Twin Falls City Council
Agenda

Monday, October 11, 2021, 5:00 PM

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

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

2) PLEDGE OF ALLEGIANCE

3) PROCLAMATIONS: None

4) CONSENT CALENDAR

   a) **ACTION ITEM:** Request to approve Accounts Payable for September 23-29, 2021. (Previous Fiscal Year)

      By: Amy Luna, Finance Administrative Assistant

   b) **ACTION ITEM:** Request to approve Accounts Payable for October 1, 2021. (Current Fiscal Year)

      By: Amy Luna, Finance Administrative Assistant

   c) **ACTION ITEM:** Request to approve Accounts Payable for October 1-6, 2021. (Current & Previous Years)

      By: Amy Luna, Finance Administrative Assistant

   d) **ACTION ITEM:** Request to approve September 27, 2021, City Council Minutes.

      By: Amy Luna, Finance Administrative Assistant

   e) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for August 2021

      By: Amy Luna, Finance Administrative Assistant

   f) **ACTION ITEM:** Request to approve the 30th Annual Christmas in the Nighttime Sky event sponsored by Kimberly Nurseries to be held at 2862 Addison Avenue East on Friday, November 26, 2021.

      By: Sergeant Lou Coronado, Police Department

5) ITEMS OF CONSIDERATION

   a) **PRESENTATION:** Presentation of POST Certifications.

      By: Craig Kingsbury, Chief of Police

b) **ACTION ITEM:** Request to extend the Franchise Agreement with Project Mutual Telephone Cooperative Association, INC. (PMT) and authorize the Mayor to sign the extension agreement.

By: Shayne Nope, City Attorney

c) **ACTION ITEM:** Request to adopt Ordinance #O-2021-017 amending the City's Comprehensive Plan to include the Capital Improvement Plan; Repealing City Code Title 10 Chapter 18: Impact Fees and Recodifying as Title 11.

By: Jonathan Spendlove, Planning and Zoning Director

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

a) **ACTION ITEM:** Public Hearing on Impact Fee and Planning and Zoning fee increases for the City of Twin Falls.

By: Jonathan Spendlove, Planning and Zoning Director

9) EXECUTIVE SESSION

a) **ACTION ITEM: EXECUTIVE SESSION §74-206 (1)(b)** To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

10) ADJOURNMENT

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall:
    - Wait to be recognized by the Mayor or Chairman
    - Approach the microphone/podium
    - State their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff shall make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
    - A complete explanation and description of the request.
    - Why the request is being made.
    - Location of the Property.
    - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
    - Individuals are not permitted to give their time to other speakers.
    - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicant or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

* Any person not conforming to the above rules may be prohibited from speaking. Persons refusing to comply with such prohibitions may be asked to leave the hearing and, thereafter removed from the room by order of the Mayor or Chairman.

Twin Falls City Council
Minutes

Monday, September 27, 2021, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Fire Chief Les Kenworthy, Human Resources Director Gretchen Scott, Battalion Chief Eric Schmitz, Desktop Support Analyst Kim Hafer, Help Desk Technician Sonia Salas, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

4) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

a) Request to approve September 20, 2021, City Council Minutes.
b) Request to approve Accounts Payable for September 16-22, 2021.
c) Request an Approval on a Parks in Lieu application for the Villas on Falls Subdivisions (PZ21-0087).
d) Request to accept Public Right-of-Way for sidewalk improvements at 723 Sparks Street.
e) Consider a recommendation from the Parks and Recreation Commission to accept a request from Jennifer McClain with Southern Idaho Landscaping to donate two trees in memory of Kevin Cooper.

5) ITEMS OF CONSIDERATION

a) Twin Falls Fire Department would like to recognize their newly promoted Captains and Drivers.

Fire Chief Kenworthy requested to recognize their newly promoted Captains & Drivers.

Mayor Hawkins read the Oath of Office and swore in the promoted firefighters.

b) Twin Falls Fire Department would like to recognize their two new Firefighters for their completion of TFFD's Academy graduation.

Fire Chief Kenworthy requested to recognize their two new Firefighters for their completion of TFFD's Academy graduation.

Mayor Hawkins read the Oath of Office and swore in the new firefighters.

c) Fire Chief Les Kenworthy would like to take this opportunity to present, award, and recognize their 2020 Fire Officer and Firefighter of the Year.

Fire Chief Kenworthy requested the opportunity to present, award, and recognize their 2020 Fire Officer and Firefighter of the Year.

Firefighter of the Year: **Dan Gould**
Officer of the Year: **Tim Lauda**

d) Approval and adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

HR Director Scott requested the adoption of the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556.

Discussion ensued on the following:
Council Member Reid: Asked for clarification on the salaries.
Council Member Lanting: Asked if the union rep would like to comment.
Council Member Barigar: Thanked the team for their hard work.
Mayor Hawkins: Thanked the team as well.
City Manager Rothweiler: Spoke about the process.

MOTION: Vice Mayor Pierce moved to approve the request to adopt the Collective Bargaining Agreement between the City of Twin Falls and Twin Falls Firefighters Local 1556. **Council Member Lanting** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

e) Request to present the Twin Falls Fire Department's 2020 annual report to the City Council. **Fire Chief Kenworthy** presented the Twin Falls Fire Department's 2020 annual Report to the City Council. **Battalion Chief Brooks and Schmitz, Fire Marshall Lauda** also presented.

Discussion ensued on the following:
Council Member Lanting: Spoke about the overcrowding of the local hospital. Expressed his appreciation.
Mayor Hawkins: Asked about mental health concerns.
Council Member Lanting: Thanked the Fire Marshal. Asked about the 5th-grade cooking class that he puts on.
Council Member Hawkins: Spoke about the call center and how impressed he was with our Fire Chief.

Mayor Hawkins thanked all the presenters for their presentations.

f) Request to replace a fire truck in the Fire Department and consider using lease-purchase at the cost of $750,000.00. (Includes radios, labeling, MDC, and other needed equipment).

Battalion Chief Schmitz requested to replace a fire truck in the Fire Department andconsider using a lease-purchase at the cost of$750,000.00. (Includes radios, labeling, MDC, and other needed equipment).

Discussion ensued on the following: None.

MOTION: Council Member Lanting moved to approve the request to replace a fire truck in the Fire Department and consider using a lease-purchase at the cost of$750,000.00. (Includes radios, labeling, MDC, and other needed equipment). **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

g) Request to approve the contract between the City of Twin Falls and the Twin Falls RuralFire District from October 1, 2021, to September 30, 2024.

Fire Chief Kenworthy requested to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2021, to September 30, 2024.

Discussion ensued on the following: None**.**

MOTION: Council Member Reid moved to approve the request to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2021, to September 30, 2024. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
City Manager Rothweiler and **Deputy City Manager Humble** will not be attending the City Council Meeting on Monday, October 4, 2021. **City Attorney Nope** will be officiating.

8) PUBLIC HEARINGS

9) ADJOURNMENT

a) ADJOURN TO EXECUTIVE SESSION §74-206 (1)(b) To consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.
Canceled.

The meeting adjourned at 06:41 PM.

____
Amy Luna, Finance Administrative Assistant

For a full account of this meeting please visit tfid.org for the recording of this meeting

Date: Monday October 11, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado

Request:

Consideration of a request to approve the 30th Annual Christmas in the Nighttime Sky event sponsored by Kimberly Nurseries to be held at 2862 Addison Avenue East on Friday, November 26, 2021.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Dave Wright has submitted a Special Events Application requesting to hold the 30th Annual Christmas in the Nighttime Sky Event. The event will be held at the Kimberly Nurseries location of 2862 Addison Avenue East. This is a nonprofit event that will benefit needy children in our community, as it is the valley's largest toy fundraiser. The event begins at 5:00 p.m. Event Organizers will host a chili/potato dinner beginning at 5:30 p.m. in exchange for an unwrapped toy. There will be live amplified Christmas type music played during the event, on the property of Kimberly Nurseries, as well as a bonfire. A choreographed fireworks display will follow at approximately 7:30 p.m. The fireworks will be launched just north of Kimberly Nurseries in a vacant field located on the north side of Addison Avenue East. The estimated crowd size for this event is 2,500 to 4,100 people, depending on the weather. Event organizers will be responsible for providing advanced notification to all business owners and residents affected by the street closure due to this event. Patrons will park their vehicles in the Kmart Parking Lot and event organizers will provide transportation by school bus from the K-Mart parking lot to Kimberly Nurseries for the event and will provide transportation back to K-Mart at the conclusion of the event.

Addison Avenue East will be closed from Eastland Drive to Hankins Road from 5:00 p.m. until approximately 9:00 p.m. Carriage Lane and Carriage Lane North will also be closed at the intersections of Addison Avenue East. Road closures will be controlled by traffic cones, barricades, Twin Falls Police Department Officers and employees, officers from other agencies, and volunteers.

The Twin Falls City Street Department will provide the traffic cones and barricades for the event.

The Twin Falls Fire Department will be on scene for the bonfire and for the fireworks display.

Approval Process:

Consent by the City Council.

Budget Impact:

This event will require a total of eleven (11) Twin Falls Police Officers, four (4) non-sworn Police Department employees, and other law enforcement agencies. A briefing will be held at 4:30 p.m. and the street closures will take place at 5:00 p.m. The event is estimated to conclude by 9:00 p.m. Total overtime cost for the Twin Falls Police Department will be $2,756.00, which has been included in the Twin Falls Police Department's overtime budget.

Regulatory Impact:

N/A

Conclusion:

This Special Events Application has been approved by several relevant City Staff members and the Twin Falls Police Department Staff. It is recommended that this request be approved by the City Council as presented.

Attachments:

None

Date:	Monday, October 11, 2021
To:	Honorable Mayor and City Council
From:	Craig Kingsbury, Chief of Police

PRESENTATION

Request:

Presentation of POST Certifications.

Time Estimate:

Approximately 10 minutes

Background:

Bailey Kemp was hired by the Twin Falls Police Department as a full-time Police Officer on December 21, 2020. Bailey was born in the southern United States and spent most of her years growing up in eastern Texas. She graduated from Winona High School and attended Navarro College where she achieved her associates degree. She then moved to the Dallas Fort Worth area to complete her bachelor's degree and graduated from The University of Texas at Arlington in 2018. Bailey met her husband, Kyle, while in college and they have been married for almost three years. They moved from Texas to Idaho in July of 2020 for Kyle's job with the BLM. While her husband was gone fighting wildland fires all summer, she became close friends with a female police officer. This is where Bailey's interest in law enforcement was sparked. While new to the area, Bailey is excited to be a part of the Twin Falls community and to serve the people in it.

Joshua Rivers was hired by the Twin Falls Police Department on January 4, 2021, as a full-time Police Officer. Joshua was born in Rupert, Idaho and moved to Twin Falls, Idaho at the age of ten. His interest in law enforcement began when he was a teenager, and he participated in the Twin Falls Police Explorer Program. Joshua graduated from Magic Valley Home Schoolers High School and joined the U.S. Army. Joshua met his wife, Jenalee, while attending the U.S. Army. Joshua and his wife have six children. For the past six years, Joshua has been a Deputy Sheriff with the Arapahoe County Sheriff's Office in Colorado. In his spare time, Joshua enjoys hunting, fishing, camping, and riding ATV's.

Liz Guzman was hired by the Twin Falls Police Department on June 24, 2019 as a Police Officer Recruit. Liz was born and raised in Twin Falls and graduated from Canyon Ridge High School in 2014. Liz accelerated as a team member in leadership skills on her varsity soccer team. Prior to her employment with the TFPD, Liz worked at the Safe House with high risk youth within our community, helping them to make better versions of themselves. Liz attended Boise State University and graduated with a Bachelors degree in Criminal Justice. Liz is passionate about serving her community in a law enforcement role. She is bilingual and is scheduled to graduate with a Master's in Forensic Psychology in February of 2022. Liz's life experiences have taught her that serving others is where she wants to focus her energy.

Brandi Matthews has been in law enforcement for nearly 16 years. She started her career in Rexburg, Idaho at the Madison County Sheriff's Office. Brandi started in Detention and transferred to Patrol. In 2009, she was hired by the Twin Falls Police Department where she worked ten years in Patrol. Brandi was later promoted to the Criminal Investigation Division, where she has been for two and a half years.

Preston Stephenson was hired by the Twin Falls Police Department on July 5, 2006. On January 3, 2010, Preston was assigned to the Juvenile Crimes Unit as a School Resource Officer for Twin Falls High School. He has maintained that position since and developed a fantastic relationship with the administration and students. Preston is married to his wife Jodi, and together they have four children.

