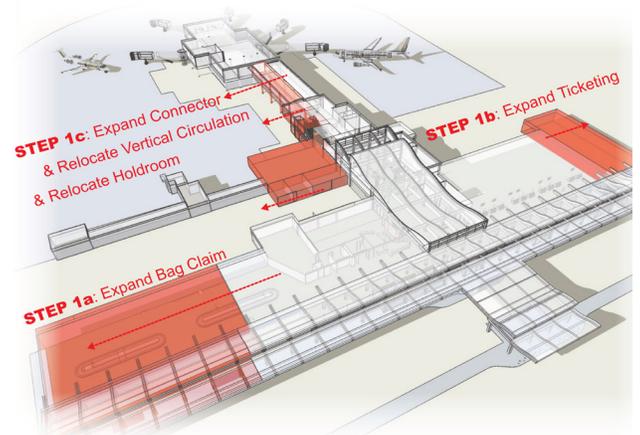
Ticket Lobby and Passenger Screening Remodel | Eugene Airport

Why Relevant: NW Mountain Region/Seattle ADO, on-time and on-budget with challenging budget and schedule constraints, detailed concept study, detailed cost estimates, hold-rooms, ticketing, baggage, FAA eligibility coordination, and TSA coordination for equipment and funds.

The City of Eugene selected RS&H as the prime consultant to provide general consulting services at the Airport. RS&H is involved in several terminal projects for the airport, including a remodel of the ticket counters, TSA checked baggage screening areas, redesign of passenger screening checkpoint, expansion of the bag claim area, reconfiguration of passenger circulation, concessions and passenger hold-rooms, and, most recently, an expansion of the existing terminal.



The recent terminal expansion project required evaluation of a number of terminal improvements, including consolidating airside concessions and establishing a strong relationship between concessions and hold-room, improving the passenger experience along the connector walkway through the addition of hold-room and concessions space, expanding the congested bag claim area for increased passenger volume, a relocation and expansion of the existing passenger screening checkpoint, and subsequent relocation of the B gates hold-room.



The passenger screening checkpoint and exit lane were previously retrofitted into the existing terminal building causing operational issues. The passenger queuing line backs up, blocking movement through the lobby. There is no way to secure the exit lane while maintaining its operation; therefore the Airport is required to staff it full-time. RS&H provided a solution for expanding the screening checkpoint to include adequate space for TSA's Advanced Imaging Technology (AIT) equipment and provided an unmanned exit lane that met TSA security requirements.

Key Personnel: Project Manager - Michael Spitzer

Contact: Timothy Doll, Airport Director, Eugene Airport, (541) 682-6638, tim@flyeug.com

Budget and Schedule: Start - 9/2012, Est. Completion - 12/2013; Est. Cost - \$416,716 Final Cost - on-budget



Terminal Study and Design | St. George Municipal Airport

Why Relevant: NW Mountain Region/Denver ADO, on-time and on-budget with challenging budget and schedule constraints, detailed concept study, detailed cost estimates, FAA eligibility coordination, and TSA coordination for equipment and funds.

RS&H was selected to design a new terminal for a replacement “green field” airport serving the City of St. George in the southwest corner of Utah, near Zion National Park. Services included terminal planning, conceptual design, and full terminal design services for a 34,500-square-foot terminal that will serve the community and be the home of SkyWest Airlines. Based on stakeholder input from the Mayor and City Council the design created a new campus that fits into the local theme and includes a new Aircraft Rescue and Fire Fighting (ARFF) and maintenance facility, in addition to the terminal building.

RS&H was able to complete the design while facing challenges of funding and schedule. The terminal building had a maximum budget of \$8.8 million and a short delivery schedule of 9.5 months. The RS&H design team reviewed the opportunities, and through cost monitoring and reallocation of staff was able to deliver the project early and within the budgetary goal without sacrificing any of the Airport’s goals and objectives. This was done while working in concert with multiple firms designing airfield and landside components. The design leadership process was instrumental in achieving an overwhelming approval by Airport staff and City Council for the architectural aesthetics.

Key Personnel: Project Manager - Michael Spitzer; Aviation Architect – Kevin Stockton; FAA Funding – Jim Borsari; Program Manager – Steve Domino.

Contact: Larry Bulloch, Public Works Director, City of St. George, (435) 674-4287, lbulloch@sgcity.org

Budget and Schedule: Start - 4/2008, Completion - 1/2010; Est. Cost - \$1,081,000
Final Cost - \$1,081,000



Terminal Expansion and Security Checkpoint Reconfiguration | Great Falls International Airport

Why Relevant: NW Mountain Region/Helena ADO, on-time and on-budget with challenging budget and schedule constraints, detailed concept study, detailed cost estimates, FAA eligibility coordination, and TSA coordination for equipment and funds.

RS&H is performing a concept study, at the request of the Airport Authority, to develop design solutions to combine and relocate the two current separate Security Screening Checkpoints (SSCP) into one. The new checkpoint will accommodate three AIT/AT screening lanes and available space for a future fourth lane. Doing so will necessitate terminal expansion to the north to allow for a secure-side circulation connection between the two concourses and associated support spaces.



Through a collaborative process engaging Airport staff, the Airport Authority, TSA, and the FAA, RS&H is proposing an area increase of approximately 20,000 square feet to the 138,000-square-foot existing terminal. The expansion will allow the reconfigured/consolidated SSCP to accommodate passenger enplanements from the existing level of 159,000 up to 310,000. In addition, introduction of air-side concessions, restrooms, and an expanded departure lounge will entice passengers to pass through security earlier, thereby expediting flight check-in and offering the passengers amenities previously unavailable on the secure side.

The architectural expression of the proposed expansion is at once different from and complimentary to the existing while accommodating existing and proposed passenger boarding bridges (PBB). The interior spaces improve the overall



passenger experience with a higher quality of light due to a significant increase in glazing, substantial views, various seating/waiting options, and plentiful opportunities for local art/history displays.

Key Personnel: Project Director - Michael Spitzer, Project Manager – Kevin Stockton; FAA Funding – Jim Borsari; Architectural - Chris Rehwoldt;

Contact: John Faulkner, Airport Director, Great Falls International Airport, (406) 727-6929, jfaulkner@gtfairport.com

Budget and Schedule: Start - 3/2011 Est. Completion - 12/2013
Est. Cost - \$915,711,000 Final Cost - on-budget



Terminal Expansion / Holdroom Expansion | Waco Regional Airport

Why Relevant: On-time and on-budget with challenging budget and schedule constraints, detailed concept study, detailed cost estimates, hold-room expansion, ticketing expansion, FAA eligibility coordination, and TSA coordination for equipment and funds.

RS&H worked in conjunction with the Airport to enhance the customer experience, as well as compliment the architectural style and functionality of the facilities. The projects included planning, design and construction administration services for three building projects. Each facility now fits into a campus-like theme.



- A landside terminal expansion was required to comply with TSA security standards. The terminal expansion consisted of a two-story component that, through unique planning and design, houses TSA facilities on the lower level in space that can be easily transformed to an additional ticket counter in the future. The second-story expansion provides additional airport administration facilities.
- A new 4,916-square-foot hold-room expansion provides the Airport with three gates with proper seating capacity, and two passenger boarding bridges to increase passenger comfort and safety. The new configuration will also better accommodate diverted aircraft.

The project required the examination of existing building conditions, operational analysis for passenger and administrative functions, space planning for the improved office configurations, and procurement of systems furniture for the new offices. The exteriors were matched to the stucco finish of the existing facility.



Key Personnel: Terminal Planning - Michael Spitzer, Michael Becker; FAA Funding – Jim Borsari

Contact: Joel Martinez, Director of Aviation, Waco Regional Airport, (254) 750-8657 joelm@ci.waco.tx.us

Budget and Schedule: Start - 6/2005, Completion - 4/2007; Est. Cost - \$936,000 Final Cost - \$1,337,000

Current and Recent Projects

The RS&H Team selected has worked on terminal projects throughout the Intermountain and Northwest Regions and understands the workload of airport managers who have limited staff and funding. RS&H has learned that greater challenges exist and extra care and effort may be needed to achieve success at airports who have limited budgets. RS&H clients have developed trust in the firm's ability to design cost effective terminal modifications and they continue to reward us with many more projects.



In addition to the specific terminal projects highlighted above, RS&H has completed a plethora of terminal expansion and modification projects for airports throughout the country. Although the RS&H project portfolio includes projects at airports of all sizes, the firm specializes in projects at small to medium sized airports. As shown in the following matrix, RS&H has greater experience in terminal modification projects at smaller airports than its competitors. A partial list of the recent airport terminal projects and their scope performed by RS&H follows.

Experience	Grant Procurement and Mgmt	Terminal Area Plan	Terminal Area Concept Study	Terminal Expansion	Terminal Remodeling	In-Line Baggage Screening/EDS	Security Systems/Access Control	Passenger Screening	Data Comm Infra/CUTE/MUFIDs	Energy and Systems Mgmt	Federal Inspection Station	State	Size
Albany's Southwest Georgia Regional Airport	●	●	●		●							GA	NH
Alpena County Regional Airport	●	●	●	●	●		●	●				MI	NH
Rick Husband Amarillo International Airport	●			●	●	●	●	●	●	●		TX	SH
Anchorage (Ted Stevens) International Airport		●	●	●	●							AK	MH
Asheville Regional Airport				●	●		●	●	●			NC	NH
Boise Airport					●		●		●			ID	SH
Bozeman Yellowstone International Airport *		●	●	●	●	●	●	●	●	●		MT	NH
Brunswick Golden Isles Airport	●	●	●	●	●	●	●	●	●	●		GA	NH
Cayman's Owen Roberts International Airport		●	●	●	●	●	●	●	●	●	●	Int'l	SH
Duluth International Airport *	●		●	●	●	●	●	●	●	●	●	MN	NH
Eugene Airport/Mahlon Sweet Field *	●		●	●	●	●	●	●	●			OR	NH
Flint's Bishop International Airport *	●	●	●	●	●	●	●	●	●	●		MI	SH
Freeland's MBS International Airport		●										MI	NH
Gainesville Regional Airport *	●	●	●	●	●		●	●	●	●		FL	NH
Great Falls International Airport			●	●	●		●	●				MT	NH
Greensboro's Piedmont-Triad International Airport				●	●		●	●		●		NC	SH
Greenville-Spartanburg International Airport *	●	●	●	●	●	●	●	●	●	●		SC	SH
Hibbing's Range Regional Airport	●		●		●							MN	NH
Jackson-Evers International Airport		●		●	●		●	●	●			MS	SH
Jacksonville International Airport *		●	●	●	●	●	●	●	●	●	●	FL	MH
Kalamazoo/Battle Creek International Airport	●	●	●			●	●	●	●			MI	NH
Lansing's Capital Region International Airport		●	●	●	●		●		●	●		MI	NH
Melbourne International Airport		●		●	●			●	●		●	FL	NH
Montgomery Regional Airport		●	●	●	●		●	●	●	●		AL	NH
Newport News/Williamsburg International Airport		●			●		●	●		●	●	VA	SH
Pensacola International Airport	●	●	●		●	●	●	●	●			FL	SH
Peoria International Airport *	●		●				●	●	●	●		IL	NH
Rochester International Airport		●	●		●							MN	NH
Salt Lake City International Airport	●	●	●	●	●	●		●			●	UT	LH
Sioux Gateway Airport	●				●		●		●	●		IA	NH
Springfield/Branson National Airport *	●		●			●	●	●	●	●		MO	SH
St. George Munciple Airport	●		●				●	●	●	●		UT	NH
Tallahassee Regional Airport		●			●	●	●		●			FL	SH
Toledo Express Airport	●		●	●	●		●	●		●		OH	NH
Traverse City's Cherry Capital Airport		●										MI	NH
Waco Regional Airport	●			●	●		●	●				TX	NH
Marion's Williamson County Regional Airport	●	●	●	●	●		●	●	●	●		IL	NH

*Indicates an RS&H Award Winning Building Project.

Note: Orange text indicates airports with ongoing/current terminal project work.





3

Key Personnel

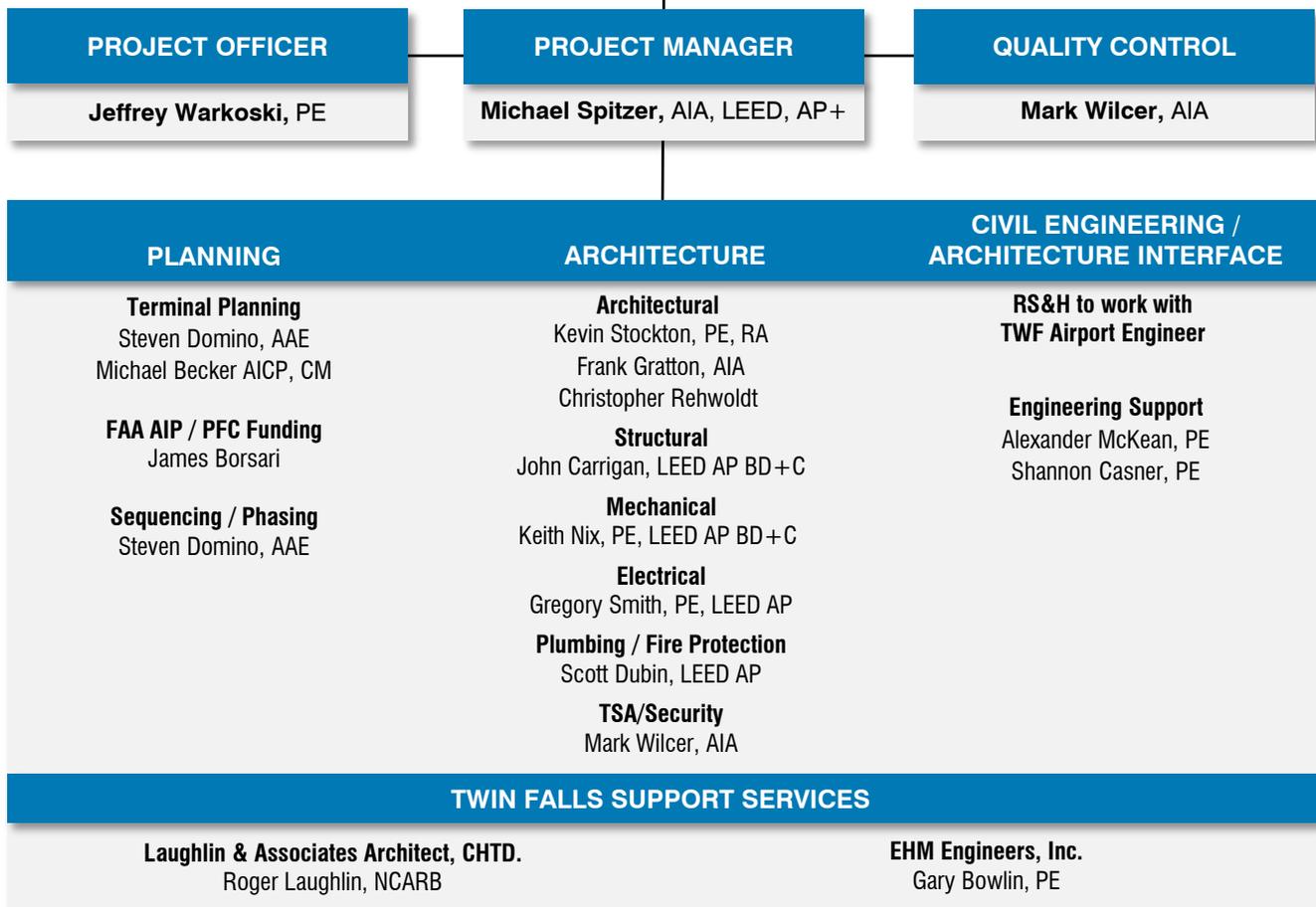


3 Key Personnel

The RS&H Team

RS&H believes that the success of the Terminal Modifications Project is dependent upon the efforts of a dedicated team of professionals working together in a unified effort with the Airport Manager, Airport Advisory Board, and stakeholders of the Twin Falls Joslin Field, Magic Valley Regional Airport. RS&H staff availability well exceeds the staff identified on the organizational chart; however, in order to keep project costs low, RS&H has assembled a small team of our most highly experienced subject matter experts who will evaluate your existing issues and prepare effective concepts quickly. The combined experience of the team will provide you solutions that provide additional space in the right places to balance the interior terminal functions and resolve issues regarding passenger flow and queuing conflicts, TSA checked baggage screening processes, hold-room congestion, deficiencies in passenger amenities, and integration of the new structure with the existing facilities. Additional subject matter experts will be engaged in the project during future design phases only as those resources are needed.

The depth of experienced personnel within RS&H and the quality of work our core team members deliver, will ensure your project is completed on-time and within budget. Following the chart are brief resumes of key personnel for this assignment.



Michael Spitzer, AIA, NCARB, LEED AP BD+C | Project Manager

Mr. Spitzer will serve as the daily point-of-contact between the Magic Valley Regional Airport Manager, Airport Advisory Board, and the RS&H Team throughout the Airport Terminal Building Modification assignment. He will be involved in every aspect of the assignment from initial planning through project closeout to ensure the highest quality project. Mr. Spitzer believes that being available to the client and responding immediately is paramount to ensuring the client's needs are met.

