

COUNCIL MEMBERS:

LANCE CLOW	TRIP CRAIG	DON HALL	DAVID E. JOHNSON	WILLIAM A. KEZELE	GREG LANTING	REBECCA MILLS SOJKA
<i>Mayor</i>			<i>Vice Mayor</i>			



AGENDA
 Meeting of the Twin Falls City Council
Monday, November 21, 2011
 City Council Chambers
 305 3rd Avenue East - Twin Falls, Idaho

5:00 P.M.

PLEDGE OF ALLEGIANCE TO THE FLAG
 CONFIRMATION OF QUORUM
 INTRODUCTION OF STAFF
 CONSIDERATION OF THE AMENDMENTS TO THE AGENDA:
 PROCLAMATIONS: None.

AGENDA ITEMS	Purpose	By:
I. <u>CONSENT CALENDAR:</u> 1. Consideration of accounts payable for November 15 – 21, 2011. 2. Consideration of the November 7 and 14, City Council Minutes. 3. Consideration of the following Findings of Fact, Conclusions of Law, and Decision: <ul style="list-style-type: none"> • Final Plat Application, Platinum Trio Subdivision c/o Riedesel Engineering, Inc. & Habitat for Humanity, Applicant(s). • Zoning District Change & Zoning Map Amendment, Application, Kimberly Road Partners & Mary Sligar c/o EHM Engineers, Inc., Applicant(s). • Zoning District Change & Zoning Map Amendment, Application, College of Southern Idaho c/o Mike Mason, Applicant(s). 4. Consideration of a Developers Agreement between the City of Twin Falls and Thomas & Cheryl Arledge and Tomeryl, LLC.	<u>Action</u>	<u>Staff Report</u> Sharon Bryan L. Sanchez Rene'e Carraway Troy Vitek
II. <u>ITEMS FOR CONSIDERATION:</u> 1. Consideration and possible action on an Ordinance modifying the Twin Falls Municipal Code as it relates to the Citizen Finance Commission. <i>Proposed Ordinance No. 3020</i> 2. Consideration and possible action on a Resolution of the City Council authorizing the acquisition and sale of real property prior to approval of an Urban Renewal Plan. <i>Proposed Resolution No. 1874</i> 3. Consideration of a request to authorize the Mayor to sign a contract with JUB Engineers, Inc. to provide professional services for the design of water improvements in the vicinity of Kimberly Road from Eastland Drive to Hankins Rd. 4. Public input and/or items from the City Manager and City Council.	Action Action Action	Fritz Wonderlich Travis Rothweiler Jacqueline Fields
III. <u>ADVISORY BOARD REPORTS/ANNOUNCEMENTS:</u>		
IV. <u>PUBLIC HEARINGS:</u> 6:00 – None.		
V. <u>ADJOURNMENT:</u> Executive Session 67-2345(f): To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.		

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting.***

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.



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)	
)	
<u>Final Plat Application,</u>)	FINDINGS OF FACT,
)	
<u>Platinum Trio Subdivision</u>)	CONCLUSIONS OF LAW,
<u>c/o Riedesel Engineering, Inc &</u>)	
<u>Habitat for Humanity Applicant(s).</u>)	
)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on October 17, 2011 for consideration of the final plat of the Platinum Trio Subdivision, approximately .195 (+/-) acres, to develop 2 residential lots located on the west side of the 300 block of Tyler Street, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Platinum Trio Subdivision, approximately .195 (+/-) acres, to develop 2 residential lots located on the west side of the 300 block of Tyler Street.
2. The property in question is zoned R-4 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Medium Density Residential in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Harrison Park; to the south, Residential; to the east, Tyler Street/Residential; to the west, Alley/Residential.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The

developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

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

CONCLUSIONS OF LAW

1. The final plat of the Platinum Trio Subdivision, approximately .195 (+/-) acres, to develop 2 residential lots located on the west side of the 300 block of Tyler Street is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

1. The request for approval of the final plat of the Platinum Trio Subdivision, approximately .195 (+/-) acres, to develop 2 residential lots located on the west side of the 300 block of Tyler Street is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)	
)	
<u>Zoning District Change & Zoning Map Amendment,</u>)	FINDINGS OF FACT,
Application,)	
)	CONCLUSIONS OF LAW,
<u>Kimberly Road Partners & Mary Sligar</u>)	
<u>c/o EHM Engineers, Inc.</u>)	
)	AND DECISION

Applicant(s)

This matter having come before the City Council of the City of Twin Falls, Idaho on November 7, 2011 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from C-1 to M-2 for 58 acres (+/-) for property located at the south west corner of Kimberly Road aka 3800 North Road and 3300 East Road and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from C-1 to M-2 for 58 acres (+/-) for property located at the south west corner of Kimberly Road aka 3800 North Road and 3300 East Road
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: September 22, 2011 & October 20, 2011
3. The property in question is zoned C-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial & Industrial in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Kimberly Road/Agricultural; to the south, Undeveloped/Agricultural; to the east, 3300 East Road/Agricultural; to the west, Residential/Agricultural.

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from C-1 to M-2 for 58 acres (+/-) for property located at the south west corner of Kimberly Road aka 3800 North Road and 3300 East Road is consistent with the purpose of the M-2 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-5, 10-4-8, 10-4-10, 10-14-1 through 9 of the Twin Falls City Code.

3. The proposed use is proper use in the M-2 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from C-1 to M-2 for 58 acres (+/-) for property located at the south west corner of Kimberly Road aka 3800 North Road and 3300 East Road should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from C-1 to M-2 for 58 acres (+/-) for property located at the south west corner of Kimberly Road aka 3800 North Road and 3300 East Road is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:)	
)	
<u>Zoning District Change & Zoning Map Amendment,</u>)	FINDINGS OF FACT,
Application,)	
)	CONCLUSIONS OF LAW,
<u>College of Southern Idaho</u>)	
<u>c/o Mike Mason</u>)	AND DECISION
Applicant(s))	

This matter having come before the City Council of the City of Twin Falls, Idaho on October 10, 2011 for public hearing pursuant to public notice as required by law for a Zoning District Change and Zoning Map Amendment from R-4 PRO to R-6 PUD for 8.5 acres (+/-) to allow for a college apartment complex on property located between the 140-250 block of Falls Avenue West and Robbins Avenue West and the City Council having heard testimony from interested parties, and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a Zoning District Change and Zoning Map Amendment from R-4 PRO to R-6 PUD for 8.5 acres (+/-) to allow for a college apartment complex on property located between the 140-250 block of Falls Avenue West and Robbins Avenue West
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: September 22, 2011
3. The property in question is zoned R-4 PRO pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Medium Density Residential adjacent to residential business in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Falls Avenue West/Campus Park Apartment Complex; to the south, Robbins Avenue/Residential; to the east, Magic Valley Surgery Center/Washington Street North; to the west, Residential

Based on the foregoing Findings of Fact, the City Council hereby makes the following

CONCLUSIONS OF LAW

1. The application for a Zoning District Change and Zoning Map Amendment from R-4 PRO to R-6 PUD for 8.5 acres (+/-) to allow for a college apartment complex on property located between the 140-250 block of Falls Avenue West and Robbins Avenue West is consistent with the purpose of the R-6 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-4-6, 10-4-16, 10-6-1 through 4, 10-7-6, 10-7-10, 10-10-1 through 3, 10-11-1 through 9, 10-14-1 through 6 of the Twin Falls City Code.

3. The proposed use is proper use in the R-6 PUD Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. Public services may not be available at the time of development, depending upon the speed of development of this and other subdivisions and the ability of the City to obtain additional water and/or sewer capacity. A rezone of this property is not a guarantee city utilities are available. A will-serve letter will be issued upon review and approval for a final plat and/or a phase of a final plat.

5. The application for a Zoning District Change and Zoning Map Amendment from R-4 PRO to R-6 PUD for 8.5 acres (+/-) to allow for a college apartment complex on property located between the 140-250 block of Falls Avenue West and Robbins Avenue West should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

Based on the foregoing Conclusions of Law, the Twin Falls City Council hereby enters the following

DECISION

1. The application for a for a Zoning District Change and Zoning Map Amendment from R-4 PRO to R-6 PUD for 8.5 acres (+/-) to allow for a college apartment complex on property located between the 140-250 block of Falls Avenue West and Robbins Avenue West is hereby granted

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to recordation of a PUD agreement, as approved by the City Council, prior to construction of the first phase of the project.
2. Subject to construction of curb, gutter and sidewalk along Robbins Avenue West at the time this phase is developed.
3. Subject to approach issues on Falls Avenue West being resolved and approved by the Engineering Department prior to construction of the first phase of the project.
4. Subject to the issue of the undeveloped cul-de-sac at the east end of Elaine Avenue being resolved prior to construction of the first phase of the project.
5. Subject to amendments as required by Building, Fire, Engineering and Zoning Officials to ensure compliance with all applicable City Code requirements and standards.
6. Driveways on Robbins Avenue will require traffic calming measures to be implemented, and will require Council approval.