Shawn Applewhite was born in Pomona, California and moved to the Magic Valley in 1984. Shawn graduated from Jerome High School and attended the College of Southern Idaho. In 2001, Shawn participated in the Twin Falls Police Department Reserve Officer Program. In 2003, he received his real estate license. Shawn graduated from the Peace Officer Standards and Training Academy and was hired by the Twin Falls Police Department on December 6, 2011, as a Patrol Officer, where he served as a Field Training Officer and Swat Team Operator. Shawn is also on the Crisis Intervention Team and a member of the Honor Guard. In 2018, Shawn was promoted to Sergeant in the Patrol Division and received Officer of the Year. Shawn currently holds a Basic and Intermediate Patrol Certificate.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

We would like to present these officers with the POST certifications in front of Honorable Mayor Hawkins, the members of the City Council, their family members and peers to recognize their efforts at achievement.

Attachments:

None

Date: Monday, October 11, 2021

To: Honorable Mayor and City Council

From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Request to extend the Franchise Agreement with Project Mutual Telephone Cooperative Association, INC. (PMT) and authorize the Mayor to sign the extension agreement.

Time Estimate:

10 Minutes

Background:

In 2005, the City entered into a fifteen (15) cable television franchise agreement with PMT. Both the City and PMT desire the agreement to be extended for another fifteen (15) years.

Approval Process:

A simple majority of the council is required to approve the extension of the agreement and to authorize the Mayor to sign.

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

The City and PMT have had a good working relationship and desire to continue that relationship for at least another fifteen (15) years. The proposed *Agreement to Extend Franchise Agreement* attached hereto is necessary to facilitate that desire.

Attachments:

1. PMT - 2021 - Agreement to Extend Franchise Agreement

Agreement to Extend Franchise Agreement

THIS EXTENSION AGREEMENT is made this ___ day of _____________, 2021, ("Effective Date"), by and between the CITY OF TWIN FALLS, an Idaho municipal corporation ("City") and PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC., an Idaho corporation, of 507 G Street, P.O. Box 366, Rupert, Idaho 83350 ("PMT").

WITNESSETH:

WHEREAS the Parties hereto entered into a Franchise Agreement on September 26, 2005 for a fifteen (15) year term to expire September 26, 2020; and

WHEREAS the Parties hereby agree to extend the term of the original Franchise Agreement in accordance with the terms of the original Franchise Agreement as well as the terms provided herein; and

WHEREAS Ordinance No. 2831 authorizes issuance of a cable television franchise to Grantee.

NOW, THEREFORE, the parties mutually agree as follows:

1. The original Franchise Agreement, a copy of which is attached hereto as a part of this Extension, expired on September 26, 2020.

2. The Parties agree to extend the original Franchise Agreement for an additional fifteen (15) year term on the same terms and conditions.

3. It is the intent of the Parties that this Extension binds and benefits both Parties from September 26, 2020, to September 26, 2035, and that this document, including the attached copy of the original Franchise Agreement, is the entire agreement between the Parties.

4. It is further agreed that all other terms and conditions of the original Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered as of the date first written above.

Approved by the Mayor and the City Council of the City of Twin Falls, Idaho, on the ____ day of ______________, 2021.

FRANCHISING AUTHORITY
CITY OF TWIN FALLS

____
Suzanne Hawkins, Mayor

ATTEST:________________________
Deputy City Clerk

PROJECT MUTUAL TELEPHONE
COOPERATIVE ASSOCIATION, INC.

____
Dan Hoover, President & CEO

ATTEST:________________________
Rick Harder, Secretary/Treasurer & CFO

STATE OF IDAHO)
:ss
County of Minidoka)

On this ___ day of _____________, 2021, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dan Hoover and Rick Harder, known to me to be the President & CEO and Secretary/Treasurer & CFO, respectively, of PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC., an Idaho corporation, whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

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

(SEAL)

____
Notary Public
Residing at:__________________
Commission expires:___________

C-3522

FRANCHISE AGREEMENT

THIS AGREEMENT is made this 26 day of September, 2005, by and between the CITY OF TWIN FALLS, an Idaho municipal corporation, herein referred to as "City" and PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC., an Idaho corporation, of 507 G Street, P.O. Box 366, Rupert, Idaho 83350, herein referred to as "Grantee", to provide for the terms and conditions of the continued operation of a video programming system within the city limits of the City of Twin Falls, County of Twin Falls, State of Idaho.

RECITALS

A. The City has determined that the financial, legal and technical ability of Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future video programming needs of the citizens of the City and desires to enter into this Agreement with Grantee for the construction and operation of the cable system to be provided by Grantee in the City on the terms set forth herein.

B. Grantee owns and operates a telecommunication system at various locations in the Magic Valley by which is provides its customers and members with telecommunication services, with one of its offices being located at 308 Shoshone Street, Twin Falls, Idaho.

C. At considerable expense, Grantee has extended approximately 3.5 miles of fiber optic cable to some of its customers and members in the City of Twin Falls so that they may obtain video programming services offered by Grantee.

D. Ordinance No. 2831 authorizes issuance of a cable television franchise to Grantee.

E. Grantee has indicated its acceptance of the terms and conditions contained in this Agreement.

F. The Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Compliance of 1992 as amended by the Telecommunications Act of 1996 authorizes the City to issue a cable franchise.

NOW, THEREFORE, the City hereby grants a cable television franchise to Project Mutual Telephone Cooperative Association, Inc. on the following terms and conditions:

SECTION 1. DEFINITIONS.

1.1 For the purposes of this Franchise, the following terms, phrases, and words shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural include the singular and words used in the singular include the plural.

A. "Affiliate" means a condition of being united, being in close connection, allied, or attached as a member or branch.

B. "Basic cable" is the tier of service regularly provided to all subscribers including the retransmission of local broadcast television signals.

C. "Cable Act" means Title VI of the Communications Act of 1934 as amended by the Cable Television Consumer Protection and Competition Act 1992, as amended by the Telecommunications Act of 1996, and any subsequent amendments.

D. "Cable services" means
   1. the one-way transmission to a subscriber of video programming, other programming service or date communication by a subscriber,
   2. subscriber interaction, if any, which is required for the selection by the subscriber of such video programming, or
   3. any other programming service or data communication by a subscriber.

E. "Cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service and other service to subscribers.

F. "Channel" means a single path or section of the spectrum which carries a cable service.

G. "City" means the City of Twin Falls, a municipal corporation of the State of Idaho.

H. "Council" means the present governing body of the City or any future board constituting the legislative body of the City.

I. "Disconnection" means the discontinuance of all cable service to a subscriber by a cable operator.

J. "FCC" means the Federal Communications Commission, a regulatory agency of the United States government.

K. "Franchising Authority" means the City of Twin Falls, Idaho.

L. "Franchise" shall mean the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate or otherwise, which authorizes construction or operation of the cable system for the purpose of offering cable service or other service to subscribers.

M. "Grantee" means Project Mutual Telephone Cooperative Association, Inc.

N. "Gross Revenues" means any payment received by the Grantee from its subscribers in exchange for Grantee providing video programming to its subscribers in the service area.

"Gross Revenue" shall not include amounts collected from subscribers for Franchise fees, non-subscriber revenue such as home shopping revenue, advertising sales, system installation, maintenance and repair and other charges such as delinquency fees, interest, or finance charges.

Without limiting the generality of the foregoing, "gross revenues" is not intended to include income, credits or revenues attributable to the operation of a cable system within the City arising from:

1. Real property transactions;
2. Taxes paid by a subscriber, the operator of a cable system within the City or another person, which are imposed on any subscriber;
3. Income, Interest, Dividends or Investments received by the operator of a cable system within the City unrelated to the delivery of video programming or cable services within the City; or
4. Net uncollectible debts.

O. "Headend" means the electronic equipment located at the start of a cable system, usually including antennas, preamplifiers, frequency converts, demodulator and related equipment.

P. "Installation" means the connection of the cable system to subscribers' terminals.

Q. "Normal business hours" means those hours during which most similar businesses in the City are open to the service of customers and shall include at least four (4) consecutive hours per weekday.

R. "Normal operating conditions" means those service conditions which are within the control or are reasonably anticipated by the cable operator, including special promotions, pay-per-view events, regular peak or seasonal demand periods and maintenance or upgrade of the cable system.

S. "Person" means any individual, firm, partnership, corporation, organization, association, or other legal entity.

T. "Public way" means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, curb, boulevard, sidewalk, parkway, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the service area which shall entitle the City and a franchisee to the use thereof for the purpose of installing, operating, repairing and maintaining the cable system. "Public way" shall also mean any easement now or hereafter held by the City within the service area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and a franchisee to the use thereof for the purpose of installing or transmitting franchisee's cable service or other service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, compliances, attachments and other property as may be ordinarily necessary and appurtenant to the cable system.

U. "Service Area" means the present municipal boundaries of the City of Twin Falls, and includes any additions thereto by annexation.

V. "Subscriber" means a person or user of the cable system who lawfully receives cable services or other services there from with franchisee's permission.

W. "Video Programming Service" means programming which is visually and audibly comparable to programming provided by a television broadcast station.

SECTION 2. <u>GRANT OF FRANCHISE</u>.

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a cable system in, along, among, upon, across, above, over, under, in any manner connected with Public Ways within the Service Area and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain on, over, under, upon, across, or along any public way and all extensions thereof and additions thereto, such pole, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the cable system. Nothing in the franchise shall be construed to prohibit the Grantee from offering any service over its cable system that is not prohibited by federal or state law.

The Grantee agrees to abide by any existing or new ordinance or regulation of general applicability to the operation of the cable system in the service area, adapted in the manner provided by law, so long as they do not substantially impair the rights granted pursuant to this franchise.

2.2 Term. The franchise granted hereunder shall be for a term of fifteen (15) years commencing on the effective date of the franchise as set forth below, unless otherwise lawfully terminated in accordance with the terms of this franchise agreement.

2.3 Periodic Review. A. On the fifth and tenth anniversary of the effective date of this franchise agreement, the franchising authority and grantee will review and may amend the agreement by mutual consent.

2.4 Incorporation By Reference. This franchise is granted pursuant to Title 50, Chapter 3 of the Idaho Code and the Cable Act.

SECTION 3. STANDARDS OF SERVICE.

3.1 Restoration of Public Ways. If, during the course of the Grantee's construction, operation or maintenance of the cable system, there occurs a disturbance in any public way, the Grantee shall, at its expense, replace and restore such public way to a condition reasonably comparable to the condition of the public way immediately prior to such disturbance.

3.2 Relocation at the Request of the Franchising Authority. Upon its receipt of reasonable advance notice, not to be less than ten (10) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the public way, or remove from the public way, any property of the Grantee when required by the franchising authority by reason of traffic conditions, public safety, street abandonment, street construction, change or establishment of street grade, installation of sewers, drains, utility pipes and any other structure or improvements by the franchising authority. The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any similar facilities-based utility as the Grantee, using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, the franchising authority shall make available such funds on behalf of the Grantee.

3.3 Relocation at the Request of a Third Party. The Grantee shall on the request of any person holding a building moving permit issued by the franchising authority, temporarily raise or lower its wires to permit the moving of such building, provided the expense of such temporary raising or lowering of wires is paid by said person including if required by the Grantee, making such payment in advance and the Grantee is given not less than five (5) days advance written notice.

3.4 System Upgrade/Channel Capacity and Adaptation to New Technology. At the request of the franchising authority, the Grantee shall inform the franchising authority at least quarterly of planned, proposed and actual changes in the Grantee's cable system and cable services related to subscribers in the service area regarding technological improvements, additional channel capacity and other matters related to services available to subscribers. Grantee will provide a community information channel for the non-exclusive use of the Franchising Authority to use as a community bulletin board, with convenient access for a city employee to change and update information.

3.5 Aerial and Underground Construction. A. In those areas of the service area where all of the transmission or distribution facilities of the respective public service utilities providing telephone communications and electrical services are underground, the Grantee shall likewise construct, operate and maintain all of its transmission and distribution facilities underground. Nothing contained in this section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, pedestals or other related equipment.

B. New Developments. The franchising authority shall provide the Grantee with written notice of the issuance of building or development permits for planned commercial and/or residential developments within the service area requiring underground facilities. The franchising authority agrees to require as a condition of issuing the permit that the developer of planned commercial and/or residential developments give the Grantee access to open trenches for deployment of cable facilities and notice of the date of availability of trenches. The developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering, deployment of labor and cable facilities located in the trenches. If a new development is not provided by the City due to random error or because the developer does not release the information, the Grantee will hold the franchising authority harmless.