Mr. Spitzer's career covers 27 years of airport experience, with a solid history of design and planning for airside terminals and landside facilities. His extensive professional services experience range from conceptual design and planning to document production and construction administration on small- to large-scope projects. His leadership, dedication, work ethic, experience, and responsiveness consistently deliver projects on time and under budget. His experience in both domestic and international projects has given him a pragmatic approach to terminal architecture - not just what looks good on paper, but "real world" designs that reflect the necessary airport operational, security, and safety requirements. In this way, Mr. Spitzer's proven ability to integrate multiple disciplines ensures results that are timely, cost-effective, and constructible. Michael has extensive experience in expanding and modifying terminals and concourses to resolve passenger congestion and circulation issues. His comprehensive knowledge of the inter-relationships between terminal functions such as ticketing, queuing, passenger and baggage screening, concessions, and holdroom layout means you will get the most current technology and trends incorporated into your building plans. Relevant terminal experience includes:

- Terminal Expansion and Security Checkpoint Reconfiguration, Great Falls International Airport--Project Manager
- Airline Terminal Expansion, Bozeman Yellowstone Int. Airport--Project Manager
- New Terminal Building and Aircraft Rescue and Fire Fighting, St. George Municipal Airport--Project Manager
- Master Plan Terminal Layout Plan, Bozeman Yellowstone Int. --Senior Architect
- New Baggage Screening/Explosion Detection System, Eugene Airport--Architect
- Expansion and Remodeling of the Airline Terminal, Gallatin Field--Senior Architect
- Air Terminal Addition/Modification, Amarillo International Airport--Senior Architect
- New Terminal Complex, MBS International Airport--Senior Architect/Planner
- Terminal Expansion Project, Greater Peoria Regional Airport--Senior Architect
- New Terminal Complex, Springfield/Branson National Airport--Project Manager
- Terminal Renovation Expansion, Toledo Express Airport--Project Architect
- Terminal Improvements, Pensacola Gulf Coast Regional Airport--Senior Architect
- Terminal Security Enhancements, Duluth International Airport--Senior Architect
- Terminal Improvements, Bishop International Airport--Senior Architect
- New Terminal, Cherry Capital Airport--Project Manager
- Terminal Renovation, Rochester International Airport--Senior Architect
- New Terminal and Concourse, Albany International Airport--Architect
- New Terminal Complex, Tompkins County Airport--Senior Architect
- New Terminal Complex, Bishop International Airport--Architect
- New Terminal Expansion, Jacksonville International Airport--Architect
- Terminal Building Study, Portland International Jetport--Project Architect
- Various Expansion Projects, Jacksonville International Airport--Senior Architect/Planner
- Terminal Building Study, Gainesville Regional Airport--Project Architect

Professional Credentials

Education

Master of Architecture, University of Florida
Bachelor of Design, University of Florida

Registrations

Registered Architect: CA, CO, FL, ID, MN, MO, MT, NV, OR, WA, WY
LEED Accredited Professional
LEED AP Building Design and Construction

Association Memberships

American Institute of Architects
National Council of Architectural Registration Boards (No. 39906), 1990
Recommended Security Guidelines for Airport Planning, Design and Construction, DOT/FAA/AR-00/52
Planning, Programming and Design-Integrated EDS Baggage Screening System, JAA/ACC BHS Workshop, February 2004
Airline Terminal Design-Into The Future, NWAAGE, October, 2007



Jeffrey J. Warkoski, PE | Project Officer

Mr. Warkoski is the corporate officer responsible for ensuring the Airport Advisory Board and Airport Manager are satisfied with the work being performed and will serve as Project Officer-in-charge of the Airport Terminal Building Modification assignment. As Project Officer, Mr. Warkoski will provide technical and administrative management, ensuring the proper resources are committed and applied to the project.

Mr. Warkoski is responsible for the overall quality of work being produced by the RS&H Engineering Services Group in the Northwest Mountain Region. He has 26 years of experience serving as program manager, project director, project manager, and project engineer on numerous aviation engineering projects. His primary duties include project management and department management. Mr. Warkoski also has extensive experience in planning, programming, engineering design, budget/schedule control, construction administration, tenant coordination, aircraft parking, and construction phasing.

Mark Wilcer, AIA | Quality Control | TSA/Security

Mr. Wilcer has 32 years of experience in providing design, management and construction administration services for public and private projects. He has extensive experience in coordinating multi-firm design teams for major design assignments. Mr. Wilcer serves as a lead project architect on aviation projects. His responsibilities include client liaison, agency coordination, and construction administration. Mr. Wilcer will serve in the Quality Control role helping Mr. Spitzer in verifying that appropriate attention has been paid to the quality of the project at every step in the process. Mr. Wilcer will focus on reviewing architectural deliverables, providing guidance, and ensuring that the quality of the services and products provided by the RS&H Team are at the highest level of quality and professionalism.

- New Terminal Complex, MBS International Airport, Michigan--Project Manager.
- New Terminal Project, General Wayne A. Downing Peoria International Airport, Illinois--Project Manager.
- Terminal Improvements, Duluth International Airport, Minnesota--Project Manager.
- New Terminal Complex, Cherry Capital Airport, Michigan--Project Manager.
- Terminal Renovations/Security Upgrades, Toledo Express Airport, Ohio--Project Manager.
- Terminal Transition Services, MBS International Airport, Freeland, Michigan--Overall terminal Program Manager.
- Terminal Improvements Renovations/Security Upgrades, Waco Regional Airport, Waco, Texas--Project Manager.
- TSA Passenger Screening Modifications, Duluth International Airport, Duluth, Minnesota--Project Manager.

Kevin J. Stockton, PE, RA | Architectural

Mr. Stockton has been in the design and construction industry for more than 17 years. He is both a registered architect and licensed civil/structural engineer. He has operated as project architect, project manager, design architect, design engineer and construction administrator for a wide variety of projects. Aviation endeavors consist of new terminal buildings, terminal additions and renovations, airport rescue and fire fighting facilities and passenger boarding bridges. Mr. Stockton's experience in both architecture and engineering affords him a unique view in the comprehensive understanding of building projects, resulting in solutions that are aesthetically/functionally engaging, technically sound, well organized, and financially viable. Terminal projects include:

- New Passenger Terminal, St. George Municipal Airport, Utah--Architect.
- Airline Terminal Expansion, Gallatin Field Airport, Bozeman, Montana--Architect.
- Passenger Boarding Bridges, Gallatin Field Airport, Bozeman, Montana--Architect.
- Passenger Terminal Remodeling, Rochester International Airport, Minnesota--Architect/Project Manager.
- New Passenger Boarding Bridge, St. George Municipal Airport, Utah--Architect.
- Aircraft Rescue and Fire Fighting (ARFF) Facility, St. George Municipal Airport, Utah--Architect.

Professional Credentials

Education

Bachelor of Science in Civil Engineering,
Florida International University
Associate of Science in Civil Engineering,
Hartford State Technical College

Registrations

Registered Professional Engineer: ID, CA,
CO, FL, OR, PA, NV, UT, WA, WY

Association Memberships

Moderator, Safety Management Systems
at ACC/FAA/TSA Summer Workshop
Series, Washington, D.C. – 2011
Airports Consultant Council (ACC)
Northwest Association of Accredited
Airport Executives (NWAAAE)

Professional Credentials

Education

Bachelor of Architecture,
University of Illinois

Registrations

Architect: WI; IL

Association Memberships

Member, American Institute of Architects,
Northeast Chapter
Advisory Member, Consulting Engineers
Council of Illinois
Certified Project Manager, Illinois Capital
Development Board

Professional Credentials

Education

Master of Architecture, University of
Colorado, 1996
Master of Science in Civil Engineering
- Structures, Arizona State University,
1989
Bachelor of Science in Civil Engineering
- Structures, Arizona State University,
1988

Registrations

Registered Architect: CO
Registered Professional Engineer: CO



Frank J. Gratton, AIA, NCARB, ID | Architectural

Mr. Gratton has more than 30 years of experience in architectural design, production, and management of projects, including five years as principal of an international building and planning design practice. He has the unique ability to visualize design opportunities as part of the creative process. His design philosophy strongly blends the community's vision to create community responsive architecture. Mr. Gratton approaches the design process with a passion for design excellence, attention to details, and a collaborative spirit. His aviation design experience includes terminals, concessions planning, interior design, signage way finding, cargo facilities, and rental car facilities. Terminal projects include:

- New Terminal Interior Concepts, Boise Airport--Design Consultant.
- Terminal Expansion Project, Bozeman Yellowstone International Airport--Project Interior Designer.
- Concept Study for Terminal Expansion and Security Checkpoint Configuration, Great Falls International Airport--Project Designer.
- Terminal Remodel and Renovation Project, San Antonio International Airport--Project Designer.
- Terminal Replacement Project, Duluth International Airport--Project Designer.
- Terminal Expansion Project, Tucson International Airport--Project Designer.
- Terminal Remodel and Renovation, Rochester International Airport--Interior Designer.
- Terminal Replacement Project, Albert J. Ellis Airport--Project Designer.
- Concourse Renovation, Newport News/Williamsburg International Airport--Project Designer.
- Terminal Area Footprint Study. Barkley Regional Airport--Project Designer.

Christopher M. Rehwoldt | Architectural

Mr. Rehwoldt has six years of architectural experience, including a wide range of services from schematic design and design development through construction documentation and administration. Mr. Rehwoldt has been a project team member on both large- and small-scale aviation projects. He has worked closely with the RS&H architecture, planning, and engineering groups in Denver, as well as other offices. Mr. Rehwoldt works closely with RS&H's Lead Aviation Design Architect, helping to support the schematic design and design development efforts of aviation projects. Previous project experience includes:

- Terminal Expansion and Security Check Point Reconfiguration, Great Falls International Airport--Architecture.
- Ticketing Lobby and Baggage Screening Remodel, Eugene Airport--Architecture.
- Terminal Lobby and Passenger Screening Remodel, Eugene Airport--Architecture.
- Terminal Area Study, San Luis Obispo County Regional Airport--Architecture.
- Terminal Master Plan, Ted Stevens International Airport--Architecture.
- Terminal Area Study and Terminal Replacement Development, Rochester International Airport--Architecture.
- Bag Claim and Airport Office Expansion, Newport News/Williamsburg International Airport--Architecture.
- Terminal Remodel and Renovation Project, San Antonio International Airport--Architecture.
- Conceptual Terminal Renovation Study, Jackson/Evers International Airport--Architecture.

Professional Credentials

Education

Bachelor of Architecture, The University of Texas at Austin

Registrations

Registered Architect: SC, TX
Registered Interior Designer: TX
National Council of Architectural Registration Boards

Association Memberships

American Institute of Architects, AIA
Colorado Council, AIA Denver Chapter
Guest Speaker, Design Conference
Universidad de Aguascalientes, Mexico

Professional Credentials

Education

Master of Architecture, Washington University in Saint Louis
Bachelor of Science in Architectural Studies, University of Illinois



Steven L. Domino, A.A.E. | Terminal Planning

Mr. Domino has 36 years of airport planning experience including 30 years at Salt Lake City International Airport where, as an Accredited Airport Executive (A.A.E.), he served in senior management as Director of Planning and Capital Programs. Mr. Domino led countless terminal development projects from conceptual planning, through alternative evaluations and validation and concluding with implementation. Mr. Domino has planned, programmed, and coordinated over \$2 billion in airport terminal, landside, and airfield improvements and is an expert in phasing projects to ensure continuous airport operations with minimal impact to tenants and customers. Mr. Domino also has extensive experience in managing FAA grant programs and has managed over \$500 million in airport grants from applications to final project close-out.

Mr. Domino will use his airport owner's viewpoint to generate solutions that are cost effective yet provide the highest levels of customer service and convenience. Mr. Domino has planned and implemented numerous terminal expansion projects to improve the passenger experience by reconfiguring facilities and expanding buildings to provide logical process sequences, ensure adequate operational space, create smooth intuitive passenger flows, provide functional way-finding, and shorten walking distances between services. He has a very broad knowledge of airport operations and has planned every facet of terminal area operations including airline ticketing, checked baggage screening systems, passenger security screening checkpoints, federal inspection services, bag claim area, gate hold areas, aircraft parking, concessions, rental car operations, and ground transportation services.

Mr. Domino will be responsible for ensuring operational, functional concepts provide continuous airport operations with the least impact to customers and tenants. He will lead development of sequencing and phasing plans based on financial and schedule requirements. His representative projects include:

- St. George Replacement Airport Terminal.
- Durango La-Plata County Airport – Terminal Area Master Plan.
- SLC International Airport – Security Checkpoint Screening Expansion, Terminals One and Two.
- SLC International Airport – Terminal Development Program Plan.
- SLC International Airport – Terminal One and Terminal Two Bag Claim Reconfiguration.
- SLC International Airport – Terminal One and Two Capacity Enhancements.
- SLC International Airport – International Arrivals Building and Concourse E.

Michael L. Becker, AICP, CM | Terminal Planning

Mr. Becker has a diverse aviation background, with 11 years of experience in the aviation industry. His recent experience includes the management and preparation of terminal area studies, airport master plans, categorical exclusions, wildlife hazard assessments, airport layout plans, feasibility studies, CIP development, and passenger facility charges. His extensive experience also includes serving as Airport Manager at Yellowstone Regional Airport and McCall Municipal Airport. In addition to his airport management experience, he is a former Aircraft Rescue Fire Fighter and a commercial-rated pilot. As a consultant, he has a boots-on-the-ground approach that adds an important dimension to his abilities to support airport clients with operational concerns and government relations. Mr. Becker has performed terminal area studies as part of several master plan projects. Project experience includes:

- PFC Application, Kalamazoo/Battle Creek International Airport--Project Planner.
- Master Plan, Newport News/Williamsburg International Airport--Project Planner.
- PFC Applications No. 3 and No. 4, Waco Regional Airport--Lead Planner.
- Durango La-Plata County Airport – Terminal Area Master Plan.
- Master Plan, Ted Stevens Anchorage International Airport--Project Planner.
- Airport Master Plan Update - Ph II, Rochester International Airport--Lead Planner.
- General Business Consulting, Waco Regional Airport--Project Planner.
- Airport Master Plan, Pocatello Regional Airport--Project Manager.

Professional Credentials

Education

Bachelor of Science in Political Science (Public Administration), Magna Cum Laude, University of Utah
Bachelor of Science in Geography (Urban Planning), Cum Laude, University of Utah
Additional Fields of Study: Civil Engineering, Architecture

Association Memberships

Accredited Airport Executive, American Association of Airport Executives, 2005
Served as Chair and Vice-chair for the Airports Council International Planning and Environmental Committee

Professional Credentials

Education

Bachelor of Business Administration in Aviation Management, University of North Dakota

Registrations

Certified Planner, American Institute of Certified Planners

Association Memberships

Wyoming Airport Operators Association
FAA, AGIS-IDLE Training Level II
Committee Member, American Association of Airport Executives, General Aviation Airports
Commercial Pilot, Instrument Airplane, Multiengine Land



James E. Borsari | FAA AIP/PFC Funding

Mr. Borsari has been providing RS&H clients with AIP support and grant administration services for five years. Prior to joining RS&H, Mr. Borsari spent 30 years with the FAA: 25 years in airport disciplines and five years in contracting disciplines. Mr. Borsari guided FAA airport financial program policy from 1990 until 2005 and directed the first update to the Airport Improvement Program (AIP) handbook. He was the single authority on eligibility and contracting procedures under AIP and initiated new delivery methods in AIP, such as design-build and other similar construction contracting techniques.

While with the FAA, he was recognized as the final authority on AIP/PFC project eligibility and counsel was sought by many within and outside FAA. Mr. Borsari has also developed a major rewrite of the AIP Handbook for the Federal Aviation Administration and a policy handbook for the Small Community Air Service Development Program for the US Department of Transportation Office of Aviation Analysis.

Mr. Borsari will assist the Twin Falls Joslin Field, Magic Valley Regional Airport in navigating the FAA bureaucracy and negotiating with FAA administrators to better position the Airport in securing funds for its Terminal Modification Project. Mr. Borsari will review terminal concepts to determine which elements are eligible for PFC and AIP funding. His analysis will be incorporated into the financial analysis to support funding requests. Since joining RS&H, Mr. Borsari has given advice and counsel on a wide range of FAA issues, including:

- Terminal Improvements at Duluth International Airport--Grant Procurement and Management Consultant.
- New Terminal Complex at MBS International Airport--Funding Support/Grant Administration.
- Air Terminal Additions at Rick Husband Amarillo International Airport--Grant Procurement and Management Consultant.
- Concourse B Remodel at Newport News-Williamsburg International Airport--Funding Support/Grant Administration.
- Concourse Apron Rehabilitation and Expansion at Spokane International Airport--FAA Coordination.

John W. Carrigan, LEED AP BD+C | Structural Engineering

Mr. Carrigan has more than 13 years of experience as a Project Manager and Structural Engineer on a variety of projects, including airport terminal expansions, corporate hangar facilities, aesthetic roadway canopies, multistory parking garages, and structural investigations and repairs. Project experience includes:

- Terminal Airside Expansion, Bishop International Airport--Project Manager.
- New Terminal Building, Albert J. Ellis Airport--Structural Engineering.
- New Terminal Building, Kalamazoo/Battle Creek Intl. Airport--Structural Engineer.
- Concourse Replacement, Jacksonville International Airport--Structural Engineer.
- New Terminal Complex, Springfield-Branson National Airport--Structural Engineer.
- Terminal Renovations Phase 2, Gainesville Regional Airport--Structural Engineer.
- Terminal Expansion, Jacksonville International Airport--Structural Engineering.
- New Terminal, Cherry Capital Airport--Structural Engineering.
- New Terminal, Peoria International Airport--Structural Quality Assurance Leader.
- Centralized Security Checkpoint Expansion, Jacksonville International Airport--Structural Engineer.
- Terminal 2 Checked Baggage Inspection System (CBIS), Fort Lauderdale-Hollywood International Airport--Project Manager.
- Terminal Expansion/Mechanical System Upgrades, Capital Region International Airport--Structural Engineering.
- Terminal Renovation and Expansion, Brunswick/Golden Isles Airport--Structural Engineering.

Professional Credentials

Education

Bachelor of Science, University of Florida

Registrations

Private Pilot Certificate, Single Engine Land

Presentations

AAAE Master Planning Course, AIP Eligibility Presentation
ACI-NA Finance Seminar, FAA Reauthorization After 2007
FAA/Penn State Airport Conferences, FAA Reauthorizations and Airport Improvement Program
FAA Great Lakes Region, FAA Reauthorizations, AIP Eligibility and Program
AAAE Finance and Administration Conferences 2008 and 2009 – Maximizing AIP Discretionary Funding

Professional Credentials

Education

BS in Mechanical Engineering, University of Illinois at Urbana-Champaign

Registrations

Registered Professional Engineer: AL, AZ, AR, CO, FL, GA, IL, KY, MS, MO, NJ, NY, NC, ND, OH, SC, TN, TX, VA
NCEES; LEED AP Building, Design and Construction

Association Memberships

American Society of Heating, Refrigerating and Air Conditioning Engineers
American Society of Professional Engineers



Keith M. Nix, PE, LEED AP BD+C | Mechanical

Mr. Nix has more than 15 years of experience and has been responsible for the mechanical design of a wide variety of projects including aviation facilities, fire stations, office buildings, retail buildings, schools, hospitals, and hotels. He has served as the Project Manager, Lead Mechanical Engineer, and Commissioning Authority on numerous airport projects, including:

- Ticketing Lobby and Baggage Screening Remodel, Eugene Airport--Mechanical Engineer.
- New Terminal, Albert J. Ellis Airport--Mechanical Engineer of Record.
- Terminal Area Study and Improvements, Greenville-Spartanburg International Airport--Mechanical Engineer-of-Record.
- Terminal A Renovations, San Antonio International Airport--Mechanical Engineer.
- Terminal Concept Development Plan, Gainesville Regional Airport--Mechanical Engineer.