Date: Monday, November 21, 2011
To: Honorable Mayor and City Council
From: Troy Vitek, PE, Assistant City Engineer

Request:

Consideration of the attached development agreement between the City of Twin Falls and Thomas & Cheryl Arledge and Tomeryl LLC

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

The 2011 Eastland – Addison to Hillcrest road reconstruction included a 500' section of concrete north of the intersection to tie into the existing concrete on near Hillcrest. The next phase of the project is to tie into this concrete and proceed south through the intersection and both sides of the intersection, on Addison, approximately 300' in each direction. This development agreement donates land to the City of Twin Falls at the North West corner of the intersection in exchange for some roadway construction.

The additional right of way allows the City to construct a right hand turn lane (southbound) on Eastland along with acquiring approximately 600' of right of way on Eastland north of the intersection.

Approval Process:

City Council makes recommendation for Mayor to execute agreement.

Budget Impact:

The budget impact for this agreement is approximately \$7.00/sf construction as part of the Eastland road Construction projects. The average appraised value of commercially zoned property is \$6.00/sf.

Conclusion:

Staff recommends that City Council authorize the Mayor to sign the development agreement.

Attachments:

1. Vicinity Map
2. Development Agreement
3. Exhibit A Legal Description 1 (LD1)
4. Exhibit A Legal Description 2 (LD2)
5. Exhibit A Legal Description 3 (LD3)
6. Map indicating location of LD1, LD2 and LD3

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into this _____ day of _____, 2011, by and between Thomas & Cheryl Arledge, a married couple, Tomeryl LLC, a coporationl, (hereinafter "Grantor"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Grantee"), and is made with respect to the following facts and objectives:

WITNESSETH:

Grantor will donate property (as described below) within two weeks of acceptance of the agreement by the City Council of Twin Falls.

WHEREAS, it is the desire and intent of Grantor and Grantee to arrange, by and through this Agreement, for the orderly development and responsibilities of development on the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho.

NOW THEREFORE, it is agreed between the parties hereto as follows:

Grantee Shall:

1. Construct roadway improvements including paving, curb and gutter, ADA approaches, and relocate the existing traffic signal pole and Light poles along Eastland Drive and Addison Avenue. The project shall be phased and begin approximately 440' north of the intersection of Addison and Eastland and proceed South around the corner and along Addison in Phase 1. Phase 2 shall be completed at the discession of the City Engineer and shall begin at the north edge of Phase 1 and continue North to the North Property line of the parcel labeled LD3 in the attached exhibit.
2. Install a water main stub to the property line for future connection by the development.
3. Stub a sewer service into the property off of Addison Avenue to the property line.
4. Remove all existing approaches and construct 2 approaches on Eastland and 1 approach onto Addison. The two (2) approaches on Eastland are described as follows: 1 full approach approximately 340' North of the Addison/Eastland Intersection and 1 right in/right out approach approximately 140' north of the Addison/Eastland Intersection. One (1) full approach shall be located on Addison as close to the West property line of property listed as LD1 on the attached exhibit.
5. Extend irrigation culvert outside future roadway.
6. Shall be allowed to encroach as necessary to slope between back of curb and natural ground at 4H:1V slope.
7. Install a 4" conduit across Eastland for future power to the parcel.

Grantor Shall:

1. Donate right of way measured 58' from the section line on Eastland and 58' from the section line on Addison with a 30' radius at the intersection within two weeks of acceptance of this Agreement by the Grantee as described in the attached exhibits LD1, LD2, and LD3.
2. Sign a temporary construction access permit allowing the City to enter the property to slope between back of curb, back of sidewalk, or edge of roadway and the natural ground.

3. The developer will be responsible to meet all requirements of the engineering, building, zoning, and fire department to ensure compliance with all applicable codes and standards upon development.

Date: _____

GRANTOR:
Thomas Arledge & Cheryl Arledge

BY: _____

Date: _____

GRANTOR:
Tomeryl LLC

BY: _____

Date: _____

GRANTEE:
CITY OF TWIN FALLS, IDAHO

BY: _____
Don Hall, Mayor

STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person that executed this instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in
Commission expires

STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the person that executed this instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

Notary Public for Idaho
Residing in
Commission expires

STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2011, before me, a Notary Public in and for said State, personally appeared before me _____, who, being by me first duly sworn, declared that he is the _____ of _____, that he signed the foregoing document as _____, of the corporation, and that the statements herein contained are true.

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

Notary Public for Idaho
Residing at:
My Commission expires:

STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2011, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:



Dedicated Property

2168 HILLCREST DR

2150 HILLCREST LN
SHELLING, GARY P JR

2174 HILLCREST DR

MCMASTERS, MICHAEL J

2185 HILLCREST DR
MCMASTERS, LOUISE COLE

187 EASTLAND DR N
TOMERY LLC

ARLEDGE, THOMAS J

2147 ADDISON AVE E

ARLEDGE, THOMAS J

TOMERY LLC

2147 ADDISON AVE E

2193 ADDISON AVE E

204 EASTLAND DR
EASTSIDE SOUTHERN BAP

CITY OF TWIN FALLS, THE

2207 ADDISON AVE E
KELLY, RICHARD J SOLE

2221 ADDISON AVE E

CITY OF TWIN FALLS

CITY OF TWIN FALLS

CITY OF TWIN FALLS, IDAHO

WELLS, STYD HAW

2158 ADDISON AVE E

2176 ADDISON AVE E

2183 ADDISON AVE E

CHRISTENSEN, DOUGLAS EASTLAND PINE'S PARTNERSHIP

2220 ADDISON AVE E

JACKSON'S FOOD STORES, INC

EXHIBIT A

Thomas & Cheryl Arledge

Parcel 1

A parcel of land located in a portion of the SE4 SE4 SE4 of Section 10, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of said Section 10. Thence, North 89°53'00" West, 364.62 feet along the South boundary of the SE4 SE4 SE4 of Section 10. Thence, North 00°12'15" West, 40.00 feet to a point on the North right of way of Addison Avenue East being the REAL POINT OF BEGINNING.

Thence, North 00°12'15" West, 18.00 feet.

Thence, South 89°53'00" East, 132.00 feet, along a line 58.00 North of and parallel with the South boundary of Section 10.

Thence, South 00°12'15" East, 18.00 feet to a point on the North right of way of Addison Avenue East.

Thence, North 89°53'00" West, 132.00 feet, along said right of way to the REAL POINT OF BEGINNING.

Containing approximately 2,376 square feet.

Parcel 2

A parcel of land located in a portion of the SE4 SE4 SE4 of Section 10, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of said Section 10. Thence, North 00°12'15" West, 220.00 feet along the East boundary of the SE4 SE4 SE4 of Section 10. Thence, North 89°53'00" West, 40.00 feet to a point on the West right of way of Eastland Drive North being the REAL POINT OF BEGINNING.

Thence, North 89°53'00" West, 18.00 feet.

Thence, North 00°12'15" West, 215.20 feet, along a line 58.00 West of and parallel with the East boundary of Section 10.

Thence, South 89°53'00" East, 18.00 feet to a point on the West right of way of Eastland Drive North.

Thence, South 00°12'15" East, 215.20 feet, along said right of way to the REAL POINT OF BEGINNING.

Containing approximately 3,874 square feet.

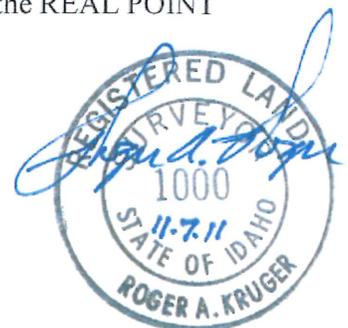


EXHIBIT A

Tomeryl LLC

A parcel of land located in a portion of the SE4 SE4 SE4 of Section 10, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of said Section 10. Thence, North $00^{\circ}12'15''$ West, 220.00 feet along the East boundary of the SE4 SE4 SE4 of Section 10. Thence, North $89^{\circ}53'00''$ West, 40.00 feet to a point on the West right of way of Eastland Drive North being the REAL POINT OF BEGINNING.

Thence, South $00^{\circ}12'15''$ East, 144.50 feet, along the West right of way of Eastland Drive North.

Thence, South $22^{\circ}22'19''$ West, 12.92 feet, along the right of way of Eastland Drive North.

Thence, South $44^{\circ}57'34''$ West, 26.22 feet, along the right of way of Eastland Drive North.

Thence, South $67^{\circ}35'24''$ West, 12.90 feet, along said right of way to a point on the North right of way of Addison Avenue East.

Thence, North $89^{\circ}53'00''$ West, 157.12 feet, along the North right of way of Addison Avenue East.

Thence, North $00^{\circ}12'15''$ West, 18.00 feet.

Thence, South $89^{\circ}53'00''$ East, 144.45 feet, along a line 18.00 feet North of and parallel with the North right of way of Addison Avenue East.