C. Local Improvement District. If an ordinance is passed creating a local improvement district which involves placing underground certain utilities including that of the Grantee which are then located overhead, the Grantee shall participate in such underground project and shall remove poles, cables and wires from the surface of public ways within such district and shall place them underground in conformity with the requirements of the franchising authority. The Grantee may include its costs of relocating facilities associated with the undergrounding project in said local improvement district if allowed under applicable law.

3.6 Required Extension Service. The cable system, as constructed as of the date if the passage and final adoption of the franchise, substantially complies with the material provisions hereof. Whenever the Grantee shall receive a request for service from at least 15 residences within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its cable system to such subscribers at no cost to said subscriber for cable system extension, other that the usual connection fees for all subscribers, provided that such extension is technically feasible.

3.7 Subscriber Charges for Extension of Service. No subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a subscriber's request to locate his cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of services to subscribers, or a density of less than 15 subscribers per 1320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution on aid of construction, including cost of material, labor and easements. For the purpose of determining the amount capital contribution in aid of construction to be borne by the Grantee and subscribers in the area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the number of residences per 1320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals 15 residences. Subscribers who request service hereunder will bear the remainder of the construction and other costs on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction borne by potential subscribers be paid in advance.

3.8 Service to Public Buildings. The Grantee shall, upon request, provide without charge, one cable service to each of the Franchising Authority's office buildings, fire stations, police stations and to public school buildings that are passed by its cable system as well as other similar public buildings that may be constructed during the term of this franchise agreement. The outlets of cable service provided pursuant to this section shall not be used by the government entity to sell cable service in or throughout such buildings. The Grantee shall not be required to provide a cable service outlet to buildings where the drop line from the feeder cable to said building exceeds 150 cable feet unless the governmental entity agrees to pay the incremental cost of such drop line in excess of 150 cable feet. The list of public buildings to receive free service includes all fire and police stations and all such general governmental buildings.

3.9 Emergency Use.

A. In accordance with the provisions of Federal Communications Commission (FCC) Regulations shall maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are defined by the FCC.

B. The Franchising authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and shall indemnify and hold harmless the Grantee, its employees, officers and assigns from any claims arising from use of the cable system or the EAS equipment by the franchising authority, its employee or designated representatives, including, but not limited to, attorney fees and costs.

3.10 Customer Service Standards. The Grantee shall at all times be in compliance with FCC regulations regarding customer service obligation, as now exist or as may be amended. The franchising authority reserves the right to enact or enforce any customer protection law, containing more stringent customer service obligations, to the extent not specifically preempted by FCC regulations.

SECTION 4. REGULATION BY CITY OF TWIN FALLS

4.1 Franchise Fee.

A. The Grantee shall pay to the franchising authority monthly a sum equal to five percent (5%) of the gross revenues from video programming services. Payment for each month's fee shall be no later than forty-five (45) days after the last day of the month for which payment is made.

B. In the event the Cable Act and/or other applicable law permits an increase in franchise fees during the term of this franchise, then the franchising authority may initiate such an increase with regards to the franchise fee amount. However, prior to implementation of any increase in franchise fees, the Grantee may request a public hearing by the franchising authority to discuss said change in franchise fee. Following such a hearing the franchising authority may require the implementation of the change in franchise fee.

C. Late Payment. All sums, which become delinquent, shall accumulate interest at the statutory rate provided in Idaho Code, Title 28, Chapter 22, Section 104(1). The accrual of interest is not intended to waive or in any manner restrict City's ability to elect any procedure or method of collection permissible by law to enforce all the terms and conditions of franchise agreement.

D. Penalties for Failing to Pay Franchise Fees. Where the City determines by audit, financial statement or other method, that franchisee has underpaid franchise fees or other charges owed to City and where payment was not received by City within the quarter due, franchisee may be required to pay, in addition to any other remedy sought by City, all fees and interest due, and an additional penalty of fifty percent (50%) of the total amount owed. Acceptance of any franchise fee payment by the Franchising Authority shall not be constructed as an agreement that the fee paid is in fact the correct amount, nor shall acceptance of payment be constructed as a release or a waiver of any claim by the franchising authority against the Grantee.

E. Financial Reports. Upon request by the franchising authority the Grantee will provide a financial report, showing the basis for computation of the franchise fee, including number of subscribers and separately indicating revenues received by the Grantee within the serviced area from such sources as basic service, premium service, pay TV service, cable shopping services, all other applicable sources of revenue and such other information directly related to confirming the amount of the Grantee's gross revenues.

F. Limitation on Franchise Fee Actions. The period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Grantee is due. Unless the franchising authority initiates a lawsuit from recovery of unpaid franchise fees in a court of competent jurisdiction within five (5) years after such payment is due, such recovery shall be barred.

G. Taxes. Nothing herein shall limit the Grantee's obligation to pay applicable local, state or federal sale, property, ad valorem or other taxes.

4.2 Rates and Charges.

A. Nothing in this franchise agreement shall be construed to prohibit the reduction or waiving of changes in conjunction with promotional campaigns for the purpose of acquiring and/or retaining subscribers.

B. Grantee shall provide the franchising authority with a minimum of thirty (30) days advance written notice of changes in subscriber rates, if the change is within the control of the Grantee, including any changes in franchise fee amount and external franchise related costs.

4.3 Customer Billing. All billing statements and charges to subscribers shall be:

1. Clear, concise and understandable;
2. Itemized as to basic cable charges, premium charges, equipment charges, whether payments for purchase or rental, deposits, and other charges.
3. Show all activity during the billing period including optional charges, rebates, and credits. Said billing period shall not exceed forty-five (45) days.

4.4 Renewal. The franchising authority and the Grantee agree that any proceeding undertaken by the franchising authority that relate to the renewal of the Grantee's franchise shall be governed by and comply with the provisions of the Cable Act, as currently constituted or as may be hereafter amended.

SECTION 5. <u>COMPLIANCE AND MONITORING</u>

5.1 Communication with Regulatory Agencies. Copies of all petitions, applications, communications and reports submitted by the Grantee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to matter affecting construction, maintenance or operation of the Grantee's cable system or service, shall be made available to the franchising authority upon reasonable request. Copies of responses or any other communications from the regulatory agencies to the Grantee shall also be made available to the franchising authority.

5.2 Technical Standards. The Grantee shall be responsible for insuring that the cable system is designed, installed and operated in a manner that fully complies with FCC rules and regulations in Subpart K of Part 76 of Chapter 1 of Title 47 of the Code of Federal Regulations as now constituted or as may be amended. As provided in these rules and regulations, the franchising authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with such rules and regulations, but has no authority to enforce compliance with such standards.

SECTION 6. <u>BONDS AND OTHER SURETY</u>.

6.1 For the reason of the Grantee's past performance and investment, no performance bond or other surety is required under the terms hereof. If the franchising authority determines, in is discretion, that a bond or a surety will be required of the Grantee during the term hereof, the franchising authority agrees to give the Grantee ninety (90) days written notice stating the reason for the requirement and amount of the bond or surety. The Grantee agrees to post said bond or surety, as required by the franchising authority within said ninety (90) day period. The Grantee shall be required to provide standard performance bonds and insurance requirements for encroachment and/or right-of-way work permits.

SECTION 7. <u>TERMINATION AND TECHNICAL VIOLATIONS</u>

7.1 Default, Notice and Termination.

A. If the Grantee willfully violates or fails to comply with any of the material provisions of this franchise agreement, the franchising authority shall give written notice to the Grantee of the alleged non-compliance of its franchise. The Grantee shall have thirty (30) days from the date of notice of non-compliance to cure such alleged default or, if such default cannot be cured within thirty (30) days, to present to the City a plan of action whereby such default can be promptly cured. The Grantee shall be entitled to attend the hearing, respond to questions and explain why termination would be justified.

B. If such default continues beyond the applicable dates agreed to for such cure, the franchising authority shall give the Grantee written notice that all rights conferred under this franchise agreement may be revoked or terminated by the Council after a public hearing. The

Grantee shall be entitled to not less than thirty (30) days prior notice of the date, time and place of the public hearing.

7.2 Technical Violations. The parties agree that it is not the franchising authority's intention to subject the Grantee to penalties or termination for technical violations of this agreement. Technical violations shall include, but are not limited to the following: (a) instances where a violation or a breach by the Grantee of this agreement was a good faith effort that resulted in no or minimal negative impact on subscribers or (b) where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation of this agreement or which were deemed to have prevented the Grantee from strictly complying with the terms of this agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

8.1 Actions of Parties. In any action by the franchising authority of the Grantee that is mandated or permitted under the terms hereof, such party shall act in good faith in a reasonable and timely manner. Furthermore, in any instance where approval or consent is required under the term hereof, such approval or consent shall not be unreasonably withheld.

8.2 Equal Protection. In the event the franchising authority grants another franchise to any person or entity for the purpose of constructing or operating a cable system within the service area, such additional franchise shall not present materially better terms or lesser obligations for the new franchisee over the terms of the franchise. Nevertheless, if such does take place, the franchising authority will immediately modify this franchise so that it is in conformity with the language of the new franchise.

8.3 Notices. Notice required hereunder shall be in writing and shall be deemed to have been duly given to the required party upon actual receipt. Acceptable methods of delivery include hand delivery, certified or registered mail and overnight express mail. Notice required hereunder shall be addressed as follows:

City of Twin Falls
Attn: City Clerk
P.O. Box 1907
Twin Falls, ID 83301

Project Mutual Telephone Cooperative Association, Inc.
Attn: President
507 G Street
P.O. Box 366
Rupert, Idaho 83350

With copy to:
Robert M. Nielsen
Attorney at Law
548 E Street
P.O. Box 706
Rupert, ID 83350

8.4 Descriptive Headings. The captions and heading to sections herein contained are intended solely to facilitate the reading of this agreement. Such captions and headings shall not affect the meaning or interpretation of the text herein.

8.5 Severability. If any section, sentence, term or provision hereof is determined to be illegal, invalid or unconstitutional, by and court of competent jurisdiction or appropriate regulatory agency having jurisdiction, such determination shall have no effect on the validity of any other section, sentence, term or provision hereof, all of which shall remain in full force and effect.

8.6 Ownership of Equipment. PMT shall, at its sole cost and expense, construct, install, maintain and operate all necessary and proper appliances, fixtures and equipment, hereinafter referred to as "Facilities" to deliver said cable services to its members and customers. The facilities to be provided by PMT pursuant to this Agreement are and shall remain at all times the sole property of PMT.

8.7 Legal Status. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between PMT and City. Neither party shall have the right, power or authority to act for the other in any manner.

8.9 Effective Date. The effective date of this franchise agreement will commence on September 26, 2005 and shall expire on September 26, 2020 unless extended by the mutual consent of the parties.

Approved by the Mayor and the City Council of the City of Twin Falls, Idaho on Sept 26, 2005.

FRANCHISING AUTHORITY
CITY OF TWIN FALLS

Glenda Dwight

Glenda Dwight, Mayor

ATTEST Jody Hall
Deputy, City Clerk

PROJECT MUTUAL TELEPHONE
COOPERATIVE ASSOCIATION, INC.

ATTEST

STATE OF IDAHO)
: ss
County of Minidoka)

On this 5 day of October, 2005, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Charles H. Creason, Jr. and John A. Ney, known to me to be the President and Secretary, respectively, of PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC., an Idaho Corporation, whose names are subscribed to the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

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

(SEAL) DIANNE SCHOW NOTARY PUBLIC STATE OF IDAHO

Dianne Schow
Notary Public for the State of Idaho
Residing at Rupert
My commission expires: 6-18-2009

Date:	Monday, October 11, 2021
To:	Honorable Mayor and City Council
From:	Jonathan Spendlove

ACTION ITEM

Request:

Request to adopt Ordinance #O-2021-017 amending the City's Comprehensive Plan to include the Capital Improvement Plan; Repealing City Code Title 10 Chapter 18: Impact Fees and Recodifying as Title 11.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On August 10, 2021, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Comprehensive Plan Map Amendment to include the Capital Improvement Plan, amend Title 10-18, and create Title 11.

On September 13, 2021, the City Council heard, deliberated, and approved the Comprehensive Plan Map Amendment to include the Capital Improvement Plan, amend Title 10-18, and create Title 11.