Gregory J. Smith, PE, LEED AP | Electrical

With 10 years of experience, Mr. Smith serves as Lead Electrical Engineer and Project Manager on multidiscipline projects including product research, terminal and engineering studies, conceptual design, bid documents, and construction documentation and administration for maritime port and airport facilities. The technical work includes design of normal and emergency power systems, photovoltaic systems, lighting and lighting control systems, fire alarm systems, telecommunications and data systems, security systems, and other technology systems. Representative project experience includes the following:

- Terminal Expansion, Gallatin Field--Electrical Engineer.
- Checked Baggage and Screening Area Remodel Project, Eugene Mahlon Sweet Field Airport--Electrical Engineer.
- Terminal Checkpoint Improvements Project, Austin-Bergstrom International Airport--Electrical Engineer.
- Terminal Remodel, Rochester International Airport--Electrical Engineer.
- Airline Ticket Office Renovations, Amarillo International Airport--Electrical Engineer.
- Airside Expansion Project, Bishop International Airport--Lead Electrical Engineer.
- Terminal Conceptual Development Plan, Gainesville Regional Airport--Project Manager.
- Exterior Enhancements, Gainesville Regional Airport--Lead Electrical Engineer.
- New Terminal Building Program, Albert J. Ellis Airport--Lead Electrical Engineer.
- New Terminal Building Program, San Luis Obispo County Regional Airport--Lead Electrical Engineer.
- Terminal Area Study and Improvements, Greenville-Spartanburg International Airport--Electrical Engineer.

Scott Dubin, LEED AP | Plumbing / Fire Protection

Mr. Dubin has more than ten years of experience in fire protection engineering. He has designed and developed life safety plans, fire suppression and fire alarm system plans and specifications, and engineered life safety systems. He has hands-on experience in performing and directing fire protection inspections, evaluations, assessments, and analyses on buildings and facilities at private and federal sites for compliance with national standards. Mr. Dubin has reviewed fire protection and building plans and specifications for numerous occupancies and worked extensively with Building Officials and Code Administrators (BOCA), Uniform Building Code (UBC), National Fire Protection Association (NFPA), American National Standards Institute (ANSI), and other national codes and standards. In addition, he has evaluated emergency procedures, including evacuation drills, occupant fire fighting, and fire department fire fighting. Mr. Dubin served as the Fire Protection Engineer for the following aviation projects:

- Terminal Additions, Amarillo International Airport.

Professional Credentials

Education

Bachelor of Civil Engineering, Georgia Institute of Technology

Registrations

Registered Professional Engineer: CO, FL, GA, IL, MI, UT
LEED AP Building, Design and Construction

Association Memberships

Member, American Concrete Institute
Member, American Institute of Steel Construction

Professional Credentials

Education

Bachelor of Science in Electrical Engineering, University of Florida

Registrations

Registered Professional Engineer: CA, FL, ID, MA, NC, OR, SC, TX
LEED Accredited Professional Building, Design and Construction
LEED Accredited Professional

Professional Credentials

Education

Bachelor of Science in Fire Protection Engineering, University of Maryland

Registrations

Registered Professional Engineer, Fire Protection: CA, FL
LEED Accredited Professional
National Fire Protection Association/
Building Officials and Code Administrators, Int., (NFPA/BOCA) Fire Inspector I

Association Memberships

National Fire Protection Association
National Society of Professional Engineers



- Terminal Renovation and Expansion, Brunswick/Golden Isles Airport.
- Terminal Improvements at Duluth International Airport.
- Terminal Enhancements, Gainesville Regional Airport.
- Automatic Sprinkler System and Life Safety Plan, Bishop International Airport.
- Automatic Sprinkler System and Life Safety Plan, Capital City Airport.
- Standpipe System and Code Evaluation, Jacksonville International Airport.
- Automatic Sprinkler System, Henry E. Rohlsen Airport.

Alexander R. McKean, PE | Civil Engineering

Mr. McKean has more than 11 years of experience in airport design, rehabilitation, construction administration, and inspection, with a broad range of experience in construction practices, and airfield engineering on over 50 airports across the country, ranging from general aviation to large air-carrier airports. His experience includes a sound knowledge and implementation of Federal Aviation Administration Advisory Circulars for airport geometric design, structural pavement design, grading and drainage design, airfield lighting layout, pavement marking layout, technical specification development, contract document development, and cost estimation. In addition, Mr. McKean has experience in construction management of airfield projects, including bidding/procurement, construction administration, resident project representation, and project closeout. Mr. McKean will use his airport engineering experience to ensure that the terminal development concepts are properly integrated with the existing apron grades and utilities.

Shannon Casner, PE | Civil Engineering

Ms. Casner has more than 10 years of experience in airport design and planning. Her project and design experience includes rehabilitation and reconstruction of airport pavements, expansion of runways and taxiways, aircraft deicing parking aprons and various airport development projects. She is skilled in the development of construction plans, specifications, and contract documents from initial concepts through bidding and construction phases in accordance with local and federal standards and regulations. She has successfully delivered projects from preliminary design through contract bidding and construction administration.

Roger Laughlin, NCARB | Twin Falls Architectural Support

Roger Laughlin, NCARB, has practiced as a licensed architect for 40 plus years in the Magic Valley. His scope of work primarily encompasses commercial buildings in and around Twin Falls, Idaho and across the Magic Valley. He takes exceptional pride in providing efficient and timely drawings and plans with thoughtful space planning for client's needs, to develop well designed and functional buildings, and follow through with detail oversight throughout the building phases. In 1992 he began his own practice, Roger Laughlin, NCARB now Laughlin & Associates Architect, CHTD in Twin Falls.

Gary Bowlin, PE | Twin Falls Engineering Support

Mr. Bowlin has more than 30 years of consulting design, inspection and evaluation, civil and structural engineering experience on buildings, bridges and other structures. Typical projects include multi-story commercial and industrial buildings, multiple span steel, wood, concrete and prestressed concrete bridges, towers, silos, tanks, and residential structures. Mr. Bowlin has expertise in complete construction engineering designs of forms, falsework, cofferdam designs and crane lifting analysis. He completes the design, inspection and evaluation of all steel, wood, concrete and masonry structures. He also has extensive experience in the design of concrete spread footings and deep steel pile foundations.

Professional Credentials

Education

Bachelor of Science in Civil Engineering,
Colorado State University
Associate of Arts, Northeastern Junior
College

Registrations

Registered Professional Engineer: CA, CO,
ID, MT, NE, UT, WA, WY
LEED Accredited Professional
LEED Accredited Professional, Building
Design and Construction (BD+C)
National Council of Examiners for
Engineering and Surveying

Professional Credentials

Education

Bachelor of Science in Civil Engineering,
University of Colorado, Boulder, 2003

Registrations

Registered Professional Engineer: CO, OR

Professional Credentials

Education

Bachelor of Architecture, Idaho State
University, 1973

Registrations

Licensed Architect: ID (AR-1042) 1978
National Council of Architectural
Registration Boards (certified) 1990

Professional Credentials

Education

Bachelors of Science in General
Engineering, Idaho State University, 1982

Registrations

Registered Professional Structural
Engineer: ID, OR, WY;
Registered Civil Engineer: ID, OR, WY, CA





4

FAA / AIP Experience



RS&H
IMPROVING YOUR WORLD

4 FAA/AIP Experience

RS&H specializes in aviation projects. A unique feature of the RS&H Team is that not only does the staff make themselves familiar with the documents, but they participate in developing the documents. For example, RS&H staff participated on the TSA's Airport Security Design Guidelines Working Group that updated the FAA's Airport Security Planning, Design and Construction Guidelines document. RS&H authored FAA Advisory Circular 150/5070-6B, Airport Master Plans for the FAA. In addition, RS&H was contracted by the US Department of Transportation to prepare a handbook to administer the Small Community Air Service Development Program. It is this commitment to active participation during the development of regulations and standards that gives RS&H more than just a familiarity with the applicable requirements.

These familiar relationships can save the City of Twin Falls time and money throughout the course of your project. One example of the team's ability to exercise relationships is RS&H's effort to secure funding from TSA and FAA AIP sources for the Duluth Airport Authority's terminal area security improvement project. RS&H guided the Airport through the funding justification process and was able to identify unique ways to secure AIP funding. RS&H and Duluth Airport Authority staff traveled to Washington, DC, to meet with elected officials in order to accomplish the Authority's federal funding objective.

Additionally, RS&H makes it a point to hire professionals with state and federal regulatory experience. For example, RS&H offers to Joslin Field, Magic Valley Regional Airport, the services of Jim Borsari, the former National Program Manager of the FAA's Airport Improvement Program. Mr. Borsari had 34 years of FAA experience before retiring and joining RS&H. During his tenure at the FAA he co-authored the Airport Improvement Handbook. Mr. Borsari's experience with the federal grant process is a crucial element of the RS&H Team's ability to work with the FAA to find sources of funding and to help expedite reviews of important documents as necessary. Mr. Borsari was recently selected by the FAA to update the AIP Handbook and to provide training to FAA staff on its use. RS&H's adherence to federal design standards and budgetary concerns of clients is a fundamental element of the RS&H philosophy that will pay dividends to the Joslin Field, Magic Valley Regional Airport Terminal Modification Project.

Airport Security Regulations and Standards

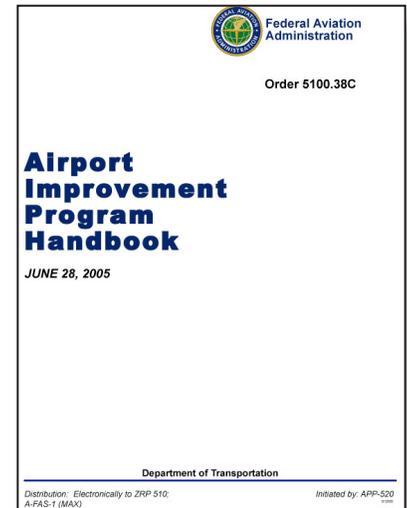
The evolving nature of security standards, technologies, and processes must be considered for any terminal project. From the creation of the TSA on, RS&H recognized the critical nature of changes in the airport security environment and assembled a team of professionals dedicated to monitoring and providing technical expertise to airports.

The formation of this team resulted in RS&H's ability to easily implement TSA requirements for passenger screening, baggage sortation, baggage screening, suspect bag procedures, and resultant TSA staffing requirements. RS&H uses this understanding to assist airports in providing the technical expertise to coordinate the requirements of the TSA in the development of their overall security system.

In Toledo, Ohio, for example, passengers at the Toledo Express Airport experienced on-going inconvenience from TSA passenger screening operations. TSA's original checkpoint design and layout resulted in excessive peak average wait times. Through the use of sophisticated proprietary modeling programs, RS&H provided several alternatives to reduce congestion, improve passenger queuing, and reduce resultant aircraft delays. Within a week TSA approved the suggested changes and today the Airport's security-related passenger delays are a thing of the past. RS&H will use its extensive experience in designing TSA security screening checkpoints to determine the degree to which reconfiguration of the passenger screening checkpoint is recommended as part of the terminal modification project at Joslin Field, Magic Valley Regional Airport.

Workable security solutions can only be successful through a collaborative effort of the consultant, Airport, and TSA. RS&H understands that passengers prefer a smooth transition through the Airport. The RS&H Team works to verify that TSA security

RS&H was contracted by the US DOT to prepare a handbook for use by FAA to administer the Small Community Air Service Development Program.



Through its relationships with the FAA and TSA, RS&H helped Duluth's Airport Authority secure federal funding.



requirements are met at every step of the way – through construction and into operation – with minimum hassle for the traveling public and the Airport.

The following summary indicates several examples in which RS&H Team members have helped communities secure funds for airport projects in the past. Because of RS&H staff's significant understanding of the FAA and TSA funding policies and processes, RS&H Team members can engage in similar activities to assist the City of Twin Falls and Twin Falls County to help you navigate the federal bureaucracy to improve your chances to get funding.

Summary of Recent FAA Funding Support

Duluth International Airport

- Led negotiations with FAA over eligibility of all rooms of proposed terminal building resulting in financially acceptable result.
- Discussed change order dispute with ADO manager resulting in reversal of earlier decision.
- Prepared airport director for discussions with Congressional office concerning AIP funding for terminal building.
- Provided advice to airport director concerning AIP compliance issues involving subsidies to air carriers.
- Developed legislative proposals to restore Federal share of 95% on ongoing projects (pending).

Freeland's MBS International Airport

- Prepared airport director on a number of occasions for discussions with ADO, region, and FAA Washington HQ over funding of new terminal.
- Participated with airport director in discussion with head of FAA Airports office, two Congressman and aides for two Senators about AIP funding of terminal.
- Capital Investment Plan (CIP) work.

Peoria International Airport

- Developed eligibility analysis of new terminal for both PFC and AIP funding that was accepted by FAA.

Amarillo International Airport

- Prepared AIP funding strategy plan for terminal addition, included AIP eligibility analysis accepted by FAA.
- Participated in meeting with FAA region and FAA HQ leading to a favorable funding decision using entitlements and discretionary funding.

Kalamazoo/Battle Creek International Airport

- Prepared airport director for meeting with Congressional staffs and FAA HQ.
- Reviewed and amended proposed airport Capital Investment Plan (CIP) for submittal to FAA.

Newport News/Williamsburg International Airport

- Helped develop strategy for PFC submittal for airport.
- Provided advice about dealing with FAA over apron issue for a new tenant and requirements of Buy America.

Great Fall International Airport

- Developed eligibility analysis of new terminal modifications.
- Discussed with FAA the analysis which helped secure funding.

Akron-Canton Airport

- Review drawings for eligibility for ARFF/SRE building and provided justification for acceptance by FAA.

Austin-Bergstrom International Airport

- Advised airport about ineligibility of terminal projects under normal AIP but recommended little known use of Military Airport Program funds for project.
- Participated in development of detailed MAP application.

Toledo Express Airport

- Advised client about AIP compliance requirements for self-fueling and airport fueling of aircraft.
- Advised airport of multiyear grant requirements.

Hibbing's Range Regional Airport

- Developed eligibility analysis for terminal.

Williamson County Regional Airport

- Performed eligibility analysis for new terminal and Participated in meeting with the State and FAA about state and AIP funding.

Palm Springs International Airport

- Prepared justification for funding perimeter security project using radar (one of first of kind funded under AIP).

Albert J. Ellis Airport

- Performed eligibility analysis for terminal.





5

Sub-Consultants

6

Office Capabilities



5 Sub-Consultants

RS&H understands that funds for the project are not yet secured and there is a limited budget to plan and design the Terminal Modification Project. In order to control costs from the very beginning, RS&H proposes to perform all preliminary planning and conceptual design work for the terminal building using its own planning and architectural resources. This will help to maximize efficiency and coordination of disciplines during of the planning process.

As a full-service company, RS&H can provide all of the technical resources that might be needed on the project. However, to assist with local coordination and ensure accurate and thorough integration between the aircraft apron, utilities, and terminal building, RS&H is partnered with two local companies to provide specific expertise in permitting, survey, geotechnical investigation, and local coordination. In addition, our team will coordinate with the airport's existing general engineering consultant to ensure that engineering interfaces are coordinated effectively with the building architecture.

Laughlin & Associates Architect, CHTD | Local Architectural Support | Twin Falls

Roger Laughlin, NCARB, has practiced as a licensed architect for 40 plus years in the Magic Valley. In 1992 he began his own practice, Roger Laughlin, NCARB now Laughlin & Associates Architect, CHTD in Twin Falls. Through the course of his career he has focused primarily on commercial buildings in and around Twin Falls, Idaho and across the Magic Valley.



EHM Engineers, Inc. (EHM) | Local Engineering Support | Twin Falls

EHM has been serving the Twin Falls area for over 35 years. EHM staff develop, design, and manage projects from conception through construction. EHM engineers have a proven track record of completing designs on time and on budget. Projects include commercial complexes, industrial facilities, and bridge designs. EHM's in-depth knowledge of the Magic Valley and surrounding areas will provide additional site-specific information and engineering support to RS&H and the Twin Falls Airport engineering consultant.



6 Office Capabilities

RS&H's strong reputation was built on its ability to marshal whatever resources are necessary to successfully complete assignments as promised. RS&H understands the commitment necessary to complete architectural/engineering services for the TWF's Terminal Building Modification Project and is prepared to lead the team's efforts to ensure a positive outcome.

Project work will be based out of RS&H's Denver Office, and will coordinate closely with team members based in the Salt Lake City office. The RS&H Denver office is RS&H's Office of Excellence for airport terminal planning and design projects in the Northwest Mountain Region and Intermountain area. The Denver architectural staff regularly works together on numerous terminal projects similar to TWF and the key personnel assigned to the project successfully managed the recent terminal projects highlighted in Section 2. These include Eugene Airport, St. George Municipal Airport, and Great Falls International Airport.

RS&H Denver office is RS&H's Office of Excellence for airport terminal planning and design projects in the NW Mountain Region and Intermountain area.

RS&H has made a significant effort to develop and maintain an information technology infrastructure that not only seamlessly integrates its own geographically dispersed and highly specialized resources, but also incorporates clients, vendors, subcontractors, and regulatory agencies to create a virtual corporation. All RS&H associates have networked computers in their work spaces. These machines have the appropriate memory, hard drive, and display capabilities to allow them to efficiently perform their individual tasks. All RS&H associates have access to the tools that best support their work processes either through network or locally installed applications. This includes integrated office automation applications, as well as software for CADD, BIM, GIS, project collaboration, engineering, and analysis; BST Enterprise that supports finance and accounting operations; and project management software.





7

Affirmative Action Program



7 Affirmative Action Program

RS&H DBE Commitment

RS&H has a strong corporate commitment to the disadvantaged business community. The firm's formal policy and corporate culture is to involve Disadvantaged Business Enterprise (DBE) firms in meaningful project task assignments. This policy is pursued aggressively by Aviation Project Managers as they continually seek qualified firms to supplement the team's capabilities.

Reynolds, Smith and Hills, Inc. Equal Employment Opportunity and Affirmative Action

Policy

RS&H is an equal employment opportunity and affirmative action employer. It is RS&H's policy to ensure equal employment opportunity to all applicants and staff without regard to race, sex, sexual orientation, color, religion, age, national origin, marital status, veteran status whether Vietnam Era or other, or disability of qualified individuals.

Our commitment extends to the administration of policies and practices relating to recruitment, selection, training, compensation, benefits, promotions, transfers, layoffs, recalls from layoffs, and Company sponsored educational, social and recreational programs.

At RS&H, we take great pride in our diverse and talented workforce. Our associates are the cornerstones of our business, and our continued success largely depends upon the full and effective utilization of all qualified associates. Therefore, RS&H will continue to direct its employment and human resource practices in a manner that ensures its commitment to equal opportunity for everyone.

RS&H is committed to furthering the objectives of Equal Employment Opportunity and Affirmative Action, and will take affirmative action to:

- recruit, employ and promote minorities and women for positions from which they have been traditionally excluded, including executive positions, and to offer such associates applicable training opportunities to foster such development;
- recruit, employ and promote physically challenged people for positions from which they have been traditionally excluded, including executive positions, and to offer such associates applicable training opportunities to foster such development;
- recruit, employ and promote veterans of any era (including Vietnam) for positions from which they have been traditionally excluded, including executive positions, and to offer such associates applicable training opportunities to foster such development.