Thence, along a Curve left:

$\Delta - 90^{\circ}19'15''$

R – 30.00'

A – 47.29'

C – 42.55'

LCB – N $44^{\circ}57'23''$ E

Thence, North $00^{\circ}12'15''$ West, 131.83 feet, along a line 18.00 feet West of and parallel with the West right of way of Eastland Drive North.

Thence, South $89^{\circ}53'00''$ East, 18.00 feet, to the REAL POINT OF BEGINNING.

Containing approximately 6,138 square feet.

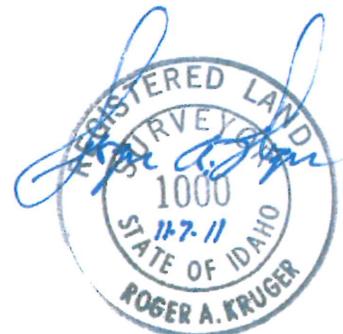


EXHIBIT A

Tomeryl LLC

A parcel of land located in a portion of the SE4 SE4 SE4 of Section 10, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southeast corner of said Section 10. Thence, North 00°12'15" West, 435.20 feet along the East boundary of the SE4 SE4 SE4 of Section 10 to the REAL POINT OF BEGINNING.

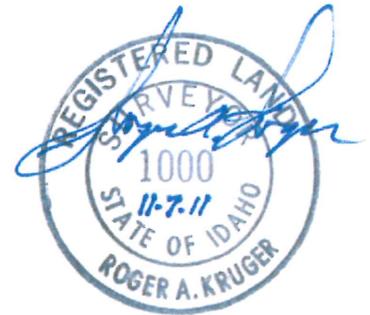
Thence, North 89°53'00" West, 58.00 feet.

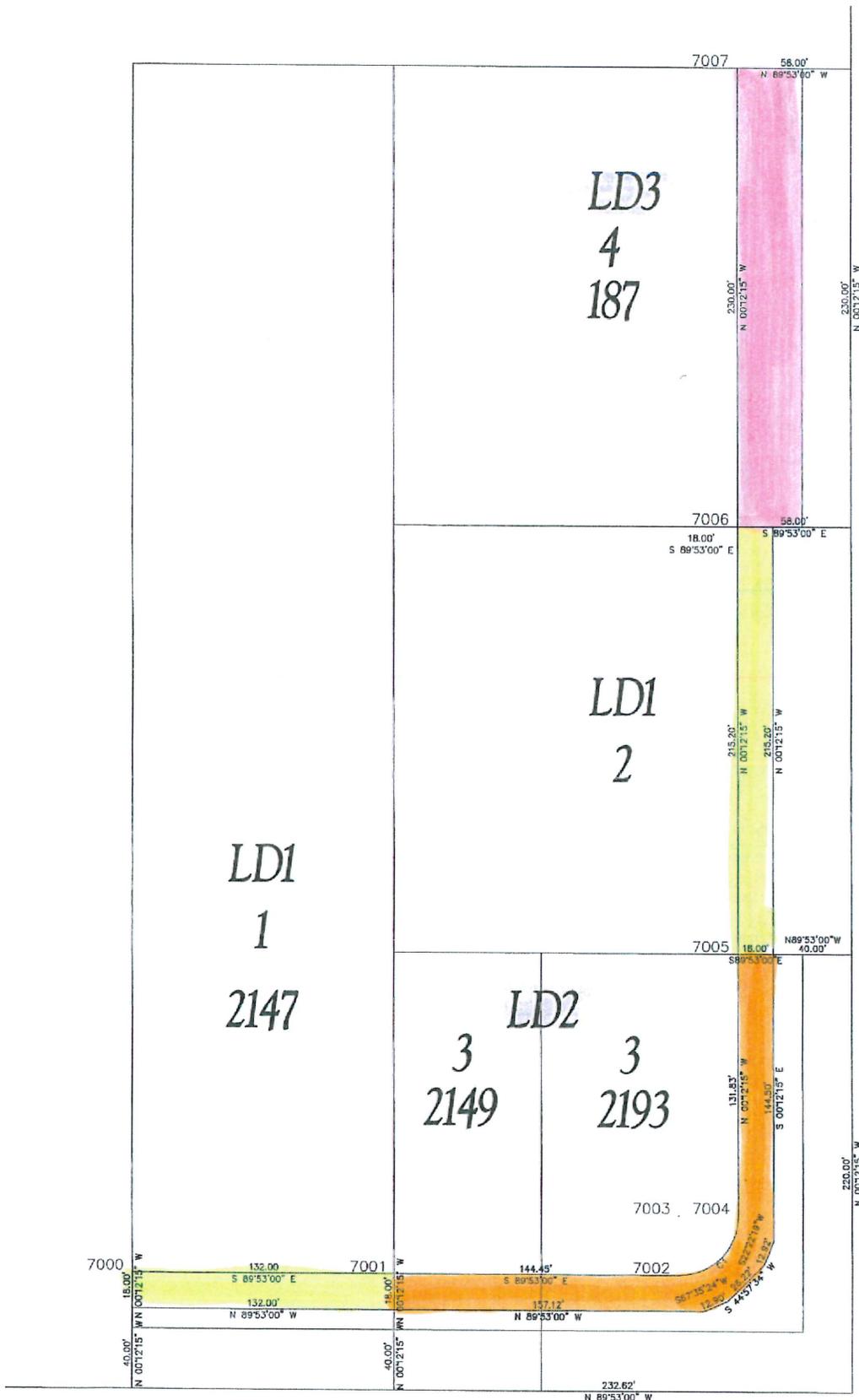
Thence, North 00°12'15" West, 230.00 feet, along a line 58.00 feet West of and parallel with the East boundary of the SE4 SE4 SE4 of Section 10 to a point on the North boundary thereof.

Thence, South 89°53'00" East, 58.00 feet, along the North boundary of the SE4 SE4 SE4 to the Northeast corner thereof.

Thence, South 00°12'15" East, 230.00 feet, along the East boundary of the SE4 SE4 SE4 of Section 10 to the REAL POINT OF BEGINNING.

Containing approximately 13,340 square feet, of which 5,750 square feet along the East 25.00 feet of the above described parcel is acknowledged to be an existing Public road right of way.





CURVE TABLE

NUMBER	DELTA	CHORD BRG	RADIUS	LENGTH	CHD LENGTH
CI	90°19'15"	N44°57'23"E	30.00'	47.28'	42.55'



Date: Monday, November 21, 2011
To: Honorable Mayor and City Council
From: Fritz Wonderlich, City Attorney

Request

Consideration and possible action on an Ordinance modifying the Twin Falls Municipal Code as it relates to the Citizen Finance Commission.

Time Estimate

The City Attorney will present the proposed change to the ordinance. The estimated amount of time this item will take is 5 minutes.

Background

The City Council created the Citizen Finance Commission in 2010. The Commission was developed in conjunction with the City's strategic plan. The amendments proposed in this ordinance are considered technical in nature. The amendments to the Citizen Finance Commission consist of a couple of technical changes (removing two council members as ex-officio members of the Commission and setting November 30 as the date for expiration of terms), and to provide for more specific direction from the City Council to the Commission.

Approval Process

If it wants to adopt this ordinance, as presented or as it may be amended, at this meeting, the City Council needs to suspend the three reading rules prior to consideration. This ordinance requires a simple majority vote (50%+1) of the Twin Falls City Council members present.

Budget Impact

There are no budget impacts associated with the adoption of this ordinance.

Regulatory Impact

None.

Conclusion

The proposed changes made to the City's Citizen Finance Commission contained in the ordinance were developed by three members of the City Council serving in an ex-officio capacity on this commission. Additionally, the proposed changes are designed to provide clarity to the Commission's role.

Attachments

1. Proposed ordinance.

ORDINANCE NO.3020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE TWIN FALLS CITY CODE §2-2-3; REPEALING §2-2-4; AND ENACTING A NEW SECTION 2-2-4.

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

Section 1: That Twin Falls City Code §2-2-3 is amended as follows:

“2-2-3: MEMBERSHIP:

- A. The Commission shall be composed of five (5) voting members. All members shall be appointed by the Mayor and confirmed by the City Council. The community members selected will possess financial knowledge and/or business experience, and a commitment to the greater good of the City. By serving on this commission, citizen members will develop and acquire a greater understanding of their local government. The City Manager and Chief Financial Officer, or their designees, ~~and two (2) members of the City Council~~, shall serve in an ex-officio capacity.
- B. Tenure of office for the voting members of said commission shall be as follows:
 - 1. The term of each member shall be three (3) years, expiring on November 30 of the final year of his/her term.
 - 2. The ex officio members shall hold membership corresponding to their tenures of office in the city administration.
- C. Vacancies of membership of said commission shall be filled by appointment by the mayor and confirmed by the city council.
- D. Any member of said commission may be removed by a majority vote of the City Council.
- E. Members of said commission shall be selected without regard to political affiliation and shall serve without compensation.
- F. Said commission shall elect a chairman and such other officers as it may deem necessary and shall adopt rules for the transaction of business and make written records of all meetings, resolutions, determinations and recommendations which records shall be kept as a permanent public record. A majority of the appointed members of said commission shall constitute a quorum to conduct business.