Approval Process:

In order to enact this ordinance today, Council would need to suspend the rules and place it on third and final reading by motion, and "half + 1" consent.

Budget Impact:

Regulatory Impact:

The passing of this ordinance will modify the Comprehensive Plan and City Code by separating the Impact Fee into it's own chapter, Title 11.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the amendment to the City's Comprehensive Plan and to modify City Code.

Attachments:

1. O-2021-017 Impact Fee and Comp_Plan_Amend draft 10-5-21 - FINAL

ORDINANCE NO. O-2021-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE CITY'S COMPREHENSIVE PLAN TO INCLUDE THE CAPITAL IMPROVEMENT PLAN; REPEALING CITY CODE TITLE 10 CHAPTER 18: IMPACT FEES AND RECODIFYING AS TITLE 11; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION BY SUMMARY.

WHEREAS, the City of Twin Falls applied for an amendment to the Comprehensive Plan adding the Twin Falls Impact Fee Study and Capital Improvements Plan ("Capital Improvements Plan") as shown in "Appendix A."

WHEREAS, this amendment allows for the collection and expending of police, fire, parks, and streets development impact fees for system improvements as identified in the Capital Improvements Plan; and,

WHEREAS, the City of Twin Falls applied for a Zoning Title Amendment to repeal City Code Title 10 Chapter 18: Impact Fees, in order to recodify the Impact Fees in its own Title; and,

WHEREAS, the City of Twin Falls applied to amend Title 10 Chapter 12 Section 3-11: Parks and Stormwater Retention/Detention to update the process relative to Impact Fee changes; and

WHEREAS, the City Planning and Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 10th day of August 2021, on these matters; and,

WHEREAS, the City Planning and Zoning Commission has made recommendations to the City Council for the City of Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing to consider the same matters on the 13th day of September 2021.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

SECTION 1. That the proposed Comprehensive Plan Amendment adding the Twin Falls Impact Fee Study and Capital Improvements Plan ("Capital Improvements Plan") as outlined in "**Appendix A**," attached hereto and incorporated herein by reference is approved. Future fees are to be set by an adopted resolution by City Council as outlined in the Master City-Wide Fee Schedule.

SECTION 2. That Title 10 Chapter 18: Impact Fees, of Twin Falls City Code is repealed and replaced by Twin Falls City Code Title 11 as outlined in "**Appendix B**" attached hereto and incorporated herein by reference.

SECTION 3. That Title 10 Chapter 12 Section 3-11: Parks and Stormwater Retention/Detention, of Twin Falls City Code is amended as outlined in **"Appendix C"** attached hereto and incorporated herein by reference.

SECTION 4. That Ordinance No. 2021-017 shall be in full force and effect immediately following its passage, approval and publication, as provided by law.

SECTION 5. That Ordinance No. 2021-017 may be published by summary as outlined in **"Appendix D,"** attached hereto and incorporated herein by reference.

PASSED BY THE CITY COUNCIL October 11, 2021

SIGNED BY THE MAYOR October __, 2021

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Suzanne Hawkins, Mayor

ATTEST:

____

Deputy City Clerk

PUBLISH: Thursday, October __, 2021

Appendix A

FINAL REPORT

September 2021

City of Twin Falls, Idaho Impact Fee Study and Capital Improvement Plans

Prepared for

City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

Prepared By

Galena Consulting
Anne Wescott
1214 South Johnson Street
Boise, Idaho 83705

Section I.
Introduction

This report regarding impact fees for the City of Twin Falls, Idaho is organized into the following sections:

- An overview of the report's background and objectives;
- A definition of impact fees and a discussion of their appropriate use;
- An overview of land use and demographics;
- A step-by-step calculation of impact fees under the Capital Improvement Plan (CIP) approach;
- A list of implementation recommendations; and
- A brief summary of conclusions. Each section follows sequentially.

Background and Objectives

The City of Twin Falls, Idaho (City) hired Galena Consulting to calculate impact fees for the City's Police, Fire, Parks and Streets Departments.

This document presents impact fees based on the City's demographic data and infrastructure costs before credit adjustment; calculates the City's monetary participation; examines the likely cash flow produced by the recommended fee amount; and outlines specific fee implementation recommendations. Credits can be granted on a case-by-case basis; these credits are assessed when each individual building permit is pulled.

Definition of Impact Fees

Impact fees are one-time assessments established by local governments to assist with the provision of Capital Improvements necessitated by new growth and development. Impact fees are governed by principles established in Title 67, Chapter 82, Idaho Code, known as the Idaho Development Impact Fee Act (Impact Fee Act) which specifically gives cities, towns and counties the authority to levy impact fees. The Idaho Code defines an impact fee as "… a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development."[1]

Purpose of impact fees. The Impact Fee Act includes the legislative finding that "… an equitable program for planning and financing public facilities needed to serve new growth and development is necessary in order to promote and accommodate orderly growth and development and to protect the public health, safety and general welfare of the citizens of the state of Idaho."[2]

Idaho fee restrictions and requirements. The Impact Fee Act places numerous restrictions on the calculation and use of impact fees, all of which help ensure that local governments adopt impact fees that are consistent with federal law.[3] Some of those restrictions include:

- Impact fees shall not be used for any purpose other than to defray system improvement costs incurred to provide additional public facilities to serve new growth;[4]

- Impact fees must be expended within 8 years from the date they are collected. Fees may be held in certain circumstances beyond the 8-year time limit if the governmental entity can provide reasonable cause;[5]

- Impact fees must not exceed the proportionate share of the cost of capital improvements needed to serve new growth and development;[6]

- Impact fees must be maintained in one or more interest-bearing accounts within the capital projects fund.[7]

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1 *See* Section 67-8203(9), Idaho Code. "System improvements" are capital improvements (i.e., improvements with a useful life of 10 years or more) that, in addition to a long life, increase the service capacity of a public facility. Public facilities include: parks, open space and recreation areas, and related capital improvements; and public safety facilities, including law enforcement, fire, emergency medical and rescue facilities. *See* Sections 67-8203(3), (24) and (28), Idaho Code.

2 *See* Section 67-8202, Idaho Code.

3 As explained further in this study, proportionality is the foundation of a defensible impact fee. To meet substantive due process requirements, an impact fee must provide a rational relationship (or nexus) between the impact fee assessed against new development and the actual need for additional capital improvements. An impact fee must substantially advance legitimate local government interests. This relationship must be of "rough proportionality." Adequate consideration of the factors outlined in Section 67-8207(2) ensure that rough proportionality is reached. *See Banbury Development Corp. v. South Jordan*, 631 P.2d 899 (1981); *Dollan v. City of Tigard*, 512 U.S. 374 (1994).

4 *See* Sections 67-8202(4) and 67-8203(29), Idaho Code.

5 *See* Section 67-8210(4), Idaho Code.

6 *See* Sections 67-8204(1) and 67-8207, Idaho Code.

7 *See* Section 67-8210(1), Idaho Code.

In addition, the Impact Fee Act requires the following:

- Establishment of and consultation with a development impact fee advisory committee (Advisory Committee);[8]
- Identification of all existing public facilities;
- Determination of a standardized measure (or service unit) of consumption of public facilities;
- Identification of the current level of service that existing public facilities provide;
- Identification of the deficiencies in the existing public facilities;
- Forecast of residential and nonresidential growth;[9]
- Identification of the growth-related portion of the Police, Fire, Parks and Streets Capital Improvement Plans;[10]
- Analysis of cash flow stemming from impact fees and other capital improvement funding sources;[11]
- Implementation of recommendations such as impact fee credits, how impact fee revenues should be accounted for, and how the impact fees should be updated over time;[12]
- Preparation and adoption of a Capital Improvement Plan pursuant to state law and public hearings regarding the same;[13] and
- Preparation and adoption of a resolution authorizing impact fees pursuant to state law and public hearings regarding the same.[14]

How should fees be calculated? State law requires the City to implement the Capital Improvement Plan methodology to calculate impact fees. The City can implement fees of any amount not to exceed the fees as calculated by the CIP approach. This methodology requires the City to describe its service areas, forecast the land uses, densities and population that are expected to occur in those service areas over the 10-year CIP time horizon, and identify the capital improvements that will be needed to serve the forecasted growth at the planned levels of service, assuming the planned levels of service do not exceed the current levels of service.

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[8] *See* Section 67-8205, Idaho Code.

[9] *See* Section 67-8206(2), Idaho Code.

[10] *See* Section 67-8208, Idaho Code.

[11] *See* Section 67-8207, Idaho Code.

[12] *See* Sections 67-8209 and 67-8210, Idaho Code.

[13] *See* Section 67-8208, Idaho Code.

[14] *See* Sections 67-8204 and 67-8206, Idaho Code.

Only those items identified as growth-related on the CIP are eligible to be funded by impact fees.[15] This list and cost of capital improvements constitutes the capital improvement element to be adopted as part of the City's individual Comprehensive Plan.[16]

The City intending to adopt an impact fee must first prepare a capital improvements plan.[17] To ensure that impact fees are adopted and spent for capital improvements in support of the community's needs and planning goals, the Impact Fee Act establishes a link between the authority to charge impact fees and certain planning requirements of Idaho's Local Land Use Planning Act (LLUPA). The local government must have adopted a comprehensive plan per LLUPA procedures, and that comprehensive plan must be updated to include a current capital improvement element.[18] This study considers the planned capital improvements for the ten-year period from 2021 to the end of 2030 that will need to be adopted as an element the City's Comprehensive Plan.

Once the essential capital planning has taken place, impact fees can be calculated. The Impact Fee Act places many restrictions on the way impact fees are calculated and spent, particularly via the principal that local governments cannot charge new development more than a "proportionate share" of the cost of public facilities to serve that new growth. "Proportionate share" is defined as ". . . that portion of the cost of system improvements . . . which reasonably relates to the service demands and needs of the project."[19] Practically, this concept requires the City to carefully project future growth and estimate capital improvement costs so that it prepares reasonable and defensible impact fee schedules.

The proportionate share concept is designed to ensure that impact fees are calculated by measuring the needs created for capital improvements by development being charged the impact fee; do not exceed the cost of such improvements; and are "earmarked" to fund growth-related capital improvements to benefit those that pay the impact fees.

There are various approaches to calculating impact fees and to crediting new development for past and future contributions made toward system improvements. The Impact Fee Act does not specify a single type of fee calculation, but it does specify that the formula be "reasonable and fair." Impact fees should take into account the following:

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15 As a comparison and benchmark for the impact fees calculated under the Capital Improvement Plan approach, Galena Consulting also calculated the City's current level of service by quantifying the City's current investment in capital improvements for each impact fee category, allocating a portion of these assets to residential and nonresidential development, and dividing the resulting amount by current housing units (residential fees) or current square footage (nonresidential fees). By using current assets to denote the current service standard, this methodology guards against using fees to correct existing deficiencies.

16 *See* Sections 67-8203(4) and 67-8208, Idaho Code.

17 *See* Section 67-8208, Idaho Code.

18 *See* Sections 67-8203(4) and 67-8208, Idaho Code.

19 *See* Section 67-8203(23), Idaho Code.

- Any appropriate credit, offset or contribution of money, dedication of land, or construction of system improvements;

- Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;

- That portion of general tax and other revenues allocated by the City to growth-related system improvements; and

- All other available sources of funding such system improvements.[20]

Through data analysis and interviews with the City and Galena Consulting identified the share of each capital improvement needed to serve growth. The total projected capital improvements needed to serve growth are then allocated to residential and nonresidential development with the resulting amounts divided by the appropriate growth projections from 2021 to 2031. This is consistent with the Impact Fee Act.[21] Among the advantages of the CIP approach is its establishment of a spending plan to give developers and new residents more certainty about the use of the particular impact fee revenues.

Other fee calculation considerations. The basic CIP methodology used in the fee calculations is presented above. However, implementing this methodology requires a number of decisions. The considerations accounted for in the fee calculations include the following:

- Allocation of costs is made using a service unit which is "a standard measure of consumption, use, generation or discharge attributable to an individual unit[22] of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvement."[23] The service units chosen by the study team for every fee calculation in this study are linked directly to residential dwelling units and nonresidential development square feet.[24]

- A second consideration involves refinement of cost allocations to different land uses. According to Idaho Code, the CIP must include a "conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial."[25] In this analysis, the study team has chosen to use the highest level of detail supportable by available data and, as a result, in this study, every impact fee is allocated between aggregated residential (i.e., all forms of residential housing) and nonresidential development (all nonresidential uses including retail, office, agricultural and industrial).