Periodic reviews and analyses of human resource records will be conducted to ensure that all qualified minorities, women, physically challenged associates (including veterans), veterans of any era (including Vietnam), and associates of any age, continue to receive equal consideration; and that only valid requirements are imposed on opportunities for transfer, advancement, and promotions into and within all levels of management.

The Director of Human Resources will have responsibility for the development and implementation of the affirmative action program. With the cooperation and assistance of all employees, the Director will direct periodic surveys to determine whether the company is meeting its intent to measure ourselves against objectives that will provide equal employment opportunities for all associates in the opportunities available at RS&H.

RS&H will establish and maintain a written affirmative action program to ensure the full utilization of the protected groups described above. The program will be reviewed and revised as needed to meet stated goals.

Resources and will be revised as needed to meet stated goals.

RS&H is committed to providing a work environment that is free of discrimination and harassment, and expects all associates to engage in maintaining such an environment. RS&H strives to maintain a professional work environment which requires the highest standard of personal conduct. Our [Harassment and Discrimination Policy 1.6.3](#) details this commitment.

While the overall authority for implementing this policy is assigned to the Director of Human Resources, all levels of staff bear the responsibility of following the above guidelines. This policy (as are all RS&H policies) is available on-line to all associates, and all are advised to familiarize themselves with it. Any associates who believe they are the victims of discrimination or harassment have a responsibility to report this immediately and directly to their management and/or the Director of Human Resources. Also, associates are encouraged to contact their management or the Human Resources Department should they have any questions or concerns relative to RS&H's EEO/Affirmative Action initiatives.

Brian P. Reed
Brian P. Reed,
 Chief Executive Officer
 Reynolds, Smith and Hills, Inc.

Over the past decade, RS&H has aggressively searched and worked with 117 DBE firms resulting in over \$53 million dollars in fees being paid to RS&H's DBE partners.

RS&H was awarded the 2013 Professional Service Prime Contractor from the Houston Airport Systems (HAS) Office of Business Opportunities. This was based on HAS's goal of 24.0%. RS&H exceeded the goal with 40.7% in DBE participation.





8

Statement of Contracts



8 Statement of Contracts

3.1.2 Qualifications

(viii) A statement, if applicable, setting forth the following: for all contracts of Respondent or any subsidiary, parent or affiliate of Respondent for services similar to the Services that have been terminated either voluntarily or involuntarily prior to the expiration of their respective terms during the past five (5) years, the name, location and address of the other party(ies) to said contracts, if any, and the date(s) of termination;

No contracts have been terminated due to Respondent's default, but Respondent has had contracts cancelled over the years for lack of funding, changing economic conditions, and other reasons satisfactory to the client. Respondent does not keep a record of cancelled contracts.

the name and address of the surety and date of any forfeited or canceled sureties or bonds within the past five (5) years;

None.

a detailed description of any judgments and any pending or threatened lawsuits related in any way to Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent for work or services similar to the Services during the past five (5) years;

Phoenix Construction Services, Inc. v. City of Pensacola and RS&H, 1st Judicial Circuit Court for Escambia County, FL, Case No. 2008-CA-1893

RS&H was the EOR and construction administrator for a runway widening project at Pensacola Airport. On June 19, 2008, the Contractor filed a claim for additional compensation. RS&H disputes the claim and is vigorously defending this action along with the City of Pensacola.

Eyewood Design, Inc. v. RS&H Michigan, Inc., and others, Circuit Court for Kalamazoo County, MI, Case No. 2012-0465-CK

This complaint was filed on August 31, 2012 by a second-tier supplier which was terminated when its wood panels warped and were rejected. Plaintiff claims wrongful termination and seeks money damages. RS&H disputes the claim and is vigorously defending this action.

and a description, date of filing and address of court for any petition in bankruptcy filed by or against Respondent or any wholly-owned subsidiary, parent or affiliate of Respondent during the past five (5) years.

None.



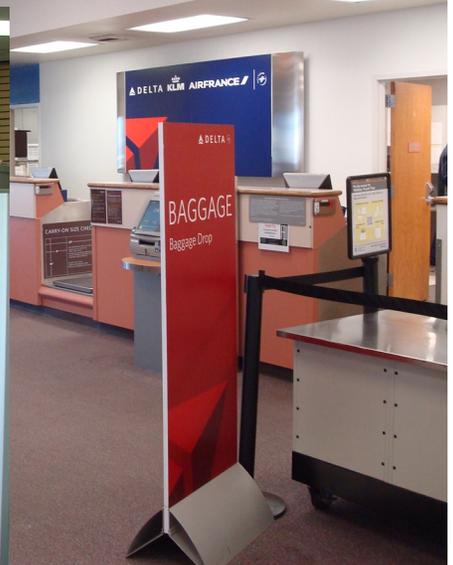


RS&H.
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4700 S. Syracuse Street, Suite 300
Denver, Colorado 80237
303.409.9700

www.rsandh.com

The City of Twin Falls, Idaho
Joslin Field, Magic Valley Regional Airport Terminal Building Modification Project
RFQ for Architectural and Engineering Services



INSIGHT
architects, p.a.

The City of Twin Falls, Idaho

Joslin Field, Magic Valley Regional Airport Terminal Building Modification Project
RFQ for Architectural and Engineering Services

INTRODUCTION LETTER

November 14, 2013

William Carberry
Airport Director
Magic Valley Regional Airport
Twin Falls, Idaho 83301

Dear Mr. Carberry,

The INSIGHTarchitects Team is very excited to present our qualifications for the Airport Terminal Building Modification Project. We feel that we have assembled a very experienced and devoted group of design consultants that can and will respond to the needs of the Airport and the requirements of the FAA and the TSA. Our team has successfully completed projects inside and around airports and understand the complexities of keeping an airport in operation during any construction project. Several of our team members have visited with you concerning the project requirements and have been involved in past projects in the airport terminal building. We are aware of the unique one of a kind artwork located in the Lobby and will commit to developing a solution that will respect and maintain this as a focal point of the terminal building. When developing our team for this project, we sought to include firms that provide local and regional aviation expertise with on-point experience on similar projects. Insight architects, pa will serve as the project architect for this project. Jviation, Inc. will serve as a key teaming partner in support of the terminal building modification project, providing civil engineering, project coordination/FAA interface, and on-site construction management services. To further enhance our team's services, we have included the expertise of Creek Hollow & Associates for surveying; Strata, Inc. for testing; McClure Engineering, Inc. for structural engineering; DC Engineering for electrical engineering; and Swanson Rink for Baggage Handling TSA Compliance services. Our team and approach provides Magic Valley Regional Airport with unequalled efficiency and ensures that the project will be successfully implemented.

Project Manager Lillian Bowen—Jviation, Inc.

Lillian will serve as the Project Manager working in concert with the Project Architect to coordinate and communicate the project with the Federal Aviation Administration. She brings more than 31 years of experience as a project planner, design engineer, project manager, and construction manager for a variety of airport projects. She began working in Idaho in 1978 as a design engineer and has completed numerous airport development projects, including runway, taxiway, and apron rehabilitation/reconstruction projects.

Lillian has built long-term working relationships with numerous clients throughout Idaho with an emphasis on balancing the needs and goals of both airport sponsors and the governing agency. Lillian previously served as a project manager / design engineer / resident engineer for airport development projects at a number of Idaho airports, including Driggs-Reed Memorial, Idaho Falls Regional, Sun Valley, Twin Falls, Weiser Municipal, Lewiston-Nez Perce County Regional, and Jerome County.

On Site Construction Observation Jviation, Inc.

Once a project enters the construction phase, Jviation's seasoned field staff will represent the Magic Valley Regional Airport to ensure that the contractor meets the project objectives, while completing the project on-time and to the prescribed quality standards. The construction phase encompasses the entire construction duration and includes tasks



INSIGHT's
Boise Office



Foothills Environmental
Learning Center, Hulls Gulch
New "Green" Building
Boise, ID

INSIGHT
architects, p.a.

required and desired to provide proper on-site coordination, with main office technical support. Aviation will serve as the overall Construction Manager for the project and can provide experienced Resident Engineers to oversee the day-to-day construction operations.

Project Architect INSIGHTarchitects pa.

INSIGHTarchitects is a multi-versed firm with great diversity in project experience. We blend creativity with realism, always searching for the unique solution that meets the clients budget and project needs. Our project architects bring a combined 75 years of experience to each project. Through the years, INSIGHTarchitects has been involved with federally funded building projects on the Idaho Falls Regional Airport, City of Nampa Airport, Mountain Home Air force Base, Gowen Field, and Federally funded State of Idaho projects.

We maintain the required insurances, knowledge of informal and formal bidding processes, practical solutions, innovation, 35 years of background in natural energy systems, LEED accredited professionals, building information modeling (BIM), positive attitudes and solid construction budgeting skills.

Baggage Handling TSA Security Steve Bennett—Swanson Rink

Steve brings over 30 years of experience to the Magic Valley Regional Airport project. His knowledge of managing airport baggage handling systems and technology systems makes him a valuable member of the team. He is experienced in working with the TSA regulations, requirements, and types of equipment used to screen baggage and passengers.

Our design team is service oriented and will represent you with creative, imaginative, and experienced team members. We are all committed to this project and welcome the opportunity to work with the Magic Valley Regional Airport on this important project. We share your vision of making the airport experience enjoyable and comfortable for the passengers and their family members.

Any questions regarding this proposal should be directed to:

Dana Kauffman, AIA, LEED A.P.

Principal Architect

INSIGHTarchitects, pa. (an Idaho Corporation)

2238 Broadway Avenue

Boise, Idaho 83706

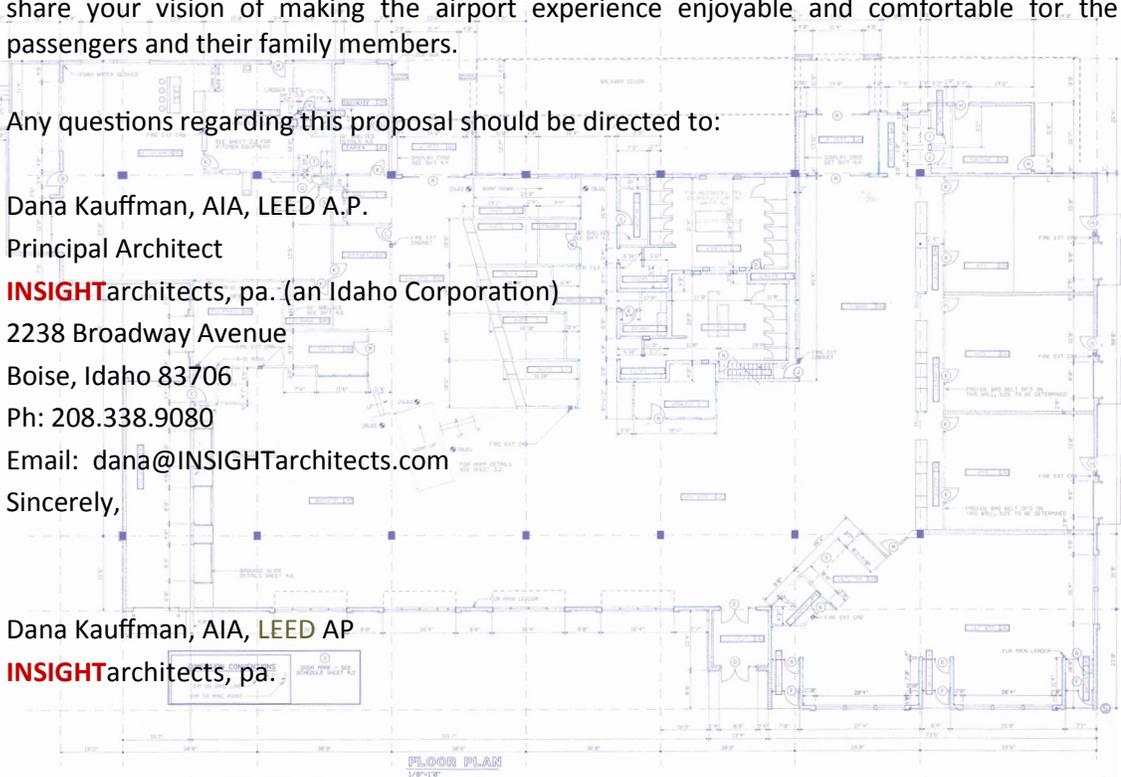
Ph: 208.338.9080

Email: dana@INSIGHTarchitects.com

Sincerely,

Dana Kauffman, AIA, LEED AP

INSIGHTarchitects, pa.



Project Design Team

The INSIGHTarchitect Team is a group of seasoned individuals and companies that have worked together on many successful projects in the past, we continue to team with on current projects, and will team together in the future. With this relationship we all know each individual and how to work efficiently and effectively together. The project will be managed by INSIGHTarchitects from their Boise office. We have completed many projects throughout the State and have developed effective management and observation strategies to insure projects run smoothly from start to finish. We schedule regular design team meetings on site and all relevant consultants will be in attendance; we also have tools to use the internet to conduct video meetings as appropriate. Two of the major consultants are based in Twin Falls; McClure Engineering which will be acting as the Structural Engineer and the Mechanical Engineer, and Clay Bingham of DC Engineering, have offices in Twin Falls.

McClure Engineering served as the Mechanical engineer on the 1994 remodel of the terminal building. Their knowledge of the building utilities and hvac system will greatly aid the team in the discovery and asbuilt survey of the terminal building.

All of our team members were selected based upon several criteria; familiarity with the project or project type; capacity to complete the project; expertise in a particular aspect or field related to the project.

Project Delivery and Coordination

We have all completed projects that have involved the FAA and understand the challenges that come with obtaining funding. Effective project delivery is an art, not a science. There is no common formula that leads to success, or delivers a project on time and within budget. It takes commitment, a disciplined approach, and an experienced team; which ultimately leads to a successful conclusion. Perhaps the most important element is a mindset to overcome obstacles that inevitably arise in each project. Each of our Team Members are committed to delivering a project on time and within budget.

Current Projects List

Idaho Falls Regional Airport Contact: Craig Davis 208.612.8224	Under Construction	Est. Completion May, 2014
Simplot Plant Sciences Lab Contact: Gary Laney 208.258.6030	Construction Documents	Document Completion January, 2014
St Luke's Woman's Clinic Contact: Melanie Charlton 208.381.5167	Under construction	Est. completion February, 2014
St Luke's Boise EP Contact: Melanie Charlton 208,381.5167	Under Construction	January, 2014
North Ada Fire Station #16 Contact: Jeff Ramey 208.869.5000	Bidding	Est. Completion February, 2013
Five Mile Shopping Center Contact: Derek Cooper 208.465.8887	Design Development	January, 2014

Project Design Management

Project management at INSIGHT starts with active Principal involvement from the first meeting to the final project closeout and 11 month warranty walk through. All of the staff and team members are passionate about what they do and have a desire to make each project a successful and enjoyable for everyone involved.

Federal Aviation Administration Interface

Jviation will lead the FAA interface task for the Insight architect Team. A key strength of Jviation is the relationships they have developed with the FAA. Members of Jviation staff previously served as former Airport District Office /Regional Managers within the FAA and have worked on numerous FAA programs and initiatives. Jviation can provide key advisors to help an airport sponsor understand FAA requirements and communicate effectively the needs of the airport.

Furthermore, Jviation's team of professionals has been working in the Northwest Mountain Region for over 40 years, and provides the Magic Valley Regional Airport with strong local and regional knowledge, and long-standing working relationships with the FAA's Helena Airports District Office and the Northwest Mountain Region Office.

FAA Accepted Approach to Airport Design

Jviation has worked with airports of a variety of sizes to upgrade their facilities to meet the current FAA criteria for the airport's reference code. Jviation's designers and engineers are well-versed in the FAA's design requirements and continuously monitor the agency's guidance for changes and updates to incorporate into their projects. Our project managers and engineers work closely with the FAA throughout the design and construction process to ensure that all necessary improvements are incorporated. Jviation field engineers have successfully managed similar construction projects designed to bring airfield pavements into compliance with FAA grade requirements, including improvements made many years after the pavements were originally constructed. With our sole focus on aviation-related projects, the Jviation team is well-versed in FAA design and construction approaches and brings an unmatched depth of knowledge to our client's projects.



Construction Inspection Capabilities

Jviation will serve as the overall Construction Manager for the Terminal Building Modification project and will provide experienced Resident Engineers to oversee the day-to-day construction operations.

The Resident Engineer will be the owner's representative to ensure that the project construction meets or succeeds the intent of the project. They will assist you in coordination activities with the Contractor, including providing the general public with current project information as needed. To ensure the best possible product is provided for the best price, Jviation's Resident Engineers are trained to be flexible and responsive to changes during construction. These changes may save you time, money or provide an increased benefit, while meeting the intent of the project and the specifications. Jviation's field staff is fully supported to provide timely responses to possible changes and understanding that construction project scheduling is critical to the successful completion of the project.

Jviation currently provides construction management services at 25 airports in five states, including Idaho.

Airport Project List

Idaho Falls Regional Airport, Terminal Expansion Project

Working as a subconsultant to INSIGHTarchitects, Jviation is providing construction administration services for the 5,000 square foot terminal expansion and renovation project at Idaho Falls Regional Airport.

Grand Junction Regional Airport, Airport Administration Building

Jviation prepared the civil construction plans and technical specifications for the Airport Administration Building at Grand Junction Regional Airport. Working with the Sponsor and project architect, Jviation prepared construction drawings depicting the proposed Airport

Administration Building layout, existing relevant facilities, existing and proposed utilities and ducts, storm drainage inlets within the project work area, along with grading and drainage plans for the project site.



Laramie Regional Airport, Roadway and Auto Parking Lot Improvements and New Fuel Farm

Jviation provided numerous services for this project, including conceptual layout, engineering design, environmental Categorical Exclusion documentation, bidding support, and construction management. The first construction phase included several new paved parking lots, and complete relocation and reconstruction of the terminal road in the vicinity of the terminal building. The project was designed so that parking can easily be expanded in phases, allowing additional capacity to be added when needed. Lastly, a new fuel farm that meets current standards was constructed in a more accessible location.

Passenger Facility Charge Applications, Various Airports

Jviation has completed PFC applications for various airports throughout the Northwest Mountain Region, including Pocatello Regional Airport, Montrose Regional Airport, Gunnison-Crested Butte Regional Airport, Fort-Collins Loveland Airport, Gillette-Campbell County Airport, Laramie Regional Airport, Jackson Hole Airport, and Yampa Valley Regional Airport.