G. Meeting agendas shall be approved by the Mayor before posting. Meeting agendas shall not be amended without approval of the Mayor.”

Section 2: That Twin Falls City Code §2-2-4 is repealed.

Section 3: That there is hereby enacted a new §2-2-4, as follows:

“2-2-4: PURPOSE AND GOALS:

The Twin Falls City Council’s role is to establish general fiscal priorities and policies for the City. With assistance from staff, the City Council will develop long-term, strategic and financial plans, and establish specific goals and organizational priorities.

The Citizen Finance and Planning Commission will assist the City Council in the development and creation of the policies and planning documents, as directed by the City Council.

In fulfillment of its mission, the Citizen Finance and Planning Commission will:

- A. Perform analysis and review of existing City services and programs, as directed by the City Council.
- B. Complete tasks projects assigned to them by the Council.”

PASSED BY THE CITY COUNCIL,

November 21, 2011.

SIGNED BY THE MAYOR ,

November 21, 2011.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, November 21, 2011
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request

Consideration and possible action on an Resolution of the City Council authorizing the acquisition and sale of real property prior to approval of an Urban Renewal Plan.

Time Estimate

The City Manager will present the proposed change to the ordinance. The estimated amount of time this item will take is 5 minutes.

Background

In accordance with the Development Agreement that was signed by the Agro Farma, the City of Twin Falls and the Twin Falls Urban Renewal Agency on November 3, 2011, the Twin Falls Urban Renewal Agency has committed to acquire real property and resell it to Agro Farma. Agro Farma has indicated they would like to simultaneously close on the real property. This Resolution would allow for that to occur.

Approval Process

This resolution requires a simple majority vote (50%+1) of the Twin Falls City Council members present.

Budget Impact

There are no City budget impacts of funds associated with the adoption of this resolution. Funding for the land acquisition

Regulatory Impact

There are provisions in the Idaho Code that allow for the acquisition of real property prior having an approved Urban Renewal Plan. Those provisions are Idaho Code Section 50-2011(b)), in Idaho Code Section 50-2011(d).

50-2011. DISPOSAL OF PROPERTY IN URBAN RENEWAL AREA.

(d) Any real property acquired pursuant to section 50-2007(d) may be disposed of without regard to other provisions of this section if the local governing body has consented to the disposal.

The property acquired pursuant to section 50-2007(d) is that acquired before there is an approved urban renewal plan:

50-2007. POWERS. Every urban renewal agency shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this act, including the following powers in addition to others herein granted:

(d) with the approval of the local governing body, (1) prior to approval of an urban renewal plan, or approval of any modifications of the plan, to acquire real property in an urban renewal area, demolish and remove any structures on the property, and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses; and (2) to assume the responsibility to bear any loss that may arise as the result of the exercise of

authority under this subsection in the event that the real property is not made part of the urban renewal project;

Conclusion

The adoption of this Resolution will allow for the simultaneous closing reviewed

Attachments

1. Proposed Resolution.

RESOLUTION NO. 1874

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE ACQUISITION AND SALE OF CERTAIN REAL PROPERTY, PRIOR TO APPROVAL OF AN URBAN RENEWAL PLAN.

WHEREAS, The Urban Renewal Agency of the City of Twin Falls has entered into a Development Agreement with Agro-Farma Idaho, Inc., pursuant to which the Agency will acquire certain real property, prepare it for development, and sell it to Agro-Farma, under specific conditions set forth in the Agreement; and,

WHEREAS, Agro-Farma Idaho, Inc. is on a fast-track development schedule for development of the Twin Falls plant site, in order to avoid potential loss of market share; and,

WHEREAS, The Urban Renewal Plan for Revenue Allocation Area #4-3 requires 30-days' publication notice, as well as 30-days' notice to all taxing entities, of a public hearing before the City Council, before the Urban Renewal Plan can be approved, which is not as soon as required by Agro-Farma, to meet its development schedule; and,

WHEREAS, Idaho Code §50-2007(d) permits the City Council to approve acquisition of real property by the Urban Renewal Agency, prior to the adoption of an urban renewal plan; and,

WHEREAS, Idaho Code §50-2011(d) permits an urban renewal agency to sell real property acquired pursuant to Idaho Code §50-2007(d), with consent of the City Council.

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

That the Urban Renewal Agency is hereby authorized to acquire the real property needed by Agro-Farma Idaho, Inc., prior to the approval of the Urban Renewal Plan for Revenue Allocation Area #4-3, and further authorizing and consenting to the sale of the subject real property. The real property that is subject to this resolution consists of approximately 190 acres, and is located in that portion of the north ½ of Section 24, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, located north of the railroad right of way. The legal description of the property is contained in the Development Agreement approved by this Council on November 3, 2011.

PASSED BY THE CITY COUNCIL
SIGNED BY THE MAYOR

November 21, 2011.
November 21, 2011.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Date: Monday, November, 2011
To: Honorable Mayor and City Council
From: Jacqueline D. Fields, City Engineer

Request:

Consideration of a request to authorize the Mayor to sign a contract with JUB Engineers, Inc. to provide professional services for the design of water improvements in the vicinity of Kimberly Road from Eastland Drive to Hankins Rd.

Time Estimate:

The staff presentation will take approximately 2 minutes

Background:

Waterline improvements are needed to meet projected water pressure and capacity for the southeast area of town.

Approval Process:

Council Approval of contract.

Budget Impact:

The Urban Renewal Agency will contribute \$2.5 million for the water improvement work. We do not anticipate any budget impact to the City.

Regulatory Impact:

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. Map
2. Contract



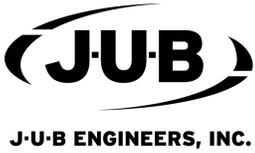
Legend

- - - Proposed Pipeline Option 1
- - - Proposed Pipeline Option 2
- - - Local Pipe Improvement Areas
- Existing 24" Pipe
- - - Roads

Hankins Storage Tank and Location for Pump and Generator Improvements

FIGURE 1: PROPOSED PIPELINE IMPROVEMENTS





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

J-U-B Project No.: 60-11-
J-U-B Project Manager: Mark Holtzen

This Agreement entered into and effective this ____ day of November 2011, between City of Twin Falls, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Install approximately 7,300 lineal feet of 24" water distribution piping from the intersection of Kimberly Road and Eastland Drive to the Hankins Booster Pump Station and Tank; install approximately 3,300 lineal feet of 12" to 24" water distribution piping from the intersection of Madrona Street and Highland Avenue to Eastland Drive and Wright Avenue; install approximately 500 lineal feet of miscellaneous 12" water distribution improvements near the Hankins Booster Pump Station and Tank; and a preliminary analysis of the capacity of the Blue Lakes system hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

MUTUAL RESPONSIBILITIES

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

CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

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

PROJECT REPRESENTATIVES

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

For the CLIENT:

1.	Name	<u>Jackie Fields, P.E.</u>	Work telephone	<u>208-735-7248</u>
	Address	<u>324 Hansen Street East</u>	Home/cell phone	_____
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u>208-736-2293</u>
		_____	E-mail address	<u>jfields@tfid.org</u>

For J-U-B:

1.	Name	<u>Mark Holtzen, P.E.</u>	Work telephone	<u>208-733-2414</u>
	Address	<u>115 Northstar Avenue</u>	Cell phone	<u>208-308-4681</u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u>208-733-9455</u>
		_____	E-mail address	<u>mholtzen@jub.com</u>

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

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

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided): Engineering design and bid services per Attachment 1.

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

SCHEDULE OF SERVICES TO BE PERFORMED

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

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

BASIS OF FEE

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

- Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$10,000 to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

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

File Folder Title: City of Twin Falls 2011 Eastland/Kimberly to Hankins Water Main and Blue Lakes System Analysis - Design and Bid Services

Remarks: _____

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

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

CLIENT:
City of Twin Falls

NAME
324 Hansen Street East

STREET
Twin Falls, Idaho 83301

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

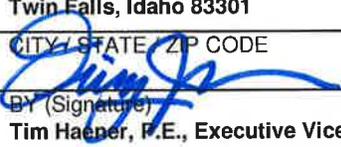
BY (Signature)

ADDITIONAL NAME / TITLE

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

STREET
Twin Falls, Idaho 83301

CITY / STATE / ZIP CODE


 BY (Signature)

Tim Haener, P.E., Executive Vice President

NAME / TITLE

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

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Electronic Documents Reuse Provisions
- Standard Exhibit B** – Construction Phase Services

DISTRIBUTION: Accounting; Project File; CLIENT

REV: 1/09

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

GENERAL

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

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

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

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

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

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

REUSE OF DOCUMENTS

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

OPINIONS OF COST

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

TIMES OF PAYMENTS

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

TERMINATION

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

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

RISK ALLOCATION

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

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

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

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

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

RIGHT OF ENTRY

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

MEDIATION BEFORE LITIGATION

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

LEGAL FEES

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

SURVIVAL

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

EXTENT OF AGREEMENT

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

SUCCESSORS AND ASSIGNS

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

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

CONTROLLING LAW, JURISDICTION, AND VENUE

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



J-U-B ENGINEERS, INC.