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[20] *See* Section 67-8207, Idaho Code.

[21] The impact fee that can be charged to each service unit (in this study, residential dwelling units and nonresidential square feet) cannot exceed the amount determined by dividing the cost of capital improvements attributable to new development (in order to provide an adopted service level) by the total number of service units attributable to new development. *See* Sections 67-8204(16), 67-8208(1(f) and 67-8208(1)(g), Idaho Code.

[22] *See* Section 67-8203(27), Idaho Code.

[23] *See* Section 67-8203(27), Idaho Code.

[24] The construction of detached garages alongside residential units does not typically trigger the payment of additional impact fees unless that structure will be the site of a home-based business with significant outside employment.

[25] *See* Section 67-8208(1)(e), Idaho Code.

Current Assets and Capital Improvement Plans

The CIP approach estimates future capital improvement investments required to serve growth over a fixed period of time. The Impact Fee Act calls for the CIP to ". . . project demand for system improvements required by new service units . . . over a reasonable period of time not to exceed 20 years."[26] The impact fee study team recommends a 10-year time period based on the City's best available capital planning data.

The types of costs eligible for inclusion in this calculation include any land purchases, construction of new facilities and expansion of existing facilities to serve growth over the next 10 years at planned and/or adopted service levels.[27] Equipment and vehicles with a useful life of 10 years or more are also impact fee eligible under the Impact Fee Act.[28] The total cost of improvements over the 10 years is referred to as the "CIP Value" throughout this report. The cost of this impact fee study is also impact fee eligible for all impact fee categories. Each fee category was charged its pro-rated percentage of the cost of the impact fee study.

The forward-looking 10-year CIPs for Twin Falls' Police, Fire, Parks and Streets Departments each include some facilities that are only partially necessitated by growth (e.g., facility expansion). The study team met with the City to determine a defensible metric for including a portion of these facilities in the impact fee calculations. A general methodology used to determine this metric is discussed below. In some cases, a more specific metric was used to identify the growth-related portion of such improvements. In these cases, notations were made in the applicable section.

Fee Calculation

In accordance with the CIP approach described above, we calculated fees for each department by answering the following seven questions:

1. **Who is currently served by the City?** This includes the number of residents as well as residential and nonresidential land uses.

2. **What is the current level of service provided by the City?** Since an important purpose of impact fees is to help the City *achieve* its planned level of service[29], it is necessary to know the levels of service it is currently providing to the community.

3. **What current assets allow the City to provide this level of service?** This provides a current inventory of assets used by the City, such as facilities, land and equipment. In addition, each asset's replacement value was calculated and summed to determine the total value of the Police, Fire, Parks and Streets current assets.

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26 *See* Section 67-8208(1)(h).

27 This assumes the planned levels of service do not exceed the current levels of service.

28 The Impact Fee Act allows a broad range of improvements to be considered as "capital" improvements, so long as the improvements have useful life of at least 10 years and also increase the service capacity of public facilities. *See* Sections 67- 8203(28) and 50-1703, Idaho Code.

29 This assumes that the planned level of service does not exceed the current level of service.

4. **What is the current investment per residential and nonresidential land use?** In other words, how much of each service provider's current assets' total value is needed to serve current residential households and nonresidential square feet?

5. **What future growth is expected in the City?** How many new residential households and nonresidential square footage will the City serve over the CIP period?

6. **What new infrastructure is required to serve future growth?** For example, how many new engines will be needed by the City of Twin Falls Fire Department within the next ten years to achieve the planned level of service of the City?[30]

7. **What impact fee is required to pay for the new infrastructure?** We calculated an apportionment of new infrastructure costs to future residential and nonresidential land- uses for the City. Then, using this distribution, the impact fees were determined.

Addressing these seven questions, in order, provides the most effective and logical way to calculate impact fees for the City**.** In addition, these seven steps satisfy and follow the regulations set forth earlier in this section.

Growth Relation

In Twin Falls, as in any local government, not all capital costs are associated with growth. Some capital costs are for repair and replacement of facilities e.g., standard periodic investment in existing facilities such as roofing. These costs *are not* impact fee eligible. Some capital costs are for betterment of facilities, or implementation of new services (e.g., development of an expanded training facility). These costs *are generally not entirely* impact fee eligible. Some costs are for expansion of facilities to accommodate new development at the current level of service (e.g., purchase of new fire station to accommodate expanding population). These costs *are* impact fee eligible.

Because there are different reasons why the City invests in capital projects, the study team categorized all projects listed in each CIP:

- **Growth.** To determine if a project is solely related to growth, we asked "Is this project designed to maintain the current level of service as growth occurs?" and "Would the City still need this capital project if it weren't growing at all?" Growth projects are only necessary to maintain the City's current level of service as growth occurs. It is thus appropriate to include 100 percent of their cost in the impact fee calculations.

- **Repair & Replacement.** We asked "Is this project related only to fixing existing infrastructure?" and "Would the City still need it if it weren't growing at all?" Repair and Replacement projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

[30] This assumes the planned level of service does not exceed the current level of service.

- **Upgrade.** We asked, "Would this project improve the City's current level of service?" and "Would the City still do it even if it weren't growing at all?" Upgrade projects have nothing to do with growth. It is thus not appropriate to include any of their cost in the impact fee calculations.

- **Mixed.** Mixed projects by their very definition are partially necessitated by growth, but also include an element of repair, replacement and/or upgrade. In this instance, a cost amount between 0 and 100 percent should be included in the fee calculations. Although the need for these projects is triggered by new development, they will also benefit existing residents.

Projects that are 100 percent growth-related were determined by our study to be necessitated solely by growth. Alternatively, some projects can be determined to be "mixed," with some aspects of growth and others aspects of repair and replacement. In these situations, only a portion of the total cost of each project is included in the final impact fee calculation.

It should be understood that growth is expected to pay only the portion of the cost of capital improvements that are growth-related. The City will need to plan to fund the pro rata share of these partially growth-related capital improvements with revenue sources other than impact fees within the time frame that impact fees must be spent. These values will be calculated and discussed in Section VII of this report.

Exhibits found in Sections III through VI of this report detail all capital improvements planned for purchase over the next ten years by the City.

Section II.
Land Uses

As noted in Section I, it is necessary to allocate capital improvement plan (CIP) costs to both residential and nonresidential development when calculating impact fees. The study team performed this allocation based on the number of projected new households and nonresidential square footage projected to be added from 2021 through 2031 for the City. These projections were based on current growth estimates from the U.S. Census and the American Community Survey; the 2016 Twin Falls Comprehensive Plan; building permit history; and recommendations from City Staff.

The study team also gathered growth projections for the boundaries of the City combined with the boundaries of the Twin Falls Rural Fire District based on parcel data by tax code from the Twin Falls County Assessor's Office. This data and its purpose will be explained further in Section IV regarding fire impact fees.

Demographic and land-use projections are some of the most variable and potentially debatable components of an impact fee study, and in all likelihood the projections used in our study will not prove to be 100 percent correct. The purpose of the Advisory Committee's annual review is to account for these inconsistencies. As each CIP is tied to the City's land use growth, the CIP and resulting fees can be revised based on actual growth as it occurs.

The following Exhibit II-1 presents the current and future population for the City.

Exhibit II-1.
Population, Twin Falls, Idaho

	2021	2031	Net Increase	Percentage Increase
City Population	52,152	62,583	10,430	20%

Twin Falls currently has approximately 52,152 persons residing within the existing City limits. Over the next ten years, we expect the City to grow by approximately 10,430 persons, or by 20 percent.

The following Exhibit II-2 presents the current and future number of residential units and nonresidential square feet for the City. We expect the City to have 23,886 residential households and 11.2 million nonresidential square feet by 2031 based on existing growth rates.

Exhibit II-2.
Current and Future Land Uses, Twin Falls, Idaho

	2021	2031	Net Growth	Net Growth in Square Feet [1]	Percent of Total Growth in SF
Population	52,152	62,583	10,430		
Residential (in units)	19,905	23,886	3,981	**6,887,266**	**76%**
Single-Family	*16,920*	*19,826*	*2,906*	*5,812,375*	*64%*
Multi-Family	*2,986*	*4,061*	*1,075*	*1,074,891*	*12%*
Nonresidential (in square feet)	8,960,000	11,157,218	2,197,218	**2,197,218**	**24%**
Retail	*2,240,000*	*2,789,305*	549,305	549,305	*6%*
Office	*1,792,000*	*2,231,444*	439,444	439,444	*5%*
Industrial	*3,763,200*	*4,686,032*	922,832	922,832	*10%*
Institutional	*1,164,800*	*1,450,438*	285,638	285,638	*3%*
			Total Square Footage Growth =	**9,084,484**	100%

As shown above, Twin Falls is expected to grow by approximately 3,981 residential units and 2,197,218 nonresidential square feet over the next ten years. Seventy-six percent of this growth is attributable to residential land uses, while the remaining twenty-four percent is attributable to nonresidential growth. These growth projections will be used in the following sections to calculate the appropriate impact fees for the City.

Section III.
Police Department

In this section, we calculate impact fees for the City of Twin Falls Police Department following the seven-question method outlined in Section I of this report.

1. **Who is currently served by the City of Twin Falls Police Department?**

As shown in Exhibit II-2, the Police Department currently serves 19,905 residential units and approximately 8.96 million square feet of nonresidential land use found within Twin Falls.

2. **What is the current level of service provided by the Police Department?**

The Twin Falls Police Department currently provides a level of service of 1.48 sworn officers per 1,000 Twin Falls residents. This was calculated by dividing 77 current officers by the current population of 52,152/1,000. As the City grows, additional infrastructure and equipment will be needed to achieve the Department's planned level of service.

3. **What current assets allow the Twin Falls Police Department to provide this level of service?**

The following Exhibit III-1 displays the current assets of the Twin Falls Police Department.

Exhibit III-1.
Current Assets – Twin Falls Police Department

Type of Capital Infrastructure	Square Feet		Replacement Value
Facilities			
Main Admin	11,598	$	2,319,600
Operations	15,628	$	3,125,600
Gun Range - 2 acres		$	1,500,000
Storage at Airport	3,800	$	380,000
Evidence Storage	2,900	$	435,000
Communications Center - Police share	1,998	$	299,700
Vehicles			
SWAT Vehicle		$	105,000
Bomb Trailer		$	400,000
Traffic Trailer		$	12,000
Radar Trailer		$	20,000
Radar Equipment		$	25,000
Equipment			
2 Robots		$	600,000
Weaponry- sidearms		$	46,200
Weaponry - rifles		$	25,000
Weaponry - Shotguns		$	1,500
Radios		$	202,745
Dispatch - 2 communications towers		$	1,116,000
Dispatch - 6 phone console stations		$	556,620
Servers		$	139,247
	24,326	**$**	**8,989,612**
Plus Impact Fee Study		$	8,000
Plus Impact Fee Fund Balance		$	(44,698)
TOTAL CURRENT INVESTMENT		**$**	**8,952,914**

As shown above, the Police Department currently owns approximately $9 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot for the Twin Falls Police Department?**

The City has already invested $362 per residential unit and $0.17 per nonresidential square foot in order to provide the current level of service. This figure is derived by allocating the value of the Police Department's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future residents will be paying for infrastructure at a level commensurate with what existing residents have invested in infrastructure.

5. **What future growth is expected in Twin Falls?**

As shown in Exhibit II-2, the City of Twin Falls is expected to grow by 10,430 people, 3,981 residential units and 2.2 million square feet of nonresidential land use over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit III-2 displays the capital improvements needed to support growth by the Twin Falls Police Department over the next ten years.