Grand Junction Regional Airport

Wendover Airport, Construct ARFF/Snow Removal Facility

Jviation provided civil site and utility engineering and architecture services for the construction of an Aircraft Rescue and Firefighting Facility (ARFF) and Snow Removal Facility at Wendover Airport. The ARFF building is approximately 3,600 square feet, and incorporates two vehicle bays and a maintenance area. Services include civil/site design, architectural and interior design, structural, plumbing, fire protection, mechanical, and electrical engineering to complete the ARFF building.



Wendover Airport

Affirmative Action Program

The INSIGHT Team is committed to affirmative action that will build on the strengths of our current workforce and continually enhance the diversity of our organization. In compliance with Executive Order 11246; it is our policy that employment and selection decisions should be based on merit and business needs. This policy is applied to all employment actions.

Termination of Services

INSIGHTarchitects has never had services terminated prior to the expiration of contract terms as a result of a failure INSIGHTarchitects to fulfill the terms of a contract. INSIGHTarchitects is not aware of any pending litigation nor is there a pending judgment against INSIGHTarchitects. INSIGHTarchitects has not filed for bankruptcy, nor have any of the principals filed for bankruptcy individually.

Individual & Team Personnel

Architectural

Principal Architect: Dana Kauffman, AIA., LEED A.P., Principal
INSIGHTarchitects, p.a.

Dana has expanded his 30 years of experience to include LEED Certification. He has been involved with numerous public sector projects, medium to large in scale. As a principal architect, Dana will work together with the Magic Valley Regional Airport to coordinate all project aspects including schedules, programming, design, project costs, team member coordination and design.

Project Architect: D. Robert TeBeau, AIA., LEED A.P.
INSIGHTarchitects, p.a.

Prior to becoming a licensed architect, Rob spent eight years working in the construction field as a concrete finisher, framer, and crew leader. Because of his construction experience, Rob is very aware of the building practices in our area as well as common issues which arise. He approaches the field of architecture with a keen eye for detail and innate ability to problem solve.



Magic Valley
Regional Airport
Arrival Gate

Project Management, Civil Engineering

Jviation, Inc.: Lillian Bowen, Kirk Nielsen, P.E.



Jviation, Inc. is a planning, design, and construction management firm focused solely on aviation-related projects. This concentrated focus provides our clients with a team of professionals that possess an in-depth understanding of the aviation industry and the dynamics and legalities of working at airports, from every angle. Several members of our staff have direct experience as private pilots as well as previously serving as former airport, County, State Aeronautics, and FAA employees. This experience and knowledge allows us to bring a unique perspective regarding development issues when planning and implementing projects. Jviation has a long, successful history of working with the FAA in the Northwest Mountain Region, with staff experience in all states in the region. We have significant experience working on projects that include air traffic, airway facilities, flight standards, and flight procedures offices. Although processes are similar, each FAA region, and owner have unique processes in place for applications, administration, and execution of grants. We have firsthand experience working with various FAA offices in the region and specifically, the FAA's designated representative for TWF, Steve Engebrecht. Jviation staff has spent their careers serving airport clients throughout the Northwest Mountain Region. Jviation is in its sixth year of business and has grown to a staff of 62 employees, with 45 airport clients and four State Department of Transportation clients. Our steady growth is a reflection of Jviation's ability to deliver responsive, flexible, and personalized service .

Architectural - INSIGHT

- 4 Licensed Architects
- 2 Production/Other
- 1 Administrative Personnel

Civil- Jviation

- 1 Project Manager
- 2 Civil Engineers

Surveyor - Creek Hollow

- 1 Professional Land Surveyor

Individual & Team Personnel

Surveying

Creek Hollow & Associates: Christopher Adams, P.L.S.

Chris worked closely with INSIGHTarchitects on the Idaho Falls Regional Airport and is sensitive to schedules and project processes. He has been involved in Public sector projects, and will be involved from the beginning to the completion of this project.



Testing

Strata, Inc.: Bart Larson

For over thirty years, STRATA has provided professional environmental, engineering, geotechnical engineering, construction engineering, construction inspection, and construction materials testing services for a wide variety of clients across many service sectors including industrial, energy, commercial, municipal, and transportation.



Structural and Mechanical Engineering

Structural Engineering: Scott McClure, P.E., S.E., Principal

McClure Engineering, Inc.

McClure Engineering, Incorporated, (MEI) is a leader in building safety, mechanical, structural engineering and energy conservation and is committed to the wise use of our client's resources. For over 35 years McClure Engineering, has shown this commitment through a constant effort to improve the building safety and energy efficiency of municipal, institutional, government and private facilities. McClure Engineering, through its qualified professional staff, utilizes the latest equipment, programs, and software to provide top quality analysis and engineering services, through over thirty five years of hands on design, construction management and commissioning experience. As an industry leader, MEI employees have attended seminars presented by the State of Idaho, Association of Idaho Cities, Idaho Power, ASHRAE, and LEED to continually improve the quality and professionalism of the office and our understanding of new and current code and energy efficiency requirements



Electrical Engineering

Electrical Engineering: Jon Goranson, P.E., Clay Bingham

DC Engineering, Inc.

DC Engineering's roots are in electrical engineering and design. They have a diverse portfolio of projects highlighting their skills in electrical engineering that span nearly 15 years. Their experience ranges from utility, infrastructure, clean rooms, data centers, fire alarms, telephony, power distribution, fuel cells, co-gen, and more. The key to Their clients' success has been, from the beginning, electrically intensive projects that focused on reliability, sustainability, and flexibility.



Cobblestone Professional Building Eagle, Id

Structural Mechanical - McClure

- 2 Professional Engineers
- 3 Senior Technicians
- 1 Engineers In-Training
- 3 Designers
- 1 Administrative

Electrical - DC Engineers

- 1 Professional Engineer
- 1 Project Engineer
- 1 Electrical Designer
- 1 CAD Manager
- 1 Office Manager

Individual & Team Personnel

Baggage Handling TSA Compliance

Security Screening: Stephen Bennett, P.E., LEED AP

Swanson Rink, Inc.

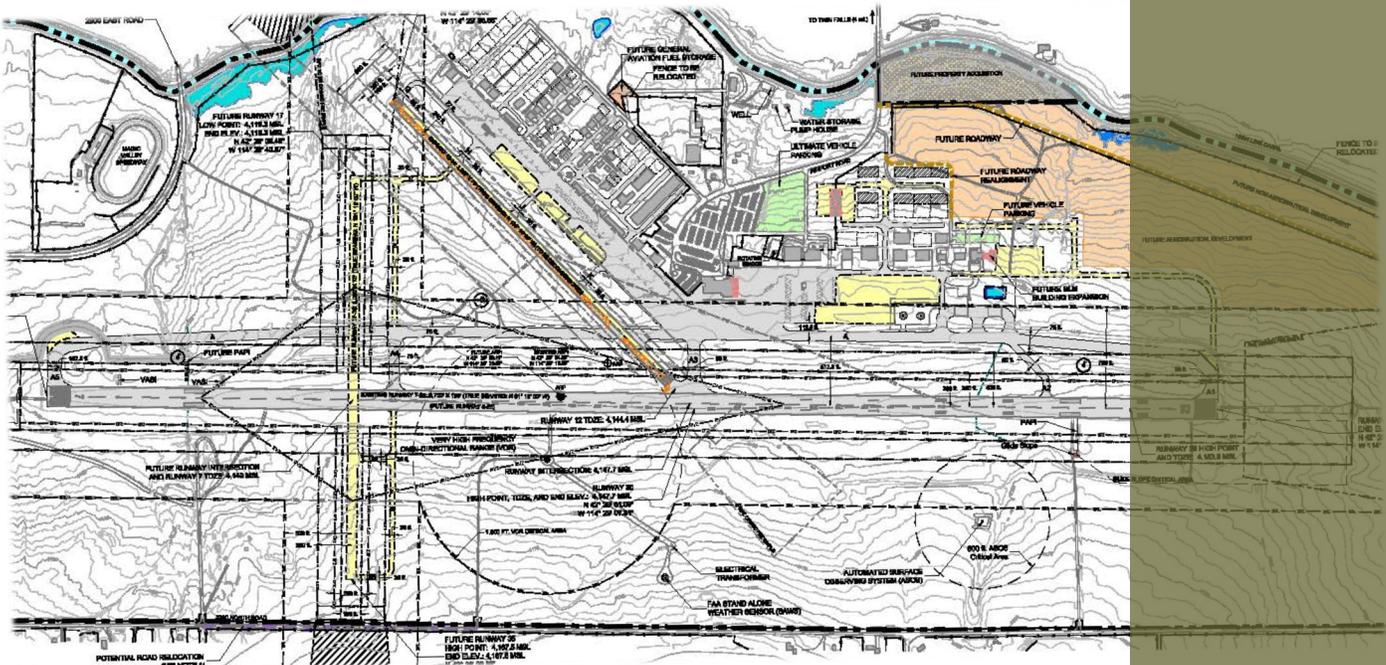
SWANSON RINK has a 60 year history providing innovative engineering solutions for both public and private industry. Over the past ten years Swanson Rink has specialized in successful deployment of security screening systems, specifically passenger screening checkpoints and baggage handling systems. These services collectively meet the needs of today's highly secure and complex system requirements. Swanson Rink's primary goal for security screening solutions is to reduce risk, improve public safety and make the entire security screening experience more efficient. Swanson Rink has been under contract with TSA in various roles for over 10 years. We understand TSA requirements for CBIS and checkpoint security screening systems and the funding process for Airport Security Projects. Of particular importance is our knowledge of TSA reimbursement for CBIS allocable and non-allocable costs which can help maximize the amount of allocable funding for any Airport project.



Baggage Handling— Swanson Rink

- 1 Professional Engineer
- 2 Production/Other
- 1 Administrative Personnel

INSIGHTarchitects has worked on numerous public projects with the above-mentioned team members. We have had great success in meeting established budgets and time frames for various projects. In large part, this success stems from detailed planning and bidding as well as closely overseeing the construction phase.



Dana Kauffman, AIA, LEED AP, Principal

INSIGHTarchitects, pa.

Dana began practicing architecture in 1984 after graduating from the University of Idaho. He quickly gained a broad and extensive background in architectural design. His career includes basic utilitarian buildings through very complex building types such as educational, recreational and medical facilities. Dana brings to every project his insight and ability to clearly lead clients through even the most challenging projects. Dana is LEED accredited for projects requiring quantitative sustainable analysis .

Project Experience

Idaho Falls Regional Airport—Idaho Falls, ID
Terminal Expansion Contact: Craig Davis, Director of Aviation, 208.612.8224
Principal Architect

Renovation of Burley Readiness Center, Burley, ID
Facility Remodel Contact: Ken Gardner, DPW Field Rep, 208.332.1909
Principal/Project Architect

Renovation of Jerome Readiness Center, Emmett, ID
Facility Remodel Contact: Clayton Anderson 208.272.6752
Principal/Project Architect

St. Luke’s MSTI Accelerator Vault, Twin Falls, Boise, Nampa & Fruitland, ID
Addition/Replacement of Vaults, Contact: Jeff Hull, Facilities Architect, 208.381.2609
Principal/Project Architect

State of Idaho, Boise, ID
Idaho Division of Veterans Services, Administration Building
New 5000sf Building Contact: David Brasuell, Administrator, 208.334.3513
Principal Architect

JR Simplot Company , Plant Sciences Lab, Boise, ID
New 15,000sf Phyto-Path-Ag Lab Building, Contact: Gary Laney, 208.258.6030
Principal/Project Architect

Meridian Parks and Recreation Maintenance Facility, Meridian, ID
New 3 acre, 4 Building Complex Contact: Mike Barton, Parks Supr. 208.888.3579
Principal Architect

Ada County Coroner’s Department, Boise, ID
Facility Design/Expansion Contact: Scott Williams, Deputy Director, 208.287.7105
Principal Architect

Education

Bachelor of Architecture
Degree, University of Idaho,
1983

Registration

Licensed Architect, State of
Idaho

NCARB Certification

United States Green
Building Council,
LEED Accredited
Professional

**Professional and
Community Affiliations**

American Institute of
Architects

Idaho Chapter of American
Institute of Architects

United States Green
Building Council

Boise Southwest Rotary
Club

Rob Tebeau, AIA, LEED AP

INSIGHTarchitects, pa.

Rob graduated first in his class with a Masters degree from the University of Idaho in the Spring of 2006. Prior to enrolling in this program, he spent eight years working in the construction field as a concrete finisher, framer, and crew leader. Because of Rob's construction experience, he is very aware of the building practices in our area as well as common issues which arise. He approaches the field of architecture with a keen eye for detail and innate ability to problem solve.

Project Experience

Idaho Falls Regional Airport, Idaho Falls, ID
Terminal Expansion

Idaho Veterans Administration Building, Boise, ID
New Facility

Nampa National Guard Armory, Nampa, ID
Facility & Roof Remodel

Burley National Guard Armory, Burley, ID
Facility & Roof Remodel

Emmett National Guard Armory, Emmett, ID
Facility Remodel

Idaho Army National Guard, Boise, ID
Renovation of Buildings 557 & 558

Boise State University, Parking Structure #2, Boise, ID
New Facility

McCall Memorial Hospital, McCall, ID
Facility Remodel

Nunhems U.S.A., Boise, ID
Facility Addition, Design & Construction

City of Boise Fire Station #4, Boise, ID
Facility Remodel including Updated Mechanical & HVAC Systems

Indian Creek Veterinary Hospital, Caldwell, ID
New Facility

Education

Bachelor of Architecture
Degree, University of Idaho
2005

Masters Degree, University
of Idaho 2006

Registration

Licensed Architect, State of
Idaho

NCARB Certification

**Professional and
Community Affiliations**

American Institute of
Architects

Idaho Chapter of American
Institute of Architects

United States Green
Building Council

Lloyd E. Stalker Academic
Scholarship

Lillian Bowen, Project Manager

Aviation

Lillian has worked more than 31 years as a project planner, project manager, design engineer, and construction manager for a variety of airport projects. She began working in Idaho in 1978 as a design engineer and started contract project management in 2008. She is successful in completing aviation projects because she is familiar with airport development, planning and regulations, and she balances the needs and goals of both the sponsor and the governing agency. She has mastered the processes of submitting applications, developing cost estimates, creating project schedules, conducting on-site observations and quality assurance, compiling and writing technical reports, and coordinating teamwork strategies to maintain a cohesive bond between all agencies involved with a project. Lillian has built long-term relationships with her clients, and she has completed more than 40 airport projects within the state of Idaho.

Project Experience

Pocatello Regional Airport—Pocatello
Passenger Facility Charge; Project Manager

Driggs-Reed Memorial Airport – Driggs
Construction Manager

Jerome County Airport – Jerome
Project and Construction Manager

Weiser Municipal Airport – Weiser
Project Manager

Idaho Falls Regional Airport – Idaho Falls
Project Manager

Joslin Field, Magic Valley Regional Airport – Twin Falls
Project and Construction Manager

Teton Aviation Center – Twin Falls
Project Manager

Lewiston-Nez Perce County Regional Airport – Twin Falls
Project Administration

Education

Bachelor of Science Degree,
in Civil Engineering
University of New Mexico
1975

Professional Experience

31 Years of FAA in Aviation
Design, Planning, and
Construction Management

Kirk Nielsen, PE, Civil Engineering

Aviation

Kirk Nielsen, PE will serve as your Deputy Project Manager. Kirk brings 17 years of experience managing complex airport projects and programs. Previously with the Utah Department of Transportation's Division of Aeronautics, Kirk served as Program Manager and Aeronautical Planner supervising airport development throughout the State from 2003 to August 2012. Prior to 2003, Kirk worked as a rotational engineer, field engineer, design engineer and a design squad leader within the UDOT organization. He provides TWF with extensive understanding and working knowledge of the FAA, State Aeronautics Divisions, and the aviation community, which will be a valuable asset when planning and implementing your projects .

Project Experience

Wendover Airport, Runway 8/26 Runway Extension –Wendover, Utah
Project Manager

Driggs-Reed Memorial Airport – Driggs
Project Manager

Heber City Municipal Airport, Rates and Charges Study – Heber City, Utah
Project Manager

Utah State System Plan; Project Manager

UDOT Aeronautics Department; Program Manager and Aeronautical Planner

UDOT; Rotational Engineer, Field Engineer, Design Engineer

Programmatic Sensitive Species Habit Management Plan for 46 Airports; Project Manager

Education

Bachelor of Science Degree,
in Civil Engineering,
Utah State University

Bachelor of Business
Administration,
Utah State University

Registration

Licensed Professional
Engineer,
State of Idaho, Utah

Licensed Structural
Engineer,
State of Utah

Jeffery Hogan, PE, Civil Engineering

Aviation

Jeffery has 7 years of civil engineering experience including aviation design. His responsibilities as a project engineer include preparing complete construction plan sets, drainage plans and reports, overall site grading, roadway plan and profiles, utility design and profiles, plan details, quantities, cost estimates, and client coordination. Once a project enters into construction, Jeffery has been responsible for construction oversight. Most recently, Jeffery has provided design and construction oversight services for numerous projects at Wendover Airport, Springfield-Branson National Airport in Missouri, and the rehabilitation of Runway 16L/34R for Salt Lake City Department of Airports.

Project Experience

Wendover Airport, Construct ARFF/SRC Building; Construction Manager

Wendover Airport, Construct Parallel Taxiway A; Project Engineer/Designer

Wendover Airport, Construct Runway 8/26 and Taxiway; Project Engineer/Designer

Wendover Airport, Construct Parallel Taxiway B; Project Engineer/Designer

Salt Lake City International Airport, Runway 16L/34R Asphalt Overlay; Project Engineer/Designer

Springfield-Branson National Airport, Runway 14/32; Project Engineer/Designer and Resident Engineer

Springfield-Branson National Airport, Construct Commercial Terminal Apron, Taxiway G&F; Project Engineer/Designer/Resident Engineer

Springfield-Branson National Airport, Construct Commercial Terminal Apron, Taxiway W; Project Engineer/Designer/Resident Engineer

Springfield-Branson National Airport, Construct ARFF Building; Project Engineer/Designer/Resident Engineer

Education

Bachelor of Science Degree,
in Civil Engineering,
Oregon State University

Registration

Licensed Professional
Engineer,
State of Idaho, Oregon,
Utah, Colorado, NCEES

Christopher Adams, P.L.S.

Creek Hollow & Associates, Inc.