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

**FOR
City of Twin Falls
2011 Eastland/Kimberly to Hankins Water Main
and Blue Lakes System Analysis**

Attachment 1 – Scope of Services, Schedule, and Basis of Fee

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

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

PROJECT UNDERSTANDING

This Scope of Services includes administration, funding and agency coordination, preliminary design, final design, and bidding engineering services for the installation of approximately 7,300 lineal feet of 24" water distribution piping from the intersection of Kimberly Road and Eastland Drive to the Hankins Booster Pump Station and Tank; approximately 3,300 lineal feet of 12" to 24" water distribution piping from the intersection of Madrona Street and Highland Avenue to Eastland Drive and Wright Avenue; and approximately 500 lineal feet of miscellaneous 12" water distribution improvements near the Hankins Booster Pump Station and Tank. The Scope of Services also includes a preliminary analysis of the capacity of the Blue Lakes Well and Canyon Booster Pump Station pumps and recommendations for improvements to allow them to pump the City's full Blue Lakes water rights.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.
1. **Task 001 – Project Administration and Client Meetings**
 - a. Provide updates on tasks, schedule, budget and other issues to the CLIENT.
 - b. Attend, lead and participate in bi-monthly progress meetings with the CLIENT.
 - c. General project administration and coordination.

 2. **Task 002 – Preliminary Design**
 - a. Research existing information to aid in the preliminary design:
 - (i) GIS Information: Contact the CLIENT to obtain available GIS mapping information in the project area. It is anticipated that the GIS information will include City utility information, parcel data, parcel ownership, public right-of-way (ROW), etc.
 - (ii) Utility Maps: Contact utility companies (e.g., gas, power, cable, telephone, fiber optics, etc.) to obtain available system mapping in the project area.
 - (iii) Record Drawings: Obtain available record drawing information from the CLIENT on the affected booster pump stations, reservoirs, critical tie-in points, etc.
 - b. Water Main Routing Analysis:
 - (i) Analyze pertinent design and construction issues along three alignment corridors for the 24" water mains, including gaining consensus of the best alignment from a field review meeting,

constructability, staging area requirements, traffic impacts, disruption of known public services, disruption of public access, rock removal, easement requirements, O&M issues, and other significant project features. The analysis will identify the preferred alignment alternative for this water main.

- (ii) Site walkthrough to evaluate the pipeline route to make an initial determination of the alignment based on maps provided by the utility companies and information in the GIS. This initial determination of the alignment will generally establish on which side of the street and/or right-of-way the pipeline will be located.
- c. Crossings Evaluation:
 - (i) Evaluate critical pipeline crossings along the routing alternatives. Data gathered in previous tasks will be evaluated at the pipeline crossing locations. Contact the affected owner of the crossing conflict to determine evaluate, design, and construction requirements and project concerns. A recommended crossing method will be identified for each routing alignment. Following are the anticipated crossing types and locations that will be evaluated:
- d. Prepare an opinion of probable construction costs.
- e. Prepare a preliminary engineering report (PER) and conceptual design drawings to comply with the requirements of IDAPA 58.01.08.503. It is anticipated the concept drawings will include:
 - (i) 11"x17" plan view drawing illustrating issues with the water main routing alternatives.
 - (ii) 11"x17" drawings showing the conceptual plan alignment for the pipelines.
 - (iii) System connection points, details, and other utility crossings will be addressed in the Final Drawings.
- f. Perform a quality control review.
- g. Deliverables
 - (i) Draft PER to CLIENT – Two (2) Copies.
 - (ii) Final PER to IDEQ and CLIENT– Two (2) Copies Each.
 - (iii) Response to IDEQ comments on PER to IDEQ and CLIENT – Two (2) Copies Each.

3. **Task 003 – Topographic Survey**

- a. This task includes a detailed topographic survey of the pipeline routes. Aerial mapping flown by the City in 2008 will be used as the basis for the topographic survey. It is our understanding that the aerial mapping includes 0.5 foot contours with a horizontal accuracy of 1 foot. The aerial mapping planimetry and triangulated irregular network (TIN) data will be obtained along the pipeline routes. The aerial mapping data will be supplemented and updated by a field survey to locate subsurface features identified by Dig Line (e.g., underground utilities); measure sewer, irrigation, and storm drain inverts; and locate surface features (e.g., fire hydrants, water valves, etc.) not identified by the aerial mapping. The survey will also establish the right-of-way along the pipeline routes. Following are detailed sub-tasks for the topographic survey:
 - (i) Field reconnaissance and planning by the licensed surveyor, survey crew, and engineer to plan for the field topographic survey.
 - (ii) Obtain the aerial mapping, including planimetry and TIN, from Aerographics for the pipeline routes.
 - (iii) Coordinate with Dig Line for utility locates prior to the topographic field survey and geotechnical bore/core hole drilling.
 - (iv) Conduct a field survey along the pipeline routes to supplement and update the aerial mapping, including:
 - i. Create mapbooks from the aerial mapping for the survey crews to reference and redline during the field survey.
 - ii. Establish horizontal and vertical control approximately every 1,000 feet along the pipeline routes to augment existing monumentation.

- iii. Conduct a field survey of the known surface topography and subsurface features identified by Dig Line.
- iv. Locate any existing street control (e.g., centerlines, right-of-way, etc.).
- (v) Survey the horizontal and vertical locations of the geotechnical bore/core holes once they have been completed.
- (vi) Process the survey data, including horizontal and vertical control data and topographic data.
- (vii) Research and calculate right-of-ways for the roadways.
- (viii) Draft the topographic survey data and create contours to develop an overall topographic drawing for design.
- (ix) Conduct a QA/QC field review of the topographic survey data. It is assumed that someone from the City water department will accompany J-U-B during the QA/QC field review.
- b. Deliverables
 - (i) Topographic base map of the proposed pipeline alignments and bore/core hole information.

4. **Task 004 – Rock Borings and Geotechnical Investigation**

- a. Rock borings will be conducted along the preferred pipeline routes to evaluate the depth to rock, including:
 - (i) Attend one kick-off meeting with the rock driller to review the project scope and plan for the borings.
 - (ii) Field locate the tentative locations of the bore holes (± 3 foot diameter circle) for the drillers. Bore holes to be located at approximately 100 foot spacing along each of the pipeline routes.
 - (iii) Borings will be completed to a maximum depth of 10-12 feet. If additional rock profile information is necessary, the bore spacing may be reduced to 25 or 50 feet.
 - (iv) Borings at pipeline bore locations (e.g., highways, coulees, etc.) and select non-potable waterline crossings may be completed to a maximum depth of 16 feet at 25 foot spacing for a total distance of 150 feet.
 - (v) J-U-B will log the depth to rock and survey the bore hole locations for inclusion on the design drawings.
- b. Core holes will be drilled at the pipeline bore locations (e.g., highways, coulees, etc.) and the corings tested by a geotechnical engineer, including:
 - (i) Attend one kick-off meeting with the geotechnical engineers and drillers to review the project scope and plan for the geotechnical work.
 - (ii) Field locate the tentative locations of the core holes (± 3 foot diameter circle) for the drillers.
 - (iii) It is anticipated 2 core holes will be completed to a maximum of 20 feet and up to 12 core holes will be completed to a maximum depth of 15 feet. Cores samples for rock quality will be obtained for testing of strength.
 - (iv) Survey the core hole locations for inclusion in the design drawings.
 - (v) The geotechnical engineer will provide a geotechnical engineering report of the field investigation and provide recommendations for construction of the new pipelines (e.g., rock quality and strength, rock removal recommendations, lateral earth pressure, etc.).
 - (vi) Deliverables:
 - i. Draft Summary Letter Report to CLIENT – Two (2) Copies.
 - ii. Final Summary Letter Report CLIENT– Two (2) Copies.

5. **Task 005 – Final Design**

- a. Prepare final design drawings, specifications, contract documents and opinion of probable construction costs for the selected water main alignment. Consideration will be given to

constructability, limiting surface disturbance, costs, CLIENT and Agency design criteria, impacts to public traffic, utility conflicts, excavation depth, rock removal, and other pertinent design criteria.