Exhibit III-2.
Twin Falls Police Department CIP 2021-2030

Type of Capital Infrastructure	Square Feet	CIP Value	Growth Portion	Amount to Include in Fees	Amount from Other Sources
Facilities					
Remodel Fire Station #1 for Police growth needs	13,400	$ 2,100,000	50%	$ 1,050,000	$ 1,050,000
Vehicles					
Replace SWAT vehicle		$ 105,000	0%	$ -	$ 105,000
Additional Radar Trailer		$ 20,000	100%	$ 20,000	$ -
Additional Patrol Vehicles for Growth		$ 325,000	0%	$ -	$ 325,000
Replace patrol vehicles		$ 2,340,000	0%	$ -	$ 2,340,000
Equipment					
Replacement of weaponry		$ 71,200	0%	$ -	$ 71,200
Replacement of radios		$ 262,500	0%	$ -	$ 262,500
Weaponry for additional officers- sidearms		$ 4,800	100%	$ 4,800	$ -
Weaponry for additional officers - rifles		$ 3,000	100%	$ 3,000	$ -
Weaponry for additional officers - shotguns		$ 300	100%	$ 300	$ -
Radios - one for officer and 1 for every 10 vehicles		$ 13,500	100%	$ 13,500	$ -
	SUBTOTAL	**$ 5,245,300**		**$ 1,091,600**	**$ 4,153,700**
Plus Cost of Capital-Related Research					
Impact Fee Study		$ 8,000	100%	$ 8,000	$ -
Minus Current Impact Fee Fund Balance		$ (44,698)		$ (44,698)	$ -
	TOTAL	**$ 5,297,998**		**$ 1,144,298**	**$ 4,153,700**

If the Twin Falls Police Department were to continue the current level of service through 2031, an additional 15 officers would need to be hired. As the City has determined that it will not likely have sufficient General Fund revenues to fund these 15 positions, a more conservative assumption of 8 officers has been identified.

As shown above, the total cost of the Twin Falls Police Department's Capital Improvement Plan from 2021-2030 is approximately $5.2 million. $1.1 million of this amount is directly related to supporting the 8 new officer positions and related support staff need to continue the current level of service of 1.48 officers per 1,000 residents. This includes office space, parking, and ancillary equipment. The cost of impact fee-related research is impact-fee eligible according to statute and is added to the total cost of the growth-related CIP. The current balance in the existing Police Impact Fee Fund is a negative amount and must be repaid to the General Fund.

The remaining $4.2 million in the CIP is the price for the Police Department to replace existing vehicles and equipment, and purchase patrol vehicles for additional growth-related officers. Patrol vehicles do not last 10 years in the Twin Falls Police Department and therefore are not impact-fee eligible. The Police Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67-8207(I)(iv)(2)(h).

7. What impact fee is required to pay for the new capital improvements?

The following Exhibit III-3 takes the projected future growth from Exhibits II-2 and the growth-related CIP from Exhibit III-2 to calculate impact fees for the Twin Falls Police Department.

Exhibit III-3.
Twin Falls Police Department FeeCalculation

Impact Fee Calculation	
Amount to Include in Fee Calculation	$1,144,298
Distribution of Future Land Use Growth	
Residential	76%
Nonresidential	20%
Future Assets by Land Use	
Residential	$ 867,532
Nonresidential	$ 228,860
Future Land Use Growth	
Residential (total dwelling units)	3,981
Nonresidential (total square feet)	2,197,218
Impact Fee per Unit	
Residential (per dwelling unit)	$ 218
Nonresidential (per square foot)	$ 0.10

As shown above, we have calculated impact fees for the Twin Falls Police Department at $218 per residential unit and $0.10 per nonresidential square foot. Fees not to exceed these amounts are recommended for the Department. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

Section IV.
Fire Department/Rural Fire District

The Twin Falls Fire Department not only provides services within the City's boundaries, it also provides its services on contract to the Twin Falls Rural Fire District. The Department and the District utilize the same capital infrastructure for response and a decision has been made by the City of Twin Falls and the Twin Falls Rural Fire District Commission to analyze the assessment of impact fees to new development within the District at the same rate as that which is assessed to new development in the City so that growth in the City is not subsidizing costs created by growth in the District.

The Legislature gave taxing districts the authority to collect impact fees in an amendment to State Statute several years ago. Because Districts do not issue building permits, however, they were given the authority to have the City or County collect on their behalf. In the case of the Twin Falls Fire District, development permits are issued by Twin Falls County.

Therefore, this section refers to the projected growth and capital needs for the combined Twin Falls Fire Department/Twin Falls Rural Fire District following the seven-question method outlined in Section I of this report.

1. **Who is currently served by the Twin Falls Fire Department/Twin Falls Rural Fire District?**

As shown below, the Twin Falls Fire Department and Twin Falls Rural Fire District currently serve 55,875 people; 21,326 residential units and approximately 9.3 million square feet of nonresidential land use within their combined boundaries.

Exhibit IV-1.
Current and Future Land Uses – Twin Falls Fire Department/Twin Falls Rural Fire District

	2021	2031	Net Growth	Net Growth in Square Feet	Percent of Growth in Square Feet
Population	55,875	67,050	11,175		
Residential (in dwelling units)	21,326	25,592	4,265	**8,530,557**	**67%**
Nonresidential (in square feet)	9,260,000	13,388,662	4,128,662	**4,128,662**	**33%**
		Total Square Footage Growth =		**12,659,219**	100%

2. **What is the current level of service provided by the Twin Falls Fire Department/Twin Falls Rural Fire District?**

Twin Falls' Fire Department provides a level of service of a 90 percent fractile response time of 6 minutes to its residents and the residents of the Twin Falls Rural Fire District. As the City and unincorporated area grows, additional infrastructure and equipment will be needed to sustain the Department's current level of service.

3. **What current assets allow the Twin Falls Fire Department/Twin Falls Rural Fire District to provide this level of service?**

The following Exhibit IV-2 displays the current assets of the Twin Falls Fire Department/Twin Falls Rural Fire District.

Exhibit IV-2.
Current Assets – Twin Falls Fire Department/Twin Falls Rural Fire District

Type of Capital Infrastructure	Square Feet		Replacement Value
Facilities			
Fire Command Station #1	13,400	$	10,720,000
Fire Substation #2	3,500	$	2,800,000
Fire Substation #3	3,132	$	2,505,600
Fire Station #4 (ARFF)	2,959	$	2,367,200
Land for Station #2 -2 acres		$	150,000
Land for Station #5 - 2.29 acres		$	165,163
Communications Center - Fire share	222	$	32,412
Apparatus/Vehicles			
5 Engines		$	3,000,000
1 Rescue Truck		$	175,000
1 Ladder Truck		$	1,500,000
4 Brush Trucks		$	720,000
2 Tenders		$	580,000
Staff/Command Vehicles		$	140,000
1 Aid Car		$	200,000
Equipment			
SCBAs		$	312,000
HazMat Trailer		$	12,000
Public Education Trailer		$	12,000
Mako breathing air module		$	32,000
Trench Rescue Kit		$	17,170
Trench Rescue Trailer		$	8,000
	23,213	**$**	**25,448,545**
Plus Impact Fee Study		$	8,000
Plus Impact Fee Fund Balance		$	2,955,212
TOTAL CURRENT INVESTMENT		**$**	**28,411,757**

As shown above, the Twin Falls Fire Department/Twin Falls Rural Fire District currently owns approximately $28.4 million of eligible current assets. These assets are used to provide the current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

The Twin Falls Fire Department/Twin Falls Rural Fire District has already invested $1,095 per residential unit and $0.55 per nonresidential square foot. This figure is derived by allocating the value of the Fire Department and District's current assets between the current number of residential units and nonresidential square feet.

We will compare our final impact fee calculations with these figures to determine if the two results will be similar; this represents a "check" to see if future residents will be paying for infrastructure at a level commensurate with what existing residents have invested in infrastructure.

5. **What future growth is expected in the Twin Falls Fire Department/Twin Falls Rural Fire District?**

As shown in Exhibit IV-1, the City of Twin Falls and Twin Falls Rural Fire District is expected to grow by approximately 4,265 residential units and 4.1 million square feet of nonresidential land use over the next ten years.

More important than the number of new development units is their location. Fire stations are sited to ensure travel times are within desired service levels. As areas outside of the core of the city grow, additional stations are added to fill the service response gaps.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit IV-3 displays the capital improvements planned for purchase by the Twin Falls Fire Department/Twin Falls Rural Fire District over the next ten years.

Exhibit IV-3.
Twin Falls Fire Department/Twin Falls Rural Fire District CIP 2021-2030

Type of Capital Infrastructure	Square Feet	CIP Value	Growth Portion	Amount to Include in Fees	Amount from Other Sources
Facilities					
Replace and Expand Fire Station #1 on new site	18,026	$ 11,419,476	0%	$ -	$ 11,419,476
Relocate Station #2 on new site for growth (have land)	10,500	$ 7,600,000	100%	$ 7,600,000	$ -
Replace Station #3 on current site	10,500	$ 6,000,000	0%	$ -	$ 6,000,000
Apparatus/Vehicles					
Additional Engine for growth		$ 750,000	100%	$ 750,000	
Replacement of Existing Apparatus/Vehicles		$ 2,900,000	0%	$ -	$ 2,900,000
Equipment					
Additional SCBAs for growth		$ 58,500	100%	$ 58,500	$ -
	SUBTOTAL	**$ 28,727,976**		**$ 8,408,500**	**$ 20,319,476**
Plus Cost of Capital-Related Research					
Impact Fee Study		$ 8,000	100%	$ 8,000	$ -
Facility Siting Study		$ 50,000	100%	$ 50,000	$ -
Minus Current Impact Fee Fund Balance		$ (2,955,212)		$ (2,955,212)	$ -
	TOTAL	**$ 25,830,764**		**$ 5,511,288**	**$ 20,319,476**

As shown above, the Twin Falls Fire Department/Twin Falls Rural Fire District plans to purchase approximately $28.7 million in stations, apparatus and equipment over the next ten years, $8.4 million of which is impact fee eligible. The cost of impact fee-related research is impact-fee eligible according to statute and is added to the total cost of the growth-related CIP. The current balance in the existing Fire Impact Fee Fund is subtracted from the total growth-related CIP, leaving $5.5 million to be collected from impact fees over the next ten years.

These new assets will allow the Twin Falls Fire Department/Twin Falls Rural Fire District to sustain the current level of service in the future. The commencement and completion dates for the Fire Department's growth-related capital infrastructure depend on the timing and pace of the projected growth. If growth occurs at a faster pace than anticipated, an additional station and ladder truck will need to be added to the CIP.

The remaining approximately $20.3 million is the price for the non-growth portion of the new Station #1 and Station #3, as well as the cost to replace existing apparatus, vehicles and other equipment. Replacement of existing capital is not eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit IV-4 takes the projected future growth from Exhibit IV-1 and the growth-related CIP from Exhibit IV-3 to calculate impact fees for the Twin Falls Fire Department/Twin Falls Rural Fire District.

Exhibit IV-4.
Twin Falls Fire Department/Twin Falls Rural Fire District Fee Calculation

Impact Fee Calculation		
Amount to Include in Fee Calculation		$5,511,288
Distribution of Future Land Use Growth		
Residential		67%
Nonresidential		33%
Future Assets by Land Use		
Residential	$	3,713,843
Nonresidential	$	1,797,445
Future Land Use Growth		
Residential (total dwelling units)		4,265
Nonresidential (total square feet)		4,128,662
Impact Fee per Unit		
Residential (per dwelling unit)	$	871
Nonresidential (per square foot)	$	0.44

As shown above, we have calculated impact fees for the Twin Falls Fire Department at $871 per residential unit and $0.44 per nonresidential square foot. Fees not to exceed these amounts are recommended for the Department/District. The Department/District cannot assess fees greater than the amounts shown above. The Department/District may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department/District used other revenues to make up the difference.

Section V.
Parks Department

In this section, we calculate impact fees for the Twin Falls Parks Department following the seven-question method outlined in Section I of this report.

1. **Who is currently served by the Twin Falls Parks Department?**

As shown in Exhibit II-2, the Parks Department currently serves 19,905 residential units. More importantly for the Parks Department, Twin Falls currently serves 52,152 residents.

2. **What is the current level of service provided by the Twin Falls Parks Department?**

Twin Falls' Parks Department currently provides a level of service of 4.7 acres of developed parks per 1,000 population.

3. **What current assets allow the Twin Falls' Parks Department to provide this level of service?**

The following Exhibit V-1 displays the current assets of the Twin Falls' Parks Department.