Creek Hollow & Associates has been serving the Southeast Idaho region for the past 6 years. The office location is in Chubbuck, Idaho. CH&A is owned and operated by Chris Adams who is a Licensed Land Surveyor in the State of Idaho. CH&A is a Land Surveying business performing boundary surveys, subdivision plats, ALTA surveys, and construction staking services for both the private and commercial sectors. These surveys require complete and detail site feature mapping, establishing both horizontal and vertical control with a required degree of accuracy, drafting of base maps for future design purposes, coordinate generation for staking, and regular client and/or contractor coordination and communication

Project Experience

Old Yellowstone Highway, Rigby, ID
Client: Keller Associates
Project Engineer

Caribou Memorial Hospital, Parking Addition, Caribou, ID
Client: JHS Architects
Project Engineer

American Falls Marina – R.V. Park Improvements, American Falls, ID
Client: Keller Associates
Project Engineer

5th West Extension, Rigby, ID
Client: Keller Associates
Project Engineer

Pocatello Square, Pocatello, ID
Client: Mickelson Construction
Project Engineer

Pocatello Regional Airport, Pocatello, ID
Client: Staker Parsons Companies
Project Engineer

Idaho Falls Regional Airport, Idaho Falls, ID
Client: HK Contractors
Project Engineer



Education

Bachelor of Science Degree,
in Civil Engineering

Registration

Licensed Professional
Engineer,
State of Idaho

Bart Larson

Strata Inc.

Bart has twenty years of experience in the special inspection and construction materials testing industry with progressive levels of responsibility from filed testing technician to project manager. He will act as the project manager for STRATA's services. Bart's responsibilities include: client management, development of scope and project budget, coordination of staff and equipment, quality assurance review of laboratory testing results, review of daily field reports and invoices. Bart has experience in many types of construction from airport runways to public venues, educational facilities, public works projects and commercial construction.

Project Experience

Idaho Falls Regional Airport, Idaho Falls, ID
Rehabilitate Runway 2 – 20 and Taxiways
Terminal Expansion
Project Manager – Quality Assurance and Quality Control Services

Portneuf Medical Center, Pocatello, ID
Renovation and Expansion
Project Manager

Rendezvous Center – Idaho State University, Pocatello, ID
Idaho Division of Public Works
Project Manager

Reeds Gym Expansion – Idaho State University, Pocatello, ID
Idaho Division of Public Works
Project Manager

Hoku Polysilicon Plant – Pocatello, ID
Project Manager

City of Caldwell – Waste Water Treatment Facility, Caldwell, ID
Phase IV Improvements
Project Manager

John Wayne Airport – Fire Station, Santa Ana, CA
Orange County Fire Authority & John Wayne Airport
Project Manager

Education

Fullerton College,
Administration of Justice

University of Phoenix,
Business Management

Professional Registration and Affiliations

Nuclear Densometer Safety
Trained
Radiation Safety Officer

American Concrete
Institute, Concrete
Field Testing Technician,
Grade I; Concrete Strength
Testing Technician

International Code
Council, Special Inspector
Certified in: Reinforced
Concrete,
Structural Masonry,
Pre-Stressed Concrete,
Structural Steel Welding,
Spray-Applied Fireproofing

Western Alliance for Quality
Transportation
Construction, Aggregate
Testing Technician

ASFE – Fundamental of
Professional Practice

Eric Sweitzer, C.E.T.

Strata Inc.

Eric has over 30 years of experience providing construction materials testing services on a variety of projects throughout STRATA's service area. He is currently the Transportation Project Manager for STRATA's operation in eastern Idaho. In this capacity, Eric is responsible for quality control and quality assurance services provided to contractors, engineers, owners and governing jurisdictions. Though Eric specializes in asphalt paving of highway construction projects, he has extensive experience in the field and laboratory testing of aggregate, soil and concrete. He has experience working with the Idaho Transportation Department, the Federal Highway Administration, and the Federal Aviation Administration, as well as many county and city highway departments. Eric is committed to providing clients with quality control/quality assurance in a cost effective manner and is committed to working with clients to identify and satisfy their needs.

Project Experience

Idaho Falls Regional Airport, Idaho Falls, ID
Rehabilitate Runway 2 – 20 and Taxiways
Senior Technician

Driggs Reed Memorial Airport, Driggs, ID
Runway and Parallel Taxiway Project
Senior Technician

Pocatello Municipal Airport, Pocatello, ID
Main Parking Lot Rehabilitation
Senior Technician

Nez Perce County Airport, Lewiston, ID
Runway Reconstruction
Senior Quality Control Technician

Jackson Hole Airport, Jackson Hole, WY
QC Density Control for Asphalt Pavement & QC Lab Testing

Pocatello Regional Medical Center, Pocatello, ID
Renovation and Expansion of Medical Facility

Education

Idaho State University, Civil
Engineering Technology,
1977

Registration and Professional Affiliations

Nuclear Densometer Safety
Trained

Western Alliance for Quality
Transportation
Construction, Base &
Embankment Testing
Technician, Asphalt Testing
Technician,
Aggregate Testing
Technician,
Concrete Field Testing
Technician

American Concrete
Institute, Concrete Field
Testing Technician,
Grade I

Stephen W. Bennett, PE, LEED AP

Swanson Rink

Steve has 36 years of overall experience and 15 years of project management experience. His experience includes project management for airport fueling systems, baggage handling systems, technology systems and MEP design. As a project manager, Steve is responsible for the day-to-day supervision of all facets of the project. He works with clients and project teams to develop project concepts and guidelines, schedules, coordinates teams for construction document preparation, construction administration, as well as start-up and testing. Steve is experienced in working with the Transportation Security Administration and is familiar with its regulations. He also manages the installation and testing, and reports on findings and performance of the equipment or integration software being tested.

Project Experience

Idaho Falls Regional Airport, Idaho Falls, ID

BHS Design

Project Manager

Boise Airport, Boise, ID

BHS Design and Simulations Services

Project Manager

University Park Airport, State College, PA

New Inbound and Outbound Baggage Handling Systems

Project Manager

Colorado Springs Airport, Colorado Springs, CO

New CBIS Design and Construction Management

Project Manager

San Bernardino International Airport

New Inbound BHS and CBIS

Project Manager

Bob Hope Airport, Burbank, CA

CBIS and Inbound BHS projects

Project Manager

Los Angeles International Airport Terminal 1, Los Angeles, CA

CBIS Design

Project Manager

Education

Bachelor of Science
Architecture Degree,
Iowa State University

Master of Business
Administration,
University of Colorado,
Denver

Registration

Licensed Professional
Engineer,
Colorado
Iowa
California
New Mexico
Nevada
Wisconsin

Scott F. McClure, P.E., Principal

McClure Engineering, Inc.

Scott started McClure Engineering in 1978 and has been providing consulting engineering services throughout the West for over 35 years. Scott McClure, P.E., a professional engineer licensed as a mechanical & structural engineer in the State of Idaho, as well as several other western states. Scott has experience with institutional government facility requirements, Davis-Bacon Act projects, as well as working with American Recovery Act funded projects, while performing design services for numerous Public Projects, Institutional Facilities, and Municipalities in the State of Idaho and DPW for the State of Idaho, for various Counties and Communities throughout the State, as well as the U.S. Department of Energy in association with the Idaho Water Resources.

Project Experience

Twin Falls/Sun Valley Regional Airport Terminal Building (In 1993) – Twin Falls
Mechanical and Plumbing design and construction administration

Twin Falls County Jail – Twin Falls
Mechanical design/construction administration and replacement of cooling tower

Twin Falls County Offices – West Office Complex – Twin Falls
Mechanical, HVAC, Plumbing & fire protection design/construction administration to remodel old Magic Valley Memorial Hospital into a County Office facility

Idaho State District 5 Probation and Parole Facility – Twin Falls
County West Office Complex Mechanical, HVAC, Plumbing & fire protection design/construction administration to remodel old Magic Valley Memorial Hospital into an Idaho State Probation & Parole facility

Idaho State University – Pocatello
Business Building, mechanical design and construction administration

Bickel Elementary – Twin Falls
Multi-Purpose Room Building Addition, mechanical design and construction administration

Registration

Licensed Professional Engineer, Structural and Mechanical, State of Idaho

Licensed Professional Mechanical Engineer, State of Arizona, California, Colorado, Illinois, Montana, Nevada, Oklahoma, Oregon, South Dakota, Utah, Washington, Wyoming

Professional and Community Affiliations

Better Business Bureau

Idaho Society of Professional Engineers

Idaho State Board of Professional Engineers and Land Surveyors from 1998-2008



Jon Goranson, P.E., Vice President

DC Engineering, Inc.

Jon's diverse background includes project management and design services on projects ranging from commercial and industrial construction to utility transmission and distribution. He has been involved with numerous high-paced technically demanding building projects. Jon's design strategies are tailored to each client's needs and he effectively communicates these to design team members. Jon's utility construction experience has given him a very thorough understanding of electrical systems on both sides of the meter.

Project Experience

Pocatello Airport – Pocatello

Electrical design and construction administration

Idaho Falls Regional Airport – Idaho Falls

Electrical design and construction documents

Boise State University Lab – Boise

Electrical design and construction administration

Ada County Jail, Facility Expansion – Boise

Electrical design and construction documents

Boise State University Parking Structure #2 – Boise

Electrical design and construction administration

Boise State University Science & Education Building – Boise

Emergency generator addition, design and construction administration

Education

Bachelor of Science,
Electrical Engineering
Degree, University of Idaho

Registration

Licensed Professional
Engineer:
State of Idaho, Arizona,
California, Colorado,
Montana, Utah,
Washington, Wyoming

Professional and Community Affiliations

National Council of
Electronics & Electrical
Engineering Society
Member

National Fire Protection
Association Member

United States Green
Building Council, Idaho
Chapter Member



Clay Bingham, Designer, Project Manager

DC Engineering, Inc.

Clay has twenty-seven years of experience in the electrical construction industry, including eighteen years as an electrician/electrical superintendent and over twelve years as an electrical designer. He is extremely knowledgeable in the areas of building power, lighting, communications systems, and hazardous locations. Clay has gained experience in this field with installations and designs throughout the western United States. As an electrical project manager, Clay excels at completing projects on time and within budget and implementing the latest technology for a design that will be both cost effective and energy efficient.

Project Experience

Pocatello Airport – Pocatello

Electrical design and construction administration

Idaho Falls Regional Airport – Idaho Falls

Electrical design and construction documents

Driggs Reed Memorial Airport – Driggs

Electrical design and construction administration

Royal Plaza, Facility Expansion – Boise

Electrical design and construction documents

Boise State University Skybox – Boise

Electrical design and construction administration

Juvenile Detention Center – Caldwell

Emergency generator addition, design and construction administration

Education

Associate of Applied
Science in Electronics,
College of Southern Idaho

Registration

Journeyman Electrician
State of Idaho





Boise Fire Station #7 at Commerce St.

Boise, ID

Based on an earlier feasibility study, this building conversion renovated an existing 18,000 sf metal building into a new fire station. The project consisted on designing a new building skin, 6 truck/response vehicle bays, living quarters for 6 x two shifts, fitness room, offices, public meeting room and storage.



Burley Idaho Army National Guard Readiness Center Renovation

Burley, ID

This project consists of remodeling the existing Burley Readiness Center including the design and installation of a new pitched metal roof, exterior modifications, renovated HVAC system, plumbing, electrical, ADA compliance, interior layouts, ADA improvements, site work, and antiterrorism force protection.



Jerome Readiness Center

Jerome, ID

This is the renovation of approximately 11,100 s.f. including a new wood truss and metal roofing overbuild, building entrance, complete mechanical, electrical and data cabling efficient windows, new Drill Hall radiant heating system, ADA improvements including ADA restrooms and showers and an updated Kitchen/Breakroom. Site improvements include relocation of the existing compound fencing to the property line, exterior site lighting, and HF antenna supports



Capitol Annex Swing Space Remodel - Old Ada County Courthouse

Boise, ID

As a Design/Build contract, INSIGHT and Guho Corp. were selected to renovate 50,000 square feet of this historical structure to serve as temporary offices for the Idaho State Legislature. Two existing court rooms were remodeled to provide daylighting to the Senate and House and JFAC Rooms. A mezzanine was added to the House in order to accommodate all the members.



Idaho State Veterans Administration Building

Boise, ID

Using BIM (Building Information Modeling) This new building is sited on the Idaho Veterans Campus. Floor plans are easily converted to 3D perspectives for easier client understanding of the facility planned. Sustainable design elements are incorporated throughout the structure including; geothermal heating, natural ventilation, daylighting, eco-friendly materials, retention of mature landscaping and finishes that promote healthy indoor air quality.



Tuesday January 21, 2014 City Council Meeting

To: Honorable Mayor and City Council

From: Dennis J. Bowyer, Parks & Recreation Director

Request:

Consideration of the request for the City Council to authorize the Mayor to sign the Recreational Trails Program grant application.

Time Estimate:

Staff presentation will take approximately 10 minutes. Following the presentation, we expect some time for questions and answers.

Background:

In October 2013, the Magic Valley Trail Enhancement Committee and staff presented to the City Council a Snake River Canyon Trail Plan. One of the recommendations was to have staff apply for a grant through the Idaho Department of Parks and Recreation (IDPR) for the proposed Pillar Falls trail section.

The Recreational Trails Program (RTP) is a federally funded pass-through grant that is administered by the IDPR. There is approximately \$1.5 million available annually in Idaho through this program. At least 30% of the funds are reserved for uses relating to motorized recreation; at least 30% are reserved for non-motorized recreation; and the remaining 40% must give preference to projects that provide for innovation recreational trails along corridor shared by motorized and non-motorized use. The City falls into the non-motorized recreation category. A minimum 20% match is required by the applicant.

Staff has received estimates on the construction of the trail and fencing for this section of the trail (approximately 2100 feet). Cost estimates for construction of the trail are \$63,690 and \$18,625 for the fencing, for a combined total cost of \$82,315. These costs are higher than originally estimated. The original trail base along the north end of property is not in the correct location. Additional dirt work and additional culverts are needed to relocate this portion of the trail. Staff is proposing a 44.56% match. This match is a combination of \$20,000 of City funds, \$10,000 from the Twin Falls Community Foundation and \$7,500 from the Magic Valley Trail Enhancement Committee. An additional \$10,000 in matching funds is being sought from a private foundation, People for Bikes. However, these funds will not be awarded until May 30, 2014.

Attached is a draft application. Staff is still collecting letters of support from community partners and compiling all of the required attachments. The grant application is due by 5:00 pm on Friday, January 31, 2014 to the Idaho State Parks & Recreation Department in Boise.

The grant applications are reviewed and rated by the advisory committees in March 2014, and then the Idaho Parks and Recreation Board will announce grants awards at their board meeting in either April or May. These funds will not be available until after July 15th; applicants have one year to expend the funds from the date of disbursement. If awarded, staff believes the trail could be under construction by August and be completed in September.

At the January meeting of the Twin Falls Parks & Recreation Commission, the Commission unanimously recommended for staff to present the grant application to the City Council, requesting the Council to authorize the Mayor to sign the grant application.

Approval Process:

A majority vote by the City Council is needed to approve this request.

Budget Impact:

There is \$208,000 in the current budget for trail projects. The overall cost of the project is estimated at \$82,315. Staff is proposing to use the commitments of \$7,500 from the Magic Valley Trail Enhancement Committee, \$10,000 from the Twin Falls Community Fountain, along with the \$20,000 from City funds as match for this grant application. We are requesting \$44,815 in grant funds from the Recreational Trails Program.

Regulatory Impact:

No regulatory impact.

Conclusion:

The Twin Falls Parks & Recreation Commission recommends the City Council authorize the Mayor to sign the Recreational Trails Program grant application. Staff concurs with the recommendation.

Attachment:

RTP Application – Draft

Location Map of the proposed Pillar Falls Trail

**IDAHO DEPARTMENT OF PARKS AND RECREATION (IDPR)
GRANT APPLICATION**

READ instructions carefully before completing this application.

*******Use the space provided on this form only.*******

IDPR Use Only
Rec'd by: _____
Date: _____

Applicant Agency: City of Twin Falls

Address: P.O. Box 1907 Twin Falls 83303-1907

City Zip

Contact Person: Dennis J. Bowyer Parks & Recreation Director

Name Title

Address: P.O. Box 1907 Twin Falls 83303-1907

City Zip

Daytime Phone: 208-736-2265 Cell Phone: 208-308-7200 Fax: 208-736-1548

E-Mail: dbowyer@tfid.org Check if you would like an email confirmation IDPR received application

County (where project is located): Twin Falls

Common name of project: Pillar Falls Trail

Project Location (state highway, area or body of water nearest to the site location and proximity to the nearest town or physical address): Northeast area of Twin Falls, along the southern rim of the Snake River Canyon and 3/4 of a mile east of the I.B. Perrine Bridge.

IDPR Program from which you are applying for funds:

(Check one box only)

- | | |
|---|---|
| <input type="checkbox"/> Waterways Improvement Fund (WIF) | <input checked="" type="checkbox"/> Recreational Trails Program (RTP) |
| <input type="checkbox"/> Recreational Vehicle Account (RV) | <input type="checkbox"/> Recreational Road & Bridge Fund (RRBF) |
| <input type="checkbox"/> Off-Road Motor Vehicle Fund (ORMV) | <input type="checkbox"/> Land & Water Conservation Fund (LWCF) |
| <input type="checkbox"/> Motorbike Recreation Account (MBR) | <input type="checkbox"/> Other _____ |

Grant Amount Requested: \$ 44,815 Match Amount Committed: \$ 37,500

Briefly describe the overall grant project (In one sentence): To construct a pedestrian/bicycle path along the Snake River Canyon's edge commonly called the Pillar Falls section. This path is approximately 2100 feet in length with approximately 1100 feet of safety fencing along the edge.

It is hereby mutually agreed and understood that the use of these funds will be for the purposes stated in this document only and are subject to the terms of the current Idaho Department of Parks and Recreation's Grant Agreement for this project, as signed by the authorized individuals. It is also understood that the applicant will comply with the appropriate Recreation Program rules as they now exist. Applicants that receive grants involving federal funds must comply with requirements as outlined in the Office of Management and Budget Circular A-133. **PLEASE SEE INSTRUCTIONS FOR EXAMPLES OF AUTHORIZED REPRESENTATIVE SIGNATURES.**

_____	_____
Signature of Authorized Representative	Mayor of Twin Falls
<u>Don Hall</u>	_____
Typed or Printed Name	Date

FOR WATERWAYS IMPROVEMENT GRANTS ONLY

The County Waterways Committee agrees and understands that this application meets the county's waterways improvement planning requirements.

County Waterways Committee Chair _____ Please Print Name Here _____ Date _____

1) PROGRAM PURPOSE - How does this project address the stated purpose of the program? (Please refer to the Program Description section of this manual for explanation of the program purpose.)

This project supports the program purpose of the Recreation Trails Program by constructing a new section of recreational trails along the Snake River Canyon in Twin Falls, which links to the existing canyon trail system. This is a non-motorized diverse use project, as the trail benefits more than one mode of non-motorized use. The trail will be used by walkers, runners, bicyclists and skaters year-round. If enough snow accumulates on the trail during the winter months it can also be used by cross-country skiers and snowshoers.