- (i) Plan and profile drawings will be prepared on 11"x17" sheets at a 1" = 40' scale.
 - (ii) Drawings and specifications will be prepared using the most current version of the City of Twin Falls Standard Specifications and Drawings and the Idaho Standards for Public Works Construction (ISPMC).
- b. 75% Design Drawings, Specifications and Contract Documents:
- (i) Based on the preliminary design phase, prepare 75% design drawings, specifications, and contract documents for the selected water main alignment.
 - (ii) Update the opinion of probable construction costs.
 - (iii) Perform a quality control review.
 - (iv) Deliverables:
 - i. 75% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, one (1) copy to ITD, one (1) copy to TFHD, one (1) copy to TFCC, and one (1) copy to affected utility companies.
- c. 90% Design Drawings, Specifications and Contract Documents (Agency Review Documents):
- (i) Upon receiving written comments from CLIENT and Agencies, prepare 90% design drawings, specifications, and contract documents for the selected water main alignment.
 - (ii) Update the opinion of probable construction costs.
 - (iii) Perform a quality control review.
 - (iv) Deliverables:
 - i. 90% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, two (2) copies to IDEQ, one (1) copy to ITD, one (1) copy to TFHD, and one (1) copy to TFCC.
- d. 100% Design Drawings, Specifications and Contract Documents (Construction Ready Documents):
- (i) Upon receiving written comments from CLIENT and Agencies, prepare 100% design drawings, specifications, and contract documents for the selected pipeline alignment.
 - (ii) Update the opinion of probable construction costs.
 - (iii) Perform a quality control review.
 - (iv) Deliverables:
 - i. 100% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, two (2) copies to IDEQ, one (1) copy to ITD, one (1) copy to TFHD, and one (1) copy to TFCC.

6. **Task 006 – Bidding**

- a. After acceptance by CLIENT of the final design documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, and upon written authorization by CLIENT to proceed, J-U-B shall:
- (i) Assist CLIENT in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process Contractor deposits or charges for the bidding documents.
 - (ii) Provide up to 50 sets of bidding documents for bidding purposes. The bidding documents will be distributed through J-U-B's Twin Falls office.
 - (iii) Issue addenda as appropriate to clarify, correct, or change the bidding documents.

- (iv) Provide information or assistance needed by CLIENT in the course of any negotiations with prospective Contractors.
- (v) Consult with CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- (vi) If bidding documents require, J-U-B shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by Bidders.
- (vii) Attend the Bid opening, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bids and in assembling and awarding contracts for the Work.

7. **Task 007 – Funding Coordination**

- a. Coordinate with and assist Region IV Development Association (RIVDA) regarding the Idaho Department of Labor Idaho Community Development Block Grant (ICDBG) and U.S. Economic Development Association (EDA) grant. J-U-B will provide necessary engineering related information to RIVDA for them to submit to ICDBG and EDA. RIVDA will be responsible for preparing and submitting the necessary ICDGB and EDA forms, budgets, schedules, etc.

8. **Task 008 – Agency Coordination, Permitting and Easements**

- a. Provide Agency coordination and permitting assistance, including:
 - (i) ITD and Twin Falls Highway District (TFHD) Coordination and Permitting:
 - i. Coordinate with ITD and TFHD to review pipe alignments, highway crossings, design criteria, and material specifications for proposed improvements. Four (4) meetings with TFHD and two (2) meetings with ITD are anticipated. Applicable comments will be incorporated into the Project.
 - ii. Complete and submit the necessary permits for the geotechnical bore/core hole field drilling.
 - iii. Complete and submit the necessary utility permit applications and maintenance agreements.
 - iv. Complete and submit traffic control plans to ITD and TFHD.
 - (ii) Twin Falls Canal Company (TFCC) Coordination:
 - i. Prepare and submit 75% and 90% design plans at lateral crossing locations for review and comment by TFCC. Two (2) meetings with TFCC are anticipated. Applicable comments will be incorporated into the Project.
 - (iii) IDEQ Coordination:
 - i. Prepare and submit final construction plans, specifications, and contract documents for review and approval to IDEQ. J-U-B shall meet and review comments with IDEQ staff when necessary and incorporate applicable review comments into the Project.
 - (iv) Other Utility Coordination:
 - i. Prepare and submit 75% design plans for affected utility companies for comment. Applicable comments will be incorporated into the Project.
 - (v) No UPRR or EIRR coordination or permits are included in the Scope of Services.
- b. Assist CLIENT in obtaining necessary permanent and temporary construction easements, including coordinating with property owners, preparing easements and legal descriptions, and submitting the necessary documentation.
- c. Deliverables:
 - (i) Draft Permit Applications, Maintenance Agreements, Traffic Control Plans, and Easements to CLIENT – Two (2) Copies.

- (ii) Final Permit Applications, Maintenance Agreements, Traffic Control Plans, and Easements to CLIENT and Agency – Two (2) Copies Each.

9. **Task 009 – Blue Lakes System Analysis**

- a. Evaluate the current and projected maximum day water demands from the Blue Lakes wells and Canyon Pump Station for the following three scenarios:
 - (i) Existing maximum day water demand plus one (1) wet industry with a demand of 1 MGD.
 - (ii) The projected maximum day water demand for the committed subdivisions plus one (1) wet industry with a demand of 1 MGD.
 - (iii) The projected maximum day water demand at build-out of the water service area plus three (3) wet industries with a total demand of 3 MGD.
 - (iv) Water demands will be estimated using the existing WaterCad model, flow meter data supplied by the City for existing wells, tanks, and pump stations, and data from the City of Twin Falls Water System Facilities Plan.
- b. Evaluate the current pumping capacity of the existing Blue Lakes Well pumps and Canyon Booster Pump Station pumps:
 - (i) Flow and head data supplied by the City and/or Brockway Engineering will be compared to the factory certified curves for the pumps.
 - (ii) Review Brockway Engineering's summary report for the most recent pump testing completed on the Blue Lakes system.
 - (iii) Coordinate with City staff regarding their observations on pump cavitation at the Blue Lakes wells and current operation of the system. Conduct a field observation of the pump cavitation.
- c. Field survey (horizontal and vertical) of the Blue Lakes wells, air vac valve on the discharge piping, and other structures as necessary.
- d. Investigate and identify recommended improvements to the Blue Lakes Well pumps and Canyon Pump Station, including phasing of improvements and preliminary pump specifications.
- e. Prepare an opinion of probable construction costs for improvements.
- f. Perform a quality control review.
- g. Deliverables:
 - (i) Draft Summary Technical Memorandum to CLIENT – Two (2) Copies.
 - (ii) Final Summary Technical Memorandum to CLIENT – Two (2) Copies.

10. **Task 010 – Management Reserve Account**

- a. A reserve account is included for miscellaneous items that arise during the project beyond the basic and additional services established in this Agreement. Work will not commence on these items without prior written authorization from the CLIENT.

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

- 1. Provide J-U-B with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints; space capacity and performance requirements; flexibility and expandability requirements; budgetary limitations; and design and construction standards.
- 2. Furnish to J-U-B any other available information pertinent to the Project, including reports, data, and drawings relative to previous design or investigations at or adjacent to the Site.
- 3. Following J-U-B's assessment of initially-available Project information and data and upon J-U-B's request, furnish or otherwise make available such additional Project related information and data as is reasonably

required to enable J-U-B to complete its Basic and Additional Services. Such additional information or data would generally include the following:

- a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - d. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
4. Examine the alternatives, reports, drawings, specifications, and other documents as presented by J-U-B and render in writing timely decisions pertaining thereto.
 5. Arrange for safe access and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services.
 6. Provide coordination, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by J-U-B and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 7. Recognizing and acknowledging that J-U-B's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or J-U-B reasonably requests including legal documents necessary for ROW or easements if necessary.
 - c. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - d. Recording of all legal documents.
 8. Place and pay for advertisement for Bids in appropriate publications.
 9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
 10. Provide the services of an independent testing laboratory to perform inspections, tests, and approvals of samples, materials, and equipment required to generally review Contractor's conformance with the intent of the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
 11. Inform J-U-B in writing of any specific requirements of safety or security programs that are applicable to J-U-B, as a visitor to the Site.
 12. Perform or provide the following additional services:
 - a. Pay for required permit/license agreement and easement costs.
 - b. Provide pot-holing of conflicting water, sewer and City irrigation mains to evaluate the depth and location of the existing mains at locations where a potential conflict exists and location information is inconclusive. Engineer to notify Owner 72 hours in advance of need for pot-holing.