Exhibit V-1.
Current Assets – Twin Falls Parks Department

Type of Capital Infrastructure		Size of Park (acres)	Replacement Value
Paths & Trails ($250,000 per acre)			
Trails and Small Open Space		15.45	$ 3,862,500
	subtotal	*15.45*	*$ 3,862,500*
Neighborhood & Pocket Parks ($250,000 per acre in land and development costs)			
Ascension		8	$ 2,000,000
Blue Lakes Rotary		4	$ 1,000,000
Cascade		4	$ 1,000,000
Clyde Thomsen		13	$ 3,250,000
Drury Park		1	$ 250,000
Fairway Estates		2	$ 500,000
Harrison		2	$ 500,000
Harry Barry		3	$ 750,000
Morning Sun		3	$ 750,000
Northern Ridge		4	$ 1,000,000
Pierce Street Tennis Court		0.5	$ 125,000
Sunrise		2	$ 500,000
Vista Bonita		8.5	$ 2,125,000
Willow Lane		0.5	$ 125,000
Benno's Point		2	$ 500,000
South Park		3	$ 750,000
Morning Sun Trail Park		0.5	$ 125,000
	subtotal	*61*	*$ 15,250,000*
Community Parks ($250,000 per acre in land and development costs)			
City Park		5.5	$ 1,375,000
Frontier Field		19	$ 4,750,000
Harmon		25	$ 6,250,000
Oregon Trail Youth Complex		20.5	$ 5,125,000
Sunway Soccer Complex		44.0	$ 11,000,000
	subtotal	*114*	*$ 28,500,000*
Large Regional Parks			
Auger Falls		681	$ 34,050,000
Dierkes Lake		197.5	$ 9,875,000
Rock Creek Canyon Parkway		46.5	$ 2,325,000
Shoshone Falls		218	$ 10,900,000
	subtotal	*1143*	*$ 57,150,000*
Special Use Park Facilities			
Twin Falls Golf Club		116	$ 934,800
Municipal Swimming Pool		0	$ 3,000,000
Sawtooth Softball Fields		0	leased
Baxter's Park		2.5	$ 250,000
Courtney Conservation Park		1	$ 100,000
Dennis Bowyer Pocket Park		0.25	$ 200,000
	subtotal	119.75	*$ 4,484,800*
Undeveloped Parks ($15,000 per acre land cost only)			
Russet/All Street		2	$ 30,000
Rock Creek Canyon Properties		27	$ 405,000
Community Garden		3	$ 45,000
Jumpsite Trail Head		1.5	$ 22,500
	subtotal	*33.5*	*$ 502,500*
Vehicles and Equipment			$ 1,241,279
			$ 110,991,079
Plus Impact Fee Study			$ 8,000
Plus Impact Fee Fund Balance			$ 885,315
TOTAL CURRENT INVESTMENT			**$ 111,884,394**

As shown above, the Twin Falls' Parks Department currently owns approximately $111.8 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

The Twin Falls Parks Department has already invested $5,621 per residential unit based on the value of the current assets divided by the number of existing residential units. Parks assets are only allocated to residential land uses since they are the primary users of Parks infrastructure.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. **What future growth is expected in the Twin Falls Parks Department?**

As shown in Exhibit II-2, the City of Twin Falls is expected to grow by approximately 10,400 residents and 3,969 residential units over the next ten years.

6. **What new infrastructure is required to serve future growth?**

The following Exhibit V-2 displays the capital improvements planned for purchase by the Twin Falls Parks Department over the next ten years.

Exhibit V-2.
Twin Falls Parks Department CIP 2021-2030

Type of Capital Infrastructure	acres	CIP Value	Growth Portion	Amount to Include in Fees	Amount from Other Sources
New Park Acreage					
Growth-Related Park Acres ($250,000 per acre land and development)	27.0	$ 6,750,000	100%	$ 6,750,000	$ -
Parks Amenities - New/Expanded					
Purchase Auger Falls Property		$ 80,000	100%	$ 80,000	$ -
Parks Improvements/Maintenance					
Sunway-1st Federal Park		$ 100,000	0%	$ -	$ 100,000
Baxter's Park - curb, gutter and sidewalk		$ 55,000	0%	$ -	$ 55,000
Auger Falls Facility Enhancement/Maintenance-$5k per year		$ 50,000	0%	$ -	$ 50,000
Clyde Thomsen Park Trail Repair/Maintenance		$ 220,000	0%	$ -	$ 220,000
Canyon Rim Trails - Rebuild Breckenridge Estates		$ 135,000	0%	$ -	$ 135,000
Canyon Rim Trail Maintenance - $30,000 per year		$ 300,000	0%	$ -	$ 300,000
Parking Lot Maintenance-$250,000 per year		$ 2,500,000	0%	$ -	$ 2,500,000
Tennis Court Maintenance		$ 53,000	0%	$ -	$ 53,000
Facility Enhancements		$ 4,000,000	0%	$ -	$ 4,000,000
Dierkes Park Improvements - Parking, ADA, Dock Access		$ 300,000	0%	$ -	$ 300,000
City Park Restroom Replacement		$ 350,000	0%	$ -	$ 350,000
Equipment and Vehicles					
Equipment and Vehicle Replacement		$ 430,500	0%	$ -	$ 430,500
	SUBTOTAL	**$ 15,323,500**		**$ 6,830,000**	**$ 8,493,500**
Plus Cost of Capital-Related Research					
Impact Fee Study		$ 8,000	100%	$ 8,000	$ -
Parks Standards and Specifications Update		$ 15,000	100%	$ 15,000	$ -
Rock Creek - Blue Lakes Master Plan		$ 50,000	100%	$ 50,000	$ -
Master Plan Updates - $15,000 per year		$ 150,000	0%	$ -	$ 150,000
Minus Current Impact Fee Fund Balance		$ (885,315)		$ (885,315)	
	TOTAL	**$ 14,661,185**		**$ 6,017,685**	**$ 8,643,500**

As shown above, the Twin Falls Parks Department plans to purchase approximately $15.3 million in capital improvements over the next ten years, $6.8 million of which is impact fee eligible. The cost of impact fee-related research is impact-fee eligible according to statute and is added to the total cost of the growth-related CIP. The current balance in the existing Parks Impact Fee Fund is subtracted from the total growth-related CIP, leaving $6 million to be collected from impact fees over the next ten years.

To continue the current level of service 47 new acres of parks would need to be developed. This number is unsustainable from a maintenance perspective, however. At the City's direction, the primary use of impact revenues will be to develop 27 acres of park facilities, and purchase the Auger Falls property. The commencement and completion dates for the Parks Department's growth-related capital infrastructure depend on the timing and pace of the projected growth.

The remaining approximately $8.6 million is the price for the Department to make facility and park upgrades and replacements. None of these capitals are eligible for inclusion in the impact fee calculations. The Department will therefore have to use other sources of revenue including all of those listed in Idaho Code 67- 8207(iv)(2)(h).

7. **What impact fee is required to pay for the new capital improvements?**

The following Exhibit V-3 takes the projected future growth from Exhibit II-2 and the growth-related CIP from Exhibit V-2 to calculate impact fees for the Twin Falls Parks Department.

Exhibit V-3. Twin Falls Parks Department Fee Calculation

Impact Fee Calculation		
Amount to Include in Fee Calculation	$	6,017,685
Distribution of Future Land Use Growth		
Residential		100%
Nonresidential		0%
Future Assets by Land Use		
Residential	$	6,017,685
Nonresidential	$	-
Future Land Use Growth		
Residential (total dwelling units)		3,981
Nonresidential		-
Impact Fee per Unit		
Residential (per dwelling unit)	$	1,512
Nonresidential (per sf)	$	-

As shown above, we have calculated impact fees for the Twin Falls Parks Department at $1,512 per residential unit. The Department cannot assess fees greater than the amounts shown above. The Department may assess fees lower than these amounts, but would then experience a decline in service levels unless the Department used other revenues to make up the difference.

We are pleased to report the fees displayed in Exhibit V-3 are significantly lower than the current investment of $5,598 identified earlier in this section. This indicates future growth is only paying its proportionate share of future infrastructure purchases.

Section VI.
Streets, Bridges and Intersections

In this section, we calculate impact fees for the Twin Falls Streets Department following the seven-question method outlined in Section I of this report.

1. **Who is currently served by the Twin Falls Streets Department?**

As shown in Exhibit II-2, the Streets Department currently serves 52,152 residents. These residents live in 16,920 single-family units averaging 2,000 square feet each, and 2,986 multifamily units averaging 1,000 square feet each. In addition, the City's streets system serves almost 9 million square feet of nonresidential land use.

Unlike police, fire, and parks fee calculations in which fees are calculated for residential units and nonresidential square feet, roadway fees are calculated for residential and nonresidential land uses based on street and facility usages generated by each land use type. Exhibit VI-1 below shows the specific allocation of existing and projected square feet for Twin Falls by land use type over the next ten years.

Exhibit VI-1.
Twin Falls Growth Projections by Square Feet and Land Use – 2021-2030

	2021	2031	Net Growth	Net Growth in Square Feet	Percent of Total Growth in Square Feet
Population	52,152	62,583	10,430		
Residential (dwelling units)	19,905	23,886	3,981	**6,887,266**	**76%**
Single-Family	*16,920*	*19,826*	*2,906*	*5,812,375*	*64%*
Multi-Family	*2,986*	*4,061*	*1,075*	*1,074,891*	*12%*
Nonresidential (square feet)	8,960,000	11,157,218	2,197,218	**2,197,218**	**24%**
Retail	*2,240,000*	*2,789,305*	549,305	549,305	*6%*
Office	*1,792,000*	*2,231,444*	439,444	439,444	*5%*
Industrial	*3,763,200*	*4,686,032*	922,832	922,832	*10%*
Institutional	*1,164,800*	*1,450,438*	285,638	285,638	*3%*
			Total Square Footage Growth =	**9,084,484**	100%

Based on this distribution of square feet, we calculate trip generation based on rates from the Institute of Transportation Engineers' *Trip Generation Manual*. The trip generation rates estimate the number of p.m. peak hour trips generated by particular land uses. Peak hour trips are appropriate for this calculation because street infrastructure is sized to provide a specific level of service during peak usage hours. Since peak hour trips will be used to distribute infrastructure costs, peak hour estimates should be employed.

Exhibit VI-2 below presents trip generation rates for land uses in the City of Twin Falls.

Exhibit VI-2.
Trip Generation Rates by Land Use Category

Land Use
Residential Single Family Units (*1.43) Multi-Family Units (*0.76)
Nonresidential per 1,000 sf Retail/Commercial (*3.16) Office (*1.88) Industrial (*0.58) Institutional (*0.35)

Notes:

Reflects weekday traffic generation patterns, weekday p.m. peak hour trip rate formula.

Source: International Transportation Engineering *Trip Generation Manual, 10th Edition,* supplemented by current trip generation factors utilized by the City of Nampa and the Ada County Highway District.

2. **What is the current level of service provided by the Twin Falls Streets Department?**

Twin Falls' street system currently operates at a level of service "C", which means that while many streets are increasingly congested, they are not yet at capacity. Additional streets infrastructure is needed to sustain and not worsen the current level of service as growth occurs and vehicle trips increase.

3. **What current assets allow Twin Falls' Streets Department to provide this level of service?**

The following Exhibit VI-3 displays the current assets of the Twin Falls' Streets Department.

Exhibit VI-3.
Current Assets – Twin Falls Streets Department

Type of Capital Infrastructure		Replacement Value
Roadways - 556 lane miles	$	722,800,000
Victory Bridge	$	6,000,000
Signalized/Roundabout Intersections - 50 intersections	$	25,000,000
Equipment and Vehicles	$	7,054,000
Maintenance Facility	$	4,368,251
	$	765,222,250
Plus Impact Fee Study	$	8,000
Plus Impact Fee Fund Balance	$	2,565,054
TOTAL CURRENT INVESTMENT	**$**	**767,795,304**

As shown above, Twin Falls' Streets Department currently owns approximately $768 million of eligible current assets. These assets are used to provide the Department's current level of service.

4. **What is the current investment per residential unit and nonresidential square foot?**

By dividing the total replacement value of the current capital assets of the Twin Falls Streets Department by the number of current households and non-residential square feet whose owners have invested in these assets, we can determine that the City has invested $27,760 per existing single-family residential unit; $14,861 per existing multi-family residential unit; $61.58 per retail square foot; $36.59 per office square foot; $11.22 per industrial square foot; and $6.88 per institutional square foot.

We will compare our final impact fee with this figure to determine if the two results will be similar; this represents a "check" to see if future City residents will be paying for infrastructure at a level commensurate with what existing City residents have invested in infrastructure.

5. **What future growth is expected in the Twin Falls Streets Department?**

As shown in Exhibit II-2, the City of Twin Falls is expected to grow by approximately 2,906 single-family residential units; 1,075 multifamily residential units; 549,305 square feet of retail square feet; 439,444 square feet of office square feet; and approximately 922,832 industrial square feet.

6. **What new infrastructure is required to serve future growth?**

Exhibit VI-4 identifies the capital improvement plan for the Twin Falls Streets Department for the next ten years.