2) PROJECT URGENCY –

a) Describe the urgency of this project due to potential resource damage, or other impacts that may cause an opportunity to be lost if no action is taken. **If this project is not funded, what effects will it have?**

The City of Twin Falls has a comprehensive plan for parks and recreational trails. This plan calls for a continuous trail system from Shoshone Falls to the I.B. Perrine Bridge. Four sections of the canyon rim trail must be completed by the City in order for the trail to be continuous. The first section is the Pillar Falls section, which is the focus of this grant application. The City is currently in negotiations with the land owner of the next section to allow for a temporary trail this summer until a permanent trail can be constructed. The next section, which passes directly in front of the Evel Knievel jump site, will be completed by a third party as part of the site improvements in preparation for the proposed jump over the canyon in the fall of 2014. The fourth section is only approximately 320' in length and can be completed as soon as the other three sections of trails are completed.

The Pillar Falls section of the trail was initially started by a private developer in 2011 as a requirement of the City to develop the property. This developer has since gone out of business and commercial development of this site has ceased. The base of the trail was completed by the developer approximately three years ago. Due to weather and lack of maintenance, the base is slowly deteriorating. The longer the City waits to construct this section of the trail, the more work will have to be redone to the base, thus increasing the overall cost of the project.

b) How does the project address public health and safety issues? (See examples in the application instructions.)

The City of Twin Falls is committed to providing its citizens with recreational facilities to enhance public health. Walking is one of the best activities one can do to improve overall health. This trail section will provide the public with an additional section to walk along the Snake River Canyon, further enhancing the physical and mental health benefits of the trail.

Fencing along the trail will provide safety benefits to prevent the general public from getting too close to the canyon's edge.

3) PROJECT IMPACT -Describe how the project creates new opportunities not currently available? (See examples in the application instructions)

As stated above, Pillar Falls trail is one of the four sections of canyon rim trail that is not completed along the Snake River Canyon from Shoshone Falls to the I.B. Perrine Bridge. Completing this

section of the trail will provide the public with another section to enjoy along the canyon rim and bring the City one step closer to the goal of a continuous trail. In addition, this section of the trail showcases Pillar Falls. Without this section, Pillar Falls is inaccessible to the public.

4) PLAN OR SURVEY - Is this project included in an outdoor recreation plan or survey? How does this project relate to the recommendations of the plan? (See application instructions for examples of recreation plans.)

The following plans/reports/studies list the development of the Snake River Canyon Rim Trail System. The Pillar Falls section is just one of the sections for development. As is evidenced in the timeline, the City is committed to creating and completing the canyon trail system. RTP grant funds will assist the City in completing these goals.

- Report of the Canyon Advisory Committee – April 1975.
- Twin Falls Comprehensive Plan – June 1993. One of the goals of this plan was a Greenway and Trail System. “Support the establishment and maintenance of a linear open space network, including the preservation of prime natural areas.” One of the policies for this goal was to “Develop a Trails Network Plan for pedestrians and bicyclists that will consider recreation and commuter requirements.” The concept bikeway plan shows a trail in this Pillar Falls area.
- The Canyon Rim Plan (City of Twin Falls) – The Report of the Twin Falls Canyon Rims Land Use Advisory Committee – August 1994. One of the general recommendations of this committee called for “The City of Twin Falls (to) pursue development of a continuous greenway along the canyon rims.” The Canyon Rim Concept Plan overview shows this section of trail in their plans.
- City of Twin Falls Strategic Plan 2001-2003 – “Acquire Auger Fall property, identify and acquire Canyon Rim Trail property by 12/31/03”. The Pillar Falls section was one of the properties identified to acquire for the Canyon Rim Trail.
- City of Twin Falls Strategic Plan 2004-2005 – “Develop a funding plan for the six undeveloped segments of the Canyon Rim Trail by 6-1-04”. One of the six undeveloped segments is the Pillar Falls segments.
- The Twin Falls Master Transportation Plan – 2008. The map for bike facilities shows this segment of the trail as a proposed off-street recreation trail.
- Twin Falls Vision 2030 (Comprehensive Plan) – February 2009. Section 9 - Parks, Recreation and Trails. In a survey taken for this plan, trails along the Canyon Rim were rated as a 5.1 (1 being unimportant, 7 being very important). The most desired activity in the survey was biking/trails, and 37% of the respondents wanted more trails. The resulting Goal and Policy for Trails – To provide more opportunities for Twin Falls residents to walk, jog, and bike on designated city trails. The plan identifies the Pillar Falls section as one of its off street trails.
- Magic Valley Trail Enhancement Committee – October 2013. Recommended to the City Council that the City of Twin Falls pursue grant funding opportunities through the Idaho State Parks and Recreation Department to fund the Pillar Falls section.

- City of Twin Falls Community Strategic Plan 2030 – April 2013. Connectivity of the Canyon Rim Trail was included in three of the seven focus areas of the plan: Healthy Community, Accessible Community and Environmental Community.
- The Executive Summary of the Statewide Comprehensive Outdoor Recreation and Tourism Plan (SCORTP) includes several goals and objectives that the City has incorporated for the Pillar Falls Trail.
 1. "...build consensus among non-motorized recreationists to identify funding sources for development, maintenance and management of outdoor recreation opportunities on public lands to meet their needs."
 2. Develop access to motorized and non-motorized trails in and near communities.
 3. Develop connecting trails between communities and recreation opportunities.
 4. Develop viable human-powered transportation systems.

The City of Twin Falls has worked to support these statewide goals and objectives by working with the Magic Valley Trail Enhancement Committee, the Twin Falls Parks and Recreation Commission and the Magic Valley Community Foundation on the development and construction of trails in Twin Falls.

5) SCOPE OF WORK -

- a. **Describe what the project will accomplish.** Describe the project planning. Explain, in detail, what will be accomplished, including the number of units, timetable, etc. If equipment, who will be using, number of hours used per year, and for what? (**IMPORTANT:** Construction drawings or conceptual plans **should be** attached to this application. Please do not use anything larger than 11x17 size paper.)

The grant funds would be used to construct a paved bicycle/pedestrian pathway ten feet in width with two-foot shoulders on each side. The pathway will be approximately 2100' in length.

Attachment #1 - Cost estimates from Idaho Sand & Gravel

Strip vegetation off of existing sub-base, regrade, and compact	\$ 7,200.00
Furnish and install 4" of city spec base gravel	\$13,480.00
Furnish and install 2" thick asphalt mat	\$29,610.00
Fill for sub base 330' wide x 2' average fill	\$ 9,800.00
Three Culvert crossings	\$ 3,600.00
TOTAL COST	\$63,690.00

The estimated start date is August 2014 and the completion date is October 2014.

Attachment #2 - Fencing Estimates

Attachments #3, 4 & 5 – Grading Plan

- b. Have you discussed this project (in detail) with IDPR staff and/or the respective advisory committee member? Please list the IDPR staff and/or committee member:

Name:	Date Contacted:
<u>Jill Murphey – Grants Specialist – IDPR Site Tour</u>	<u>August 7, 2013</u>
<u>Chris Schut - RTP Advisory Committee Member Site Tour</u>	<u>August 22, 2013</u>
<u>Alan Crockett – RTP Advisory Committee Member Phone Call</u>	<u>January 15, 2014</u>

6) JUSTIFY THE NEED AND DEMAND FOR THE PROJECT -

Describe the **CURRENT** use in the area (*Waterways, RV, ORMV, and/or other*) and the **POTENTIAL** use expected with the development of this project. (Include user days, types of users, number of users during high use, etc.) Describe the current deficiencies and how they will be corrected with the development of this project. **Why is this project needed?**

Currently there is no use at this site, as it is undeveloped and there is no access to the site/canyon rim at this location. The **potential** beneficiaries of this completed section of trail are: pedestrians (walkers, runners), bicyclists, skaters and any other non-motorized users of our existing trails along the canyon rim. Users of the trail system include both residents and non-residents of the City.

This section of the trail will be used year-round, as the snow does not accumulate or remain on the trails for a long period of time during the winter months. When there is snow accumulation, different types of users are attracted to the trail – snowshoers and cross-country skiers.

Currently, the population of Twin Falls is 45,158 people. The City serves as the retail, educational, medical and employment center of an eight county area, with a total population of over 250,000. On average, an additional 30,000 people enter the city daily and utilize city services. During the winter season, the City estimate that between 200-250 people use the existing trails daily during the week and 350-400 users on weekends. During the summer season, it is estimated that between 500-700 people use the existing trails daily during the week and 750-1,000 daily users on weekends. The most frequently asked question of City officials is in regards to the trail system, when the existing sections will be connected and when the entire trail system will be completed.

7) MAINTENANCE AND OPERATION - Describe provisions for ongoing maintenance and operation of the project (*Who will be responsible for the maintenance and operation and what is the annual budget?*)

Currently the City of Twin Falls Parks Department maintains 5.8 miles of paved bicycle/pedestrian trails along the Snake River Canyon Rim and in the Rock Creek Canyon Parkway. These 5.8 miles are comprised of six (6) different, non-continuous sections. These sections are inspected and cleaned weekly during the non-winter months. The trails are swept monthly (or more often if needed). A sweeper unit was purchased by the City in 2011 for the purpose of sweeping our trail system.

A seasonal employee in the Parks and Recreation Department is hired each year, with their primary duty being the maintenance and sweeping of the trails. In 2013, the City implemented an “Adopt a Trail Program” that allows community organizations to adopt different sections of the trail system and to provide clean-up a minimum of six times per year. Nine sections were set up along the Snake River Canyon Rim Trail System and all were adopted within two weeks of the City announcing the program.

Every 7-10 years, an application of sand slurry is put on all the trails to extend the life of the trails, these applications are budgeted as a capital improvement project through the City’s budgeting process.

8) OBLIGATED MATCHING FUNDS – (a.) List the source, (b.) amount, and give a (c.) description of matching funds obligated to the project. Add column “b” and put total at the bottom.

(a.) CONTRIBUTOR	(b.) AMOUNT	(c.) DESCRIPTION
City of Twin Falls	\$20,000	Cash
Magic Valley Trail Enhancement Committee	\$ 7,500	Cash
Twin Falls Community Foundation	\$10,000	Cash
TOTAL	\$37,500	

*Provide letter(s) of commitment or other documentation to verify the match from **each** contributor. Your match will not be considered without appropriate letter(s) of commitment. Make sure the dollar value is noted on the letter of commitment.*

The total in column “b” must be the same as the total in the “matching share” column “B” on the next page.

9) USER GROUP SUPPORT – Describe the amount of support this project has from its associated user group(s). How has this support been demonstrated? (List supporting groups and attach letters of support.)

Letter of Support from Magic Valley Trail Enhancement Committee – **Attachment #6**

Letter of Support from bicycle retailers in Twin Falls – **Attachments #7, 8, and 9**

Letter of Support from Twin Falls Chamber of Commerce – **Attachment #10**

Letter of Support from Twin Falls YMCA – **Attachment #11**

10)BUDGET

Project Name: Pillar Falls Trail

For IDPR Use Only Grant #		Source of Funding			IDPR Use Only
Project Components	(C) Total Cost	(B) Matching Share	(A) Grant Request	Amount Approved	
Construction of Trail	\$63,690	\$27,500	\$36,190		
Fencing along Trail	\$18,625	\$10,000	\$ 8,625		
TOTALS	\$82,315	\$37,500	\$44,815		
% of TOTAL	100%	45.56%	54.44%	%	

**Round to the nearest dollar and percentage. Be sure to check your addition. Columns A+B=C.*

NOTES:

- For RV, WIF, ORMV, Motorbike, Road & Bridge projects – match is not required (except for motorized equipment as noted below), but more points are awarded to projects with financial commitments from the sponsor.
- For RTP projects only – A 20% match is required with 5% of the total project being non-federal money.
- For WIF projects only – grants for motorized equipment valued up to \$50,000 require a 25% match. WIF grants for motorized equipment valued at greater than \$50,000 require a 20% match.
- For ORMV, RTP, Motorbike and RV projects - grant requests for motorized equipment over \$1,000 (each) and under \$50,000 (each) shall require a minimum of 50% matching funds to be eligible for funding under Board Policy.
- For LWCF – 50% match is required.

The following questions are for administrative use and must be completed to establish eligibility of the project.

A. ACCESSIBILITY – Explain how the project complies with accessibility requirements as stated in the Uniform Federal Accessibility Standards, Americans with Disabilities Act Guidelines, or Uniform Building Code? (***Include construction drawings or conceptual plans to support accessibility. Please do not use anything larger than 11x17 size paper.***)

At this time, we do not have construction drawings for this trail section. Attached are the grading drawings for the trail. The City’s Engineering Department certifies that these drawings meet the ADA guidelines.

Attachments #3, 4, & 5 – Grading Plans

B. SITE DESCRIPTION - Describe the site as well as the surrounding area. Explain the compatibility of the project to the site. (*Include site location map, scale site plan including boundary and utility information, if available.*) If the grant is for equipment, describe where it will be used (include map). Be specific.

Currently the Pillar Falls site is undeveloped. Preliminary base work was completed for the trail several years ago by a developer who has since left the project. The north side of the site is an existing private residence. The trail will run along the south side of this property and will connect with the existing trail on the west side of the private residence. The south side of the site is Pole Line Road; the trail will stop at Pole Line until the next section of trail is completed. The northeastern side of the site is the edge/rim of the Snake River Canyon.

Attachment #12 is the location map, along with the proposed location of the trail.

C. PROJECT DESIGN - Who will design and/or engineer this project? Is the person/company licensed?

The City of Twin Falls Engineering Department will design and engineer the project. The City employs five licensed engineers.

D. PROJECT PERIOD – What are the intended start and completion dates?

Estimated Project Start Date: 08 / 01 / 2014

Estimated Project End Date: 10 / 01 / 2014

Do not begin on your project or incur costs until notified by an IDPR grants specialist.

E. PROJECTED LIFE OF THE PROJECT/EQUIPMENT -

- 1-5 years
- 6-10 years
- 11-15 years
- 16-20 years
- 20+ years

F. **USE FEE** - Will a fee be charged for use of or access to this project?

Yes No

If Yes, justify the need to charge and specify the amount, to whom the fee will apply, and how the collected fee will be used. Be specific

G. **PUBLIC INVOLVEMENT** - Describe the public involvement process (*in detail*) used in the planning of this project and the results of the input (*attach necessary documentation*). **If your project will impact fish and/or wildlife, the Idaho Department of Fish and Game must be notified.**

NOTE: PUBLIC INVOLVEMENT IS MANDATORY FOR ALL APPLICANTS AS STATED IN IDAPA CODE 26.01.31.100.03. YOUR APPLICATION IS NOT ELIGIBLE WITHOUT PUBLIC INVOLVEMENT!

On October 28, 2013, the Magic Valley Trail Enhancement Committee (MVTEC) along with City staff presented to the Twin Falls City Council a trail plan for the Pillar Falls section along with three other sections. The MVTEC recommended that the City apply for a grant through the Idaho Department of Parks and Recreation to fund the Pillar Falls section of the trail system. Minutes from this meeting are included as [Attachment #13](#). An article from the Times-News regarding this meeting is included as [Attachment #14](#).

On November 6, 2013, a Bike Forum was hosted by the City of Twin Falls to gather input on bike pathways in and around the community. The Press Release for this public meeting is included as [Attachment #15](#). Even though this meeting was not intended to discuss this specific section of the canyon rim trail, proposed bike pathways maps were produced by the general public and included a trail at Pillar Falls. Maps showing bike pathways proposed by the general public at this meeting are included as [Attachments #16 & 17](#).

City staff presented the same trail plan as above to the Twin Falls Parks & Recreation Commission on November 12, 2013. The Parks and Recreation Commission unanimously supported this plan. Minutes from this meeting are included as [Attachment #18](#). A Times-News article from this meeting is included as [Attachment #19](#).

The Twin Falls City Parks & Recreation Commission recommended applying for the Recreational Trails Program grant to fund the Pillar Falls section of the Canyon Rim trail. This meeting was held January 14, 2014. Minutes from this meeting are included as [Attachment #20](#).

The Twin Falls City Council authorized the Mayor to sign this grant application and commit matching funds in the amount of \$37,500 towards the Recreation Trails Program grant at its January 27, 2014 meeting by a unanimous vote. Minutes from this meeting are included as [Attachment #21](#).

H. PERMITS - Does this project require any necessary permits or National Environmental Policy Act (NEPA) documentation? Yes No

- If Yes, the permits have been obtained (*attach copy*)
- the permits have been applied for
- the permits have not been applied for
- the approved NEPA documentation is complete (*attach copy*)

If Yes, please identify the permits that will be required: _____

I. APPLICANT OWNERSHIP - Describe ownership of the project site:

- The application is for equipment/service (*land ownership is not required*).
- Applicant owns land (*attach a copy of Fee Simple Title – Is the deed and title clear?*)
- Applicant has a Management Agreement or Memorandum of Understanding with the legal landowner/management agency. (*Attach copy of MOU and letter of support from landowner*)
- If ownership is different from above, describe specifically:

J. For Recreational Trails Program Grant Applications ONLY

Motorized Non-Motorized Diverse Use (Must check one. See program descriptions)

Project Name Pillar Falls Trail

INSTRUCTIONS:

This survey is a requirement for funding from the Federal Highway Administration (FHWA) and the Recreational Trails Program. Please complete all items. Only those projects selected for funding will be submitted to the FHWA for their approval. **Please note that any answer enclosed by a box requires further explanation (on a separate sheet).**

1. Land Use

a. Briefly describe the land use in the project area. Attach a land use map if needed.

This area is a mixed use Planned Unit Development (PUD) with residential and commercial proposed development. The City also has a Canyon Rim Overlay District (CRO) on all parts of the Snake River Canyon within 700' of the canyon. This trail project falls 100% in the Canyon Rim Overlay District. The purposes of the CRO are:

1. To protect the public and private property owners from the natural hazards of rock fall and slope failure along the Snake River Canyon and Rock Creek Canyon.
2. To protect views and create a unique visual environment along the canyon rims.
3. To preserve and improve the aesthetic appearance of the canyon rims for the enhancement of the quality of life in the community.
4. To provide development standards which enhance the value of Canyon Rims areas for land owners, developers and the community alike.

b. Is the project consistent with management/development plans for the area? Yes X No

Name of Plan Twin Falls Vision 2030 – A Comprehensive Plan for a Sustainable Future

2. Socioeconomics

Will the proposed project *positively or negatively impact, or have no effect* on any of the following?