PART 2 – SCHEDULE OF SERVICES

- A. Attached as "Exhibit C" is the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT

acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

PART 3 – BASIS OF FEE

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

1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

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

Task Number	Task Name	Fee Type	Amount
001	Project Administration and Client Meetings	Time and Materials	\$16,549
002	Preliminary Design	Lump Sum	\$24,970
003	Topographic Survey	Lump Sum	\$22,432
004	Geotechnical Investigation	Time and Materials	\$45,789
005	Final Design	Lump Sum	\$69,725
006	Bidding	Time and Materials	\$13,256
007	Funding Coordination	Time and Materials	\$6,877
008	Agency Coordination, Permitting, and Easements	Time and Materials	\$17,687
009	Blue Lakes Wells Analysis	Time and Materials	\$14,746
010	Management Reserve Account	Time and Materials	\$10,000

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



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

Standard Exhibit A – Electronic Documents Reuse Provisions

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

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

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

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

ELECTRONIC DOCUMENTS DESCRIPTION

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

Project Name and J-U-B Project Number: 2011 Eastland/Kimberly to Hankins Water Main & Blue Lakes System Analysis
Electronic Document(s) Description: Design and Construction Plans, Specifications, Contract Documents, and Reports
File Type (pdf, jpg, doc, xls, dwg, etc.): pdf and dwg
Media (cd, email, web, etc): CD

REUSE PROVISIONS

1. *Reuse License.* CLIENT acknowledges and agrees that J-U-B owns all rights, title and interest in the information in the Media (except to the extent that third party ownership is identified), and all proprietary and intellectual rights in and to such information, including without limitation, copyright and trade secret rights. J-U-B grants to CLIENT a nonexclusive, non-transferable license to use Media in compliance with the terms and conditions of this Agreement. Further, CLIENT is not granted any rights in connection with any trademarks or service marks of J-U-B, any of its suppliers, or any third parties whose components are offered in conjunction with or as a component of the Media.
2. *Reuse Restrictions.* This license and use of the Media is restricted to the original site and Project for which it was originally prepared, and shall not be used for other projects or sites, nor shall it be transferred or conveyed to any other party for any use whatsoever without the prior written consent of J-U-B. Except for intended use on the Project, the CLIENT has no right to use, disclose, modify, transfer, sublicense or otherwise distribute the media, and shall use every reasonable effort to maintain the same as confidential. Reuse or reproduction of the Media for any purpose not originally intended by J-U-B, or reuse by an entity not a party to this agreement is prohibited.

If Documents include files to be used in the CLIENT's Geographic Information System (GIS), J-U-B grants the right to the CLIENT to allow third-party access to the data for purposes of GIS system operations and maintenance as well as review by the public as allowed in the CLIENT's GIS program.

3. *Reuse Limitations.* CLIENT acknowledges that electronically stored information may not be compatible with their own computer system and may be subject to translation errors or undetectable alteration or deterioration. Because the Media is in electronic format, significant difference may exist between the Media and corresponding hard copy contract documents. J-U-B makes no representation regarding the accuracy or completeness of the Media. If, for any reason, a conflict occurs between the Media and stamped, signed documents, or contract documents, the stamped, signed documents, or contract documents, shall govern.

If Documents include files to be used in the CLIENT's GIS, the accuracy of said GIS files is limited to the accuracy and tolerances of the data used to create said files and information provided by others. The GIS data, therefore, shall not be considered an accurate representation of actual field conditions for many purposes including, but not limited to, planning, design, construction, or system operation.

J-U-B SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE MEDIA WILL BE UNINTERRUPTED OR ERROR FREE.

4. *Release of Liability / Indemnification.* Neither J-U-B nor its agents shall be liable for any damages arising out of the use or misuse of the Media, nor for any claim of any kind or nature, including J-U-B's negligence, arising out of or in any way related to the use or misuse of the Media, whether such claim is based in contract, negligence or otherwise. Further, CLIENT hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold J-U-B harmless from any and all claims, damages, losses and expenses ("claims") including attorney fees, arising out of or resulting from the use or misuse of the Media, including but not limited to, claims involving the completeness of accuracy of the Media.

J-U-B SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY ELECTRONIC "VIRUS," "ADWARE" OR "MALWARE" OR ANY FAILURE OF PERFORMANCE RESULTANT FROM USE OF THE MEDIA.

5. *Relationship.* Nothing herein creates a partnership, joint venture, contractual privity, or a third-party contractual beneficiary relationship between J-U-B and the CLIENT.
6. *Assignment.* This Agreement is not assignable or transferable by CLIENT and any attempted assignment or transfer shall be null and void and of no force or effect.

EXHIBIT C CITY OF TWIN FALLS 2011 EASTLAND/KIMBERLY WATER MAIN AND BLUE LAKES SYSTEM ANALYSIS PRELIMINARY SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	2012												2013											
						Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	Project Administration & Client Meetings	359 days	Wed 11/16/11	Mon 4/1/13																									
2	Project Administration and Client Meetings	359 days	Wed 11/16/11	Mon 4/1/13																									
3																													
4	Preliminary Design	72 days	Wed 11/16/11	Thu 2/23/12																									
5	Research Existing Information	7 days	Wed 11/16/11	Thu 11/24/11																									
6	Water Main Routing Analysis	10 days	Mon 11/28/11	Fri 12/9/11																									
7	Crossings Evaluation	7 days	Thu 12/1/11	Fri 12/9/11																									
8	Prepare Draft PER and Opinion of Probable Costs	20 days	Mon 12/12/11	Fri 1/6/12	7																								
9	QC Review	6 days	Mon 1/9/12	Mon 1/16/12	8																								
10	Revise and Submit PER and Opinion of Probable Costs	3 days	Tue 1/17/12	Thu 1/19/12	9																								
11	IDEQ Review of PER and Opinion of Probable Costs	20 days	Fri 1/20/12	Thu 2/16/12	10																								
12	Respond to IDEQ Comments and Revise/Submit Final PER and Costs	5 days	Fri 2/17/12	Thu 2/23/12	11																								
13																													
14	Topographic Survey	20 days	Mon 1/16/12	Fri 2/10/12																									
15	Topographic Survey	20 days	Mon 1/16/12	Fri 2/10/12	18																								
16																													
17	Rock Borings and Geotechnical Investigation	57 days	Mon 12/12/11	Tue 2/28/12																									
18	Permitting and Utility Locates	25 days	Mon 12/12/11	Fri 1/13/12	7																								
19	Bore Holes	12 days	Mon 1/16/12	Tue 1/31/12																									
20	Preliminary Locates	2 days	Mon 1/16/12	Tue 1/17/12	18																								
21	Field Work	10 days	Wed 1/18/12	Tue 1/31/12	20																								
22	Core Holes	32 days	Mon 1/16/12	Tue 2/28/12																									
23	Preliminary Locates	2 days	Mon 1/16/12	Tue 1/17/12	18																								
24	Field Work	10 days	Wed 1/18/12	Tue 1/31/12	23																								
25	Prepare Draft Geotech Report	10 days	Wed 2/1/12	Tue 2/14/12	24																								
26	QC Review	5 days	Wed 2/15/12	Tue 2/21/12	25																								
27	Revise and Prepare Final Geotech Report	5 days	Wed 2/22/12	Tue 2/28/12	26																								
28																													
29	Final Design	88 days	Wed 2/1/12	Fri 6/1/12																									
30	75% Design Drawings, Specs, & Costs	35 days	Wed 2/1/12	Tue 3/20/12																									
31	Prepare Draft 75% Design Plans, Specs, and Costs	30 days	Wed 2/1/12	Tue 3/13/12																									
32	QC Review	5 days	Wed 3/14/12	Tue 3/20/12	31																								
33	90% Design Agency Review Drawings, Specs, & Costs	46 days	Wed 3/21/12	Wed 5/23/12																									
34	Prepare Draft 90% Design Plans, Specs, and Costs	15 days	Wed 3/21/12	Tue 4/10/12	32																								
35	QC Review	5 days	Wed 4/11/12	Tue 4/17/12	34																								
36	Revise and Submit 90% Plans and Specs to IDEQ	5 days	Wed 4/18/12	Tue 4/24/12	35																								

Project: TF 2011 Eastland-Kimberly S
Date: Thu 11/10/11

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			

CITY OF TWIN FALLS
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TASKS	Principal	QA/QC	Project Manager	Project Engineer	Designer/ EIT	Survey PLS	Survey Crew	Tech/ Observer	Drafter	Clerical	JUB Expenses	Subconsultants		TASK SUB-TOTAL	
												Electrical/ SCADA	Geotechnical		
Task 1	PROJECT ADMINISTRATION AND CLIENT MEETINGS														
1.01			24.0	24.0											\$ 5,942
1.02			12.0	24.0							\$50				\$ 4,176
1.03	1.0	2.0	24.0	24.0											\$ 6,431
1.04															\$ -
	Task Subtotal	1.0	2.0	60.0	72.0	0.0	0.0	0.0	0.0	0.0	\$50	\$0	\$0	\$	16,549
Task 2	PRELIMINARY DESIGN														
2.01			2.0	8.0	12.0				4.0						\$ 2,448
2.02		1.0	16.0	32.0	40.0				8.0		\$50				\$ 9,916
2.03		1.0	4.0	12.0	12.0				4.0						\$ 3,285
2.04		1.0	2.0	12.0	12.0										\$ 2,706
2.05	1.0	4.0	4.0	20.0	12.0				8.0	8.0					\$ 5,294
2.06		1.0	2.0	4.0	2.0				2.0	4.0					\$ 1,321
2.07															\$ -
	Task Subtotal	1.0	8.0	30.0	88.0	90.0	0.0	0.0	0.0	26.0	\$50	\$0	\$0	\$	24,970
Task 3	TOPOGRAPHIC SURVEY														
3.01			1.0	2.0		2.0					\$10				\$ 611
3.02											\$2,400				\$ 2,400
3.03				4.0	1.0										\$ 477
3.04		1.0	8.0	8.0							\$10				\$ 2,140
3.05							53.0				\$40				\$ 6,749
3.06							8.0								\$ 1,013
3.07											\$1,650				\$ 1,650
3.08						4.0									\$ 515
3.09						9.0									\$ 1,159
3.10						9.0									\$ 1,159
3.11						6.0					\$10				\$ 782
3.12					4.0				26.0						\$ 2,165
3.13					2.0				14.0						\$ 1,152
3.14					2.0				4.0						\$ 460
3.15															\$ -
	Task Subtotal	0.0	1.0	9.0	14.0	9.0	30.0	61.0	0.0	44.0	\$4,120	\$0	\$0	\$	22,432
Task 4	ROCK BORINGS AND GEOTECHNICAL INVESTIGATION														
4.01															\$ -
4.02			1.0	1.0							\$10				\$ 258
4.03			1.0	8.0							\$10				\$ 931
4.04				2.0											\$ 193
4.05				8.0					24.0		\$30		\$15,000		\$ 17,733
4.06															\$ -
4.07			1.0	1.0							\$10				\$ 258
4.08		1.0	1.0	4.0							\$10				\$ 696
4.09				4.0					16.0		\$20		\$23,000		\$ 24,693
4.10		1.0	1.0	2.0	4.0										\$ 1,027
4.11															\$ -
	Task Subtotal	1.0	2.0	6.0	32.0	0.0	0.0	0.0	40.0	0.0	\$90	\$0	\$38,000	\$	45,789