- | | | |
|--|---|-----------|
| a. Health/Education Facilities | + | |
| b. Emergency Service Providers | | no effect |
| c. Public Utilities | | no effect |
| d. Residential Area | + | |
| e. Handicapped, Minorities, or Elderly | + | |
| f. Local Tax Base | | no effect |
| g. Economic Activity | | no effect |

3. Natural Resources

a. Are any of the following in the project area? (please check)

Streams	<u> </u>	Floodplains	<u> </u>	Wild and Scenic Rivers	<u> </u>
Rivers	<u> </u>	Lakes	<u> </u>	National Natural Landmarks	<u> </u>
Wetlands	<u> </u>				

b. Will the project permanently or negatively impact the following?

Soil Erosion or Sedimentation Yes No X Wildlife and Wildlife Habitat Yes No X

4. Historic and Archeological Resources

a. Will the project have an effect on historic or archeological resources? Yes No X

b. If the project has an effect on historic or archeological resources, Yes No X
has the effect been coordinated with the State Historic Preservation Office?

5. Hazardous Wastes

Is there any potential for involvement with hazardous wastes?

Yes

No

6. Noise

Is there potential for the project to have a noise impact on surrounding land uses?

Yes

No

7. Air Quality

Will the project have an adverse impact on air quality?

Yes

No

K. For Land & Water Conservation Fund (LWCF) Grant Applications ONLY

(Further explanation of the project may be described on a separate sheet.)

PROJECT DESCRIPTION:

I. Project Type: Acquisition Development Redevelopment

Combination: Acquisition & Development

II. Is the facility part of or adjacent to another recreation facility?

Yes No

III. Is the facility a former LWCF Project? Yes No If yes, list project number(s) 16-_____

IV. How many acres are included in the project? _____

V. GPS Coordinates (Deg./Min./Sec./Dir.) _____

Latitude _____ Longitude _____

VI. Maps: The 6(f)(3) project boundary map is a dated project boundary map showing the park area to be covered by Section 6(f)(3) of the Land and Water Conservation Act of 1965. The map should provide location, size indicators and a picture of key facilities and landmarks to help later project inspectors better identify and evaluate the site. All streets must be labeled, include a north arrow, etc. The area will be the entire park, open space, or recreation area being developed or added to. The property must remain open to public outdoor recreation in perpetuity.

Submit a map that shows the location of the site. The location map must give sufficient detail so a person who has never been in the area before can find the site.

VII. Congressional District where the project is located: _____

VIII. Does the project acquire or protect wetlands? Yes No If yes, please explain.

IX. What currently exists on the property? (Any existing development, power lines [underground or overhead], sewer or water, buildings, etc.) If support elements such as roads, parking, water, sewer, and power do not exist on the property, please explain how they will be provided. Also describe any changes you will make to them.

X. How does this proposal implement statewide outdoor recreation goals as presented in the Statewide Comprehensive Outdoor Recreation Plan (SCORP) (include references).

XI. Has any prior environmental review been undertaken at any time for this proposal or related efforts that could be useful to understanding potential environmental impacts? If so, please explain.

FUNDING:

I. Fifty percent (50%) match is required on all LWCF projects.

II. The applicant agency will be responsible for the Grand Total in relation to the completed project. Explain how your agency will finance the total cost of the project. Remember, LWCF money cannot be used as "seed money". LWCF only reimburses completed work.

Do not start work on the project prior to receipt of a signed agreement.



Date: Tuesday, January 21, 2013
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager
Fritz Wonderlich, City Attorney

Request:

Discussion of draft 3 of the Agreement with Beckley Media to use Twin Falls City property in his effort to jump the Snake River Canyon. *This will not be an action item.*

Time Estimate:

The presentation will take approximately 20 minutes in addition to time needed for answering questions. Representatives with Beckley Media will also be available to make comments and answer questions.

Background:

During this agenda item, City staff will discuss the recent modifications made on the working draft Agreement between Beckley Media and the City of Twin Falls for use of City property, specifically the Evel Knievel jump site.

This agenda item is only intended to be discussion item at this point and the primary purpose of this item is to solicit the Council's collective thoughts.

It is important to remember this Agreement is considered to be a working draft and changes will continue to be made to it throughout the negotiation process.

Since the last working draft Agreement was presented to the City Council, the City Staff has worked on changing the "sublease/assignability" and compensation for the use of the City's jump site.

City Staff will review changes made in the draft at the Council meeting.

Approval Process:

This is only a discussion item and is not ready for Council consideration at this time. When the document is ready, approval of the Agreement requires a simple majority vote of the City Council members present.

Budget Impact:

There is no budget impact associated with this request.

Regulatory Impact:

There is no regulatory impact associated with this request.

Attachments:

Working Draft #3 will be available online before closing of business day. (January 17, 2014)



Date: Tuesday, January 21, 2014
To: Honorable Mayor and City Council
From: Mitchel Humble, Community Development Director

Request:

Consider and act on a request to adopt an ordinance amending City Code 3-18 regarding City issued permits for mobile food concessions.

Time Estimate:

The staff presentation will take approximately 2 minutes. We expect additional time will be needed to discuss and answer questions.

Background:

City Code 3-18 deals with the City's regulation of mobile food concessions on City property, like a street, sidewalk, or public parking lot. However, there is no provision in the Code for the City Clerk to issue a permit to a mobile food vendor for operation on private property. This topic was discussed by the Council at their 12/16/13 meeting. At that meeting, the Council directed staff to prepare an amendment to City Code 3-18 to allow the issuance of mobile food concession permits for operation on private property.

An ordinance was prepared and presented to the Council at their 01/06/14 meeting. At this meeting, the Council directed staff to make several specific modifications and re-schedule the ordinance for consideration. The modifications were made as directed and presented to the Council on January 13, 2014. No changes were directed at that meeting. The proposed ordinance is attached and ready for the Council's consideration. The proposed ordinance includes the following changes to the draft presented on 1/06/14:

1. 3-18-3(A): changed the 20 day permit turn-around time to 10 business days
2. 3-18-4(A): struck the requirement for a food truck to be accessory to another use on the property
3. 3-18-4(B): split former paragraph B into several sections
 - a. New (B): a public health permit is required
 - b. New (C): a City food concessionaire permit is required
 - c. New (C), 1: annual permits
 - d. New (C), 2: 10 business day application turn-around
 - e. New (C), 3: permit fee of \$100
 - f. New (C), 4: application to include site plan and property owner permission, the detailed site plan with list of what to include and the access to restrooms have been removed
 - g. New (C), 5: application to include trash, wastewater, and grease disposal plan
4. 3-18-4(C): the former (C) dealing with locations of lots with existing permanent businesses has been removed
5. 3-18-4(D): the new (D) establishes setbacks for food trucks, was included in the former (B)
6. 3-18-4(E): the new (E) prohibits drive-throughs, was included in the former (B)
7. 3-18-4(F): the new (F) electrical connection approval, was included in the former (B)
8. 3-18-4(G): the remaining items in 3-18-4 from (G) to (M) have only changed in their numbering, they were the former (D) to (J)

The ordinance has been revised as outlined. Staff feels that these provisions will allow the operation of mobile food concession units on private property while providing appropriate regulation to mitigate for the potential negative

impacts of their operation. We also believe we have been able to address concerns that were mentioned by the Council on 12/16/13 and again on 01/06/14, like ensuring that mobile food units do not permanently locate somewhere and never move. Staff recommends adoption of the attached ordinance as presented.

Approval Process:

Should the Council elect to adopt the ordinance at this meeting, a motion to suspend the rules and place the ordinance on third and final reading by title only will be necessary. That motion requires a supermajority vote to approve. Once on third and final reading, a simple majority vote of the Council is necessary to adopt the ordinance.

Budget Impact:

There is not significant budget impact associated with approval of this request.

Regulatory Impact:

Approval of this request will amend the City Code to allow the operation of mobile food concession units on private property with the regulations described. The City currently has at least three applicants waiting for approval of the request so that they can be issued a permit.

Conclusion:

Staff recommends that the Council adopt the ordinance as presented.

Attachments:

Proposed Ordinance No. 3059

ORDINANCE NO. 3059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING CHAPTER 18 OF TITLE 3 OF THE TWIN FALLS CITY CODE REGULATING MOBILE AND MOTORIZED FOOD CONCESSIONAIRES BY REORGANIZNG THE CHAPTER; BY MAKING TECHNICAL CORRECTIONS; BY INCREASING THE ANNUAL PERMIT FEE TO \$100; AND BY ADDING MORE DETAILED REQUIREMENTS FOR MOBILE AND MOTORIZED FOOD CONCESSIONAIRES OPERATING ON PRIVATE PROPERTY.

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

Section 1: That Twin Falls City Code §3-18-1 is amended as follows:

3-18-1: DEFINITIONS:

The following words shall have the following meanings:

COMMERCIAL ACTIVITY: Commercial displays, commercial enterprises, commercial promotions, arts and crafts displays, exhibits, and other commercial activities with items for sale, including food concessions, all of which may hereafter be referred to as commercial activity.

MOBILE FOOD CONCESSIONS: Stands, carts, or like devices from which food and beverages are sold which are designed to be moved during operation.

MOTORIZED FOOD CONCESSIONS: Motorized vehicles from which food and beverages are sold, including food trucks, trailers ~~houses~~, ~~watercraft~~, and vans.

NON-MOBILE FOOD CONCESSIONS: Temporary stands from which food and beverages are sold that are not designed to be moved during operation.

Section 2: That Twin Falls City Code §3-18-2 is amended as follows:

3-18-2: COMMERCIAL ACTIVITY ON ~~CITY~~ PUBLIC PROPERTY PROHIBITED;
EXCEPTIONS:

No commercial or business activity of any nature, except as specifically allowed herein in this Chapter, shall be carried on or conducted on ~~City-owned~~ public property.

- (A) Commercial displays, promotions, arts and crafts displays, exhibits, commercial activities, or commercial enterprises with or without items for sale are prohibited on City property unless the displays are directly related to a specific event that has met with the approval of the City.
- (B) The display, sale, vending or hawking of food, goods, wares, merchandise or services on the public streets or sidewalks of the City without the consent of the adjoining property owners and without first having obtained the consent of the City Council of the location and method of such activity is prohibited.

Section 3: That Twin Falls City Code §3-18-3 is amended as follows:

3-18-3: MOBILE FOOD CONCESSIONAIRES; PERMIT, APPLICATION, REGULATIONS ON PUBLIC PROPERTY:

Mobile food ~~Food~~ concessionaires may operate on City public property under the following conditions and subject to the following standards:

- (A) The concessionaire must obtain a public health permit prior to issuance of the City permit. All permits shall be issued on a ~~quarterly calendar~~ an annual basis. Application for such permit shall be made on a form supplied by the City Clerk ten (10) business ~~twenty (20)~~ days in advance of the issuance of such permit. The City Clerk shall charge ~~twenty five~~ one hundred dollars (\$~~25.00~~-\$100.00) for each ~~quarterly~~ annual food concession permit. ~~The City Clerk shall charge an additional ten dollars (\$10.00) for each quarterly food concession permit for concessions operated within the boundaries of the Business Improvement District. Permits shall be renewed by the first business day following the first day of each quarter or the permit shall immediately expire and a new permit shall be required.~~
- (B) Each food concession unit must have attached thereto or to a part thereof a trash and garbage disposal container capable of holding all trash and garbage generated by the operation of the concession. The container shall be emptied periodically as necessary in order to insure, at all times, public access and use of the container. Each concessionaire or his employee shall, at all times, keep their cart and the immediate area (within ten feet (10')) free of litter, grease, and other debris which results from their operation.
- (C) Motorized food concession vehicles (such as trailer houses, vans, etc.) shall be allowed in ~~all~~ public parking lots when there is a specific event at or adjoining the proposed location and the concession is directly related to the event and meets the approval of the event sponsor and City Parks Director.
- (D) Food concessionaires shall not use City utilities or property including but not limited to picnic tables, benches, electrical power, garbage or trash containers, without written permission from the City Parks Director and payment of appropriate fees.
- (E) All ~~mobile~~ food concessions shall contain at least one functional fire extinguisher approved by the Fire Department.
- (F) All food concessionaires shall provide proof of liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00) and shall agree in writing to hold the City harmless from any injury or damage resulting from the operation of the concession and shall carry workmen's compensation insurance as required under Idaho law.

Section 4: That Twin Falls City Code §3-18-4 is amended as follows:

3-18-4: MOBILE FOOD CONCESSIONAIRES; PERMIT, ISSUANCE:

- (A) ~~The City Clerk shall issue a permit for the operation of a mobile food concession twenty (20) days after the filing with the City Clerk of an application therefor accompanied by payment of the quarterly permit charge and the public health permit as required in Section 3-17-3.~~

- ~~(B) A separate permit shall be required for each month, or portion thereof, of operation and shall be issued by the City Clerk on the applicant again complying with the provisions of this chapter. The twenty (20) day requirement shall not apply to renewal permits.~~
- ~~(C) A separate application and permit shall be required for each individual mobile food concession cart or like device.~~
- ~~(D) Each concession, cart or vehicle shall be permanently numbered, and each City and Health Department permit issued will be correspondingly numbered and apply only to the respectively numbered cart, vehicle, or other mobile concession.~~
- ~~(E) Each City and Health Department permit shall be continuously displayed in a conspicuous place on each mobile food concession stand.~~
- ~~(F) Permits shall be nontransferable and nonassignable.~~

MOBILE AND MOTORIZED FOOD CONCESSIONS ON PRIVATE PROPERTY:

Mobile and motorized food concessionaires may operate on private property under the following conditions and subject to the following standards:

- (A) Food concessionaires on private property are permitted only in the commercial and industrial zones of the City.
- (B) The concessionaire must obtain a public health permit prior to issuance of the City permit.
- (C) A City permit must be obtained prior to operation of a food concessionaire on private property.
 1. All permits shall be issued on an annual basis.
 2. Application for such permit shall be made on a form supplied by the City Clerk ten (10) business days in advance of the issuance of such permit.
 3. The City Clerk shall charge one hundred dollars (\$100.00) for each annual food concession permit.
 4. The application must include a site plan and written permission from the property owner to allow the operation of the concession. All site plans shall be reviewed by the Planning and Zoning Department.
 5. The application shall include a detailed description, including copies of contracts, for the disposal of trash, wastewater and grease.
- (D) Minimum setbacks shall be the same as for buildings.
- (E) Drive throughs shall not be permitted.
- (F) Any electrical connections shall be first approved by the City's electrical inspector.
- (G) Food concessionaires shall be located a minimum distance of five (5) feet from the edge of any driveway or public sidewalk, utility boxes and vaults, handicapped ramp, building entrances, exits or emergency access/exit ways, or emergency call box and shall not locate within any area of the lot that impedes, endangers, or interferes with pedestrian or vehicular traffic. Food concessionaires shall be located a minimum distance of fifteen (15) feet in all directions of a fire hydrant.

- (H) Food concessionaires and associated seating, if any, shall not occupy parking spaces required to fulfill the minimum requirements of the principal use unless the principal use's hours of operation do not coincide with those of the food concessionaire. Food concessionaires and associated seating, if any, shall not occupy parking spaces which may be leased to other businesses and uses to fulfill its minimum parking requirements, nor occupy any handicap accessible parking space.
- (I) No free-standing signage or audio amplification shall be permitted. Temporary connections to potable water and other utilities (except electrical as provided above) are prohibited.
- (J) Hours of operation shall be limited to the hours between 7:00 AM and 10:00 PM. Extended hours of operation may be authorized upon approval of a Special Use Permit.
- (K) Food concessionaires shall be responsible for the proper disposal of waste and trash associated with the operation. City trash receptacles shall not be used for this purpose. Food concessionaires shall remove all waste and trash from their approved location at the end of each day or as needed to maintain the health and safety of the public. Food concessionaires shall keep all areas within five (5) feet of the concession and any associated seating area clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease may be disposed in tree pits, storm drains or onto the sidewalks, streets, or other public space. Under no circumstances shall grease be released or disposed of in the City's sanitary sewer system.
- (L) With the exception of allowable outdoor seating areas, all equipment required for the operation shall be contained within, attached to or within three (3) feet of the retail sales.
- (M) The motorized or mobile food concession vehicles, seating, trash cans, and all other items and equipment associated with the food concession shall be removed from the site at the end of each day.

Section 5: That Twin Falls City Code §3-18-6 is amended as follows:

3-18-6: PERMIT; REVOCATION, NOTICE, HEARING:

- (A) It is unlawful for any concessionaire or permittee or their agent or employee to operate a concession in an unauthorized location or without a City permit or without a Health Department permit or in violation of Health Department regulations. A violation of any section of this chapter or any other ordinance of the City or statute of the State of Idaho or of the United States may be subject to criminal prosecution and the permit may be revoked and/or any new permit may be denied for a period of up to three (3) years.
- (B) Prior to the revocation of any permit or the denial of a permit, application for a permit or renewal thereof, written notice of reasons for such action shall be served on the applicant or permittee in person or by certified mail at the address on the permit application. Revocation shall become final within ten (10) days of service unless the applicant or permittee appeals the action to the City Council. The applicant or permittee shall make his appeal in writing to the City Council within ten (10) days of receipt of the notice.
- (C) Should the applicant or permittee request an appeal within such ten (10) day period, the applicant shall be notified in writing by the City Clerk of the time and place of the

hearing. Should an emergency exist and ~~the Director of Public Safety certifies that there~~ is an immediate danger to life or health, the permit may be summarily revoked pending the notice and hearing herein provided.

Section 6: That Twin Falls City Code §3-18-7 is deleted.

~~3-18-7: COMMERCIAL ACTIVITY PROHIBITED ON CITY PROPERTY; EXCEPTIONS:~~

- ~~(A) Commercial displays, promotions, arts and crafts displays, exhibits, commercial activities, or commercial enterprises with or without items for sale are prohibited on City property unless the displays are directly related to a specific event that has met with the approval of the City Manager.~~
- ~~(B) The City accepts no responsibility for security of display booths or materials.~~
- ~~(C) The person or entity may be required to provide proof of liability insurance in a minimum amount of five hundred thousand dollars (\$500,000.00), or such lesser amount approved by the City Manager.~~
- ~~(D) The person or organization operating such activity shall enter into an agreement with the City holding the City and its elective and appointive officers, agents and employees harmless from any and all liability for injury to persons or property, including City property.~~

Section 7: That Twin Falls City Code §3-18-8 is deleted.

~~3-18-8: CONSENT REQUIRED FOR COMMERCIAL USE OF STREETS AND SIDEWALKS:~~

~~The display, sale, vending or hawking of food, goods, wares, merchandise or services on the public streets or sidewalks of the City without the consent of the adjoining property owners and without first having obtained the consent of the City Council of the location and method of such activity is prohibited.~~

PASSED BY THE CITY COUNCIL , 2014.

SIGNED BY THE MAYOR , 2014.

Don Hall, MAYOR

ATTEST:

DEPUTY CITY CLERK