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												Electrical/ SCADA	Geotechnical		
Task 5	FINAL DESIGN														
5.01	75% Submittal	1.0	6.0	19.0	90.0	194.0	0.0	0.0	0.0	72.0	30.0	\$10	\$0	\$0	\$ 36,590
5.02	Prepare TIN & Preliminary Alignment			2.0	8.0	32.0						\$10			
5.03	Pipe Networks				4.0	24.0									
5.04	Evaluate Conflicts/Crossing Improvements			2.0	8.0	8.0									
5.05	Determine Surface Repair Types and Limits			1.0	4.0	8.0									
5.06	Prepare Typical TCP plans			1.0	8.0	16.0				16.0					
5.07	Detail Plan/Profile			4.0	16.0	40.0				24.0					
5.08	Details & Borings			2.0	8.0	16.0				16.0					
5.09	Specifications			2.0	16.0	16.0				8.0					
5.10	Contract Documents			2.0	8.0	12.0				12.0					
5.11	Prepare Submittal Package				2.0	6.0				8.0	6.0				
5.12	Update Opinion of Probable Construction Costs			1.0	4.0	8.0									
5.13	QC and Revisions	1.0	6.0	2.0	4.0	8.0				8.0	4.0				
5.14	90% Agency Review Submittal	1.0	5.0	14.0	52.0	112.0	0.0	0.0	0.0	88.0	28.0	\$10	\$0	\$0	\$ 25,546
5.15	Revise Plan/Profile, Details & Specs per Review Comments			2.0	8.0	24.0				12.0		\$10			
5.16	Final TCP			1.0	4.0	8.0				12.0					
5.17	Final Plan/Profile			1.0	8.0	24.0				24.0					
5.18	Final Details			1.0	4.0	12.0				16.0					
5.19	Final Specifications			4.0	12.0	12.0				8.0					
5.20	Final Contract Documents			2.0	6.0	8.0				8.0					
5.21	Prepare Final Submittal Package				4.0	8.0				12.0	8.0				
5.22	Update Opinion of Probable Construction Cost		1.0	1.0	2.0	8.0									
5.23	QC and Revisions	1.0	4.0	2.0	4.0	8.0				12.0	4.0				
5.24	100% Construction Ready Submittal	0.0	2.0	4.0	19.0	20.0	0.0	0.0	0.0	18.0	44.0	\$0	\$0	\$0	\$ 7,589
5.25	Revise Plan/Profile & Details per Review Comments			1.0	4.0	8.0				8.0					
5.26	Revise Specs & Contract Documents per Review Comments			1.0	2.0	8.0				2.0					
5.27	QC and Revisions		1.0	1.0	4.0	2.0				2.0	2.0				
5.28	Prepare/Publish Bidding Documents				8.0					8.0	40.0				
5.29	Update Opinion of Probable Construction Cost		1.0	1.0	1.0	2.0									
5.30															
	Task Subtotal	2.0	13.0	37.0	161.0	326.0	0.0	0.0	0.0	178.0	102.0	\$20	\$0	\$0	\$ 69,725
Task 6	BIDDING														
6.01	Advertise Project and Solicit Bids			1.0	2.0						1.0				\$ 384
6.02	Answer/Respond to Contractor Questions and Bid Admin.		1.0	4.0	20.0	16.0					4.0				\$ 4,306
6.03	Issue Addenda (Assume 2)			2.0	16.0	16.0				8.0	8.0				\$ 4,184
6.04	Pre-Bid Conference (1 Meeting)			4.0	6.0							\$10			\$ 1,193
6.05	Bid Opening (1 Meeting)		1.0	2.0	2.0							\$10			\$ 655
6.06	Review Bids	1.0	1.0	2.0	4.0										\$ 1,027
6.07	Issue Recommendation to City (1 Meeting with City)			2.0	2.0							\$10			\$ 505
6.08	Issue Notice of Award & Agreement to Successful Bidder				4.0						2.0				\$ 466
6.09	Review Agreement, Bonds, & Insurance of Successful Bidder			1.0	4.0										\$ 536
6.10															\$ -
	Task Subtotal	1.0	3.0	18.0	60.0	32.0	0.0	0.0	0.0	8.0	15.0	\$30	\$0	\$0	\$ 13,256
Task 7	FUNDING COORDINATION														
7.01	Coordination/Assistance to RIVDA on Funding			20.0	40.0										\$ 6,877
7.02															\$ -
	Task Subtotal	0.0	0.0	20.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$ 6,877

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												Electrical/ SCADA	Geotechnical		
Task 8	AGENCY COORDINATION, PERMITTING AND EASEMENTS														
8.01	ITD and TFHD Coordination and Permitting														\$ -
8.02	Permits for Bore/Core Holes			1.0	4.0	4.0			8.0	4.0					\$ 1,618
8.03	Utility Permits and Maintenance Agreements			2.0	8.0	16.0			8.0	4.0					\$ 3,253
8.04	ITD Meetings (2)			4.0	8.0					4.0	\$100				\$ 1,637
8.05	TFHD Meetings (4)			4.0	16.0					8.0	\$40				\$ 2,509
8.06	TCP Coordination				4.0	4.0			8.0						\$ 1,305
8.07	Coordinate with Twin Falls Canal Company			2.0	8.0	4.0									\$ 1,439
8.08	Coordinate with IDEQ, Prepare Checklists			2.0	8.0	8.0				2.0					\$ 1,886
8.09	Coordinate with Utilities				8.0	16.0									\$ 2,235
8.10	Easement Acquisition (Landowner coordination, prep. legal docs & exhibits)			2.0	8.0	8.0									\$ 1,805
8.11															\$ -
	Task Subtotal	0.0	0.0	17.0	72.0	60.0	0.0	0.0	0.0	24.0	22.0	\$140	\$0	\$0	\$ 17,687
Task 9	BLUE LAKES SYSTEM ANALYSIS														
9.01	Evaluate Maximum Day Water Demand from Blue Lakes System		1.0	4.0	16.0	8.0									\$ 3,027
9.02	Evaluate Current Pumping Capacity of Existing Well & Booster Pumps	1.0	1.0	4.0	12.0	8.0					\$10				\$ 2,842
9.03	Field Survey				2.0		4.0	8.0			\$320				\$ 2,040
9.04	Investigate Improvements to Blue Lakes Wells & Canyon Pump Station		1.0	4.0	16.0	8.0			4.0						\$ 3,349
9.05	Prepare an Opinion of Probable Construction Costs		1.0	2.0	4.0	4.0									\$ 1,204
9.06	QC and Revisions		2.0	2.0											\$ 602
9.07	Prepare and Submit Draft Tech Memo			1.0	6.0	4.0				4.0					\$ 1,257
9.08	Revise, Prepare, and Submit Final Tech Memo			1.0	2.0					2.0					\$ 425
9.09															\$ -
	Task Subtotal	1.0	6.0	18.0	58.0	32.0	4.0	8.0	4.0	0.0	6.0	\$330	\$0	\$0	\$ 14,746
Task 10	MANAGEMENT RESERVE ACCOUNT														
10.01	Management Reserve Account										\$10,000				\$ 10,000
10.02															\$ -
	Task Subtotal	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$10,000	\$0	\$0	\$ 10,000	
	STAFF-HOUR SUBTOTAL	7.0	35.0	215.0	597.0	549.0	34.0	69.0	44.0	280.0	157.0	\$14,830	\$0	\$38,000	
	TOTAL														\$ 242,031