Exhibit VI-4.
Twin Falls Streets Department CIP 2021-2030

	Total Cost	Percent Attributed to Growth	Contributions & Exactions	Amount from Impact Fees	Amount from Other City Sources
Roadway Projects					
Eastland - Longbow to Addison	$ 750,000	100%	$ -	$ 750,000	$ -
Filer Ave - Grandview Dr. to Martin St.	$ 800,000	90%	$ 800,000	$ -	$ -
Fillmore - North College to Falls	$ 3,500,000	100%	$ -	$ 3,500,000	$ -
Grandview Drive - Canyon Rim Road to Fieldstone	$ 2,800,000	40%	$ 2,800,000	$ -	$ -
Martin St - Filer Avenue to Addison Avenue	$ 700,000	100%	$ 700,000	$ -	$ -
Pole Line Rd - Bridgeview Blvd to Mountain View Drive	$ 2,800,000	69%	$ 2,800,000	$ -	$ -
North College Road - Fillmore to Blue Lakes	$ 750,000	90%	$ -	$ 675,000	$ 75,000
Falls Ave - Blue Lakes to Locust	$ 900,000	100%	$ -	$ 900,000	$ -
Intersection Projects (could be roundabout or signal; priorities may change based on warrant analysis)					
Intersections as warranted; 1 every two years	$ 3,100,000	100%	$ -	$ 3,100,000	$ -
Equipment					
Additional equipment for growth	$ 475,000	100%	$ -	$ 475,000	$ -
Replacement of existing equipment	$ 2,479,500	0%	$ -	$ -	$ 2,479,500
SUBTOTAL	**$ 19,054,500**		**$7,100,000**	**$9,400,000**	**$2,554,500**
Plus Cost of Capital-Related Research					
Impact Fee Study	$ 8,000	100%	$ -	$ 8,000	$ -
Transportation Master Plan Update	$ 250,000	100%	$ -	$ 250,000	$ -
North-South Corridor Study	$ 500,000	100%	$ -	$ 500,000	$ -
Minus Current Impact Fee Fund Balance	$ (2,565,054)			$ (2,565,054)	
TOTAL	**$ 17,247,446**		**$7,100,000**	**$7,592,946**	**$2,554,500**

Of a list of 8 roadway projects, 5 intersection projects and equipment purchases totaling almost $19.1 million, $7.1 million will be funded by State and other grants; $9.4 million is impact fee eligible; and the remaining $2.6 million will come from revenue sources from all city taxpayers. The cost of impact fee-related research is impact-fee eligible according to statute and is added to the total cost of the growth-related CIP. The current balance in the existing Streets Impact Fee Fund is subtracted from the total growth-related CIP, leaving $7.6 million to be collected from impact fees over the next ten years.

7. What impact fee is required to pay for the new capital improvements?

As noted above, the calculation of roadway impact fees is based on the projected number of trips each land-use type will generate in the next ten years. Using the current land use by square foot within Twin Falls found in Exhibit VI-1, and the trip generation figures from Exhibit VI-2, total current trips can be distributed to each land use. Exhibit VI-5 below displays the projected trip generation distribution.

Exhibit VI-5.
Twin Falls New Trip Distribution by Weighted Trip Generation

Land Use	New Development	Weighted Trip Generation Factor	Percent Distribution
Residential			
Single Family Units (*1.43)	2,906	4,145	51%
Multi-Family Units (*0.76)	1,075	821	10%
Nonresidential per 1,000 sf			
Retail/Commercial (*3.16)	549	1,738	22%
Office (*1.88)	439	826	10%
Industrial (*0.58)	923	532	7%
Institutional (*0.35)	286	101	1%
Total		**8,062**	**100%**

As shown above, the number of daily trips in Twin Falls is expected to increase by approximately 8,062 trips by 2031. 51% of those trips will be for single-family residential uses; 10% will be for multi-family residential uses; 22% will be for retail uses; 10% will be for office uses; 7% will be for industrial uses; and 1% will be for institutional uses.

Exhibit VI-6 below uses the growth-related CIP from Exhibit VI-4 and the weighted trip generation figures from Exhibit VI-5 to calculate streets impact fees for the City of Twin Falls.

Exhibit VI-6.
Twin Falls Streets Department Fee Calculation

Impact Fee Calculation	
Capital Improvement Plan Value	$7,592,946
Future Land Use Percentages	
Single Family	51%
Multifamily	10%
Retail	22%
Office	10%
Industrial	7%
Institutional	1%
Allocated Value by Land Use Category	
Single Family	$3,903,962
Multifamily	$773,014
Retail	$1,636,969
Office	$778,101
Industrial	$500,900
Institutional	$95,111
10-Year Growth	
Single Family (total dwelling units)	2,906
Multifamily (total dwelling units)	1,075
Retail (total square feet)	549,305
Office (total square feet)	439,444
Industrial (total square feet)	922,832
Institutional (total square foot)	285,638
Impact Fee by Land Use (rounded)	
Single Family (per dwelling unit)	$1,343
Multifamily (per dwelling unit)	$719
Retail (per square foot)	$2.98
Office (per square foot)	$1.77
Industrial (per square foot)	$0.54
Institutional (per square foot)	$0.33

The impact fees in each land use category are significantly less than what existing users have paid into the asset inventory.

Section VII.
Summary

The following Exhibit VII-1 summarizes the calculated Impact Fees for the City of Twin Falls.

Exhibit VII-1.
City of Twin Falls Impact Fee Summary

TOTAL IMPACT FEE				Current Fees		% Change		$ Change
Police Fees								
Residential (per dwelling unit)	$	218	$	312		-30%	$	(94)
Nonresidential (per sf)	$	0.10	$	0.16		-35%	$	(0.06)
Fire Fees								
Residential (per dwelling unit)	$	871	$	694		25%	$	177
Nonresidential (per sf)	$	0.44	$	0.35		24%	$	0.09
Parks Fees								
Residential (per dwelling unit)	$	1,512	$	644		135%	$	868
Nonresidential (per sf)	$	-	$	-			$	-
Streets Fees								
Single-Family (per dwelling unit)	$	1,327	$	550		141%	$	777
Multi-Family (per dwelling unit)	$	710	$	361		97%	$	349
Retail (per sf)	$	2.94	$	2.63		12%	$	0.31
Office (per sf)	$	1.75	$	0.81		116%	$	0.94
Industrial (per sf)	$	0.54	$	0.58		-8%	$	(0.04)
Institutional (per sf)	$	0.33	$	0.16		106%	$	0.17
TOTAL IMPACT FEE						% Change		$ Change
Single-Family (per dwelling unit)	$	3,927	$	2,200		78%	$	1,727
Multi-Family (per dwelling unit)	$	3,310	$	2,011		65%	$	1,299
Retail (per sf)	$	3.48	$	3.14		11%	$	0.34
Office (per sf)	$	2.29	$	1.32		73%	$	0.97
Industrial (per sf)	$	1.08	$	1.09		-1%	$	(0.01)
Institutional (per sf)	$	0.87	$	0.67		30%	$	0.20

A comparison of the proposed fees to similar fees in Boise, Nampa, Caldwell, Meridian, Middleton, Eagle, Star, Kuna and Emmett is provided in Exhibit VII-2:

Exhibit VII-2.
Impact Fee Comparisons

	City of Twin Falls *draft*	City of Boise *being updated*	City of Nampa/ Nampa Rural Fire	City of Caldwell/ Caldwell Rural Fire	City of Middleton/ Middleton Rural Fire District	City of Meridian/ Meridian Rural Fire District	City of Eagle/ Eagle Fire District	City of Star/ Star Fire District	City of Kuna/ Kuna Fire District	City of Emmett
Police										
per Residential Unit	$ 218	$ 289	$ 359	$ 97	$ 367	$ 152	$ 111	$ -	$ 90	$ 731
per Non-Residential sf	$ 0.10	$ 0.16	$ 0.21	$ 0.05	$ 0.15	$ 0.24	$ 0.04	$ -	$ 0.04	$ 0.39
Fire										
per Residential Unit	$ 871	$ 619	$ 560	$ 649	$ 849	$ 693	$ 897	$ 829	$ 824	$ 1,956
per Non-Residential sf	$ 0.44	$ 0.21	$ 0.28	$ 0.32	$ 0.42	$ 0.64	$ 0.36	$ 0.39	$ 0.41	$ 0.99
Parks										
per residential unit	$ 1,512	$ 1,723	$ 1,699	$ 1,190	$ 2,204	$ 2,098	$ 1,446	$ 2,050	$ 939	$ -
	$ -									
Streets										
per single-family residential unit	$ 1,327	$ 2,904	$ 2,841	exacted	$ 2,572	$ 2,904	$ 2,904	$ 2,904	$ 2,904	$ 2,218
per multi-family residential unit	$ 710	$ 1,683	$ 1,648	exacted	$ 2,572	$ 1,683	$ 1,683	$ 1,683	$ 1,683	$ 1,188
per retail/commercial sf	$ 2.94	$ 7.87	$ 6.85	exacted	$ 2.32	$ 7.87	$ 7.87	$ 7.87	$ 7.87	$ 4.92
per office sf	$ 1.75	$ 4.23	$ 4.24	exacted	$ 2.32	$ 4.23	$ 4.23	$ 4.23	$ 4.23	$ 4.14
per industrial sf	$ 0.54	$ 1.58	$ 1.52	exacted	$ 0.09	$ 1.58	$ 1.58	$ 1.58	$ 1.58	$ 2.92
TOTAL										
per single-family residential unit	$ 3,927	$ 5,535	$ 5,459	$ 1,936	$ 5,992	$ 5,847	$ 5,358	$ 5,783	$ 4,757	$ 4,905
per multi-family residential unit	$ 3,310	$ 4,314	$ 4,266	$ 1,936	$ 5,992	$ 4,626	$ 4,137	$ 4,562	$ 3,536	$ 3,875
per retail/commercial sf	$ 3.48	$ 8.24	$ 7.34	$ 0.37	$ 2.89	$ 8.75	$ 8.27	$ 8.26	$ 8.32	$ 6.30
per office sf	$ 2.29	$ 4.60	$ 4.73	$ 0.37	$ 2.89	$ 5.11	$ 4.63	$ 4.62	$ 4.68	$ 5.52
per industrial sf	$ 1.08	$ 1.95	$ 2.01	$ 0.37	$ 0.66	$ 2.46	$ 1.98	$ 1.97	$ 2.03	$ 4.30

^ ACHD fees are calculated on a general average for the purpose of the comparison; actual fees will vary
# Roadway impact is collected via exaction for Streets improvements in Caldwell; no street impact fees are assessed; costs vary by development

City Participation

Because not all the capital improvements listed in the CIPs are 100 percent growth-related, the City would assume the responsibility of paying for those portions of the capital improvements that are not attributable to new growth. These payments would come from other sources of revenue including all of those listed in Idaho Code 67-8207(iv)(2)(h).

To arrive at this participation amount, the expected impact fee revenue and any shared facility amount need to be subtracted from the total CIP value. Exhibit VII-3 divides the City's participation amount into two categories: the portion of purely non-growth-related improvements, and the portion of growth-related improvements that are attributable to repair, replacement, or upgrade, but are not impact fee eligible.

It should be noted that the participation amount associated with purely non-growth improvements is discretionary. The City can choose not to fund these capital improvements (although this could result in a decrease in the level of service if the deferred repairs or replacements were urgent). However, the non-growth-related portion of improvements that are impact fee eligible *must* be funded in order to maintain the integrity of the impact fee program.

Exhibit VII-3.
City of Twin Falls Participation Summary, 2021-2030

	Required	Discretionary	Total	
Police	$ 1,050,000	$ 3,103,700	$ 4,153,700	Required: non-growth portion remodel of FS#1; Discretionary: vehicle/equip replacement
Fire	$ -	$ 20,319,476	$ 20,319,476	Discretionary: Replace and Expand FS#1 on new site replace FS#3, vehicle replacement
Parks	$ -	$ 8,643,500	$ 8,643,500	Discretionary: Facility and Park Improvements, Equipment Replacement
Streets	$ -	$2,554,500	$ 2,554,500	Discretionary: growth portion of North College Road, equipment replacement
TOTAL	$ 1,050,000	$ 34,621,176	$ 35,671,176	

$ 105,000 <-- Annual amount required over 10-year CIP period
$ 3,567,118 <-- Annual amount required and discretionary over 10-year CIP period

The total amount the City would be *required* to contribute over 10 years, should the City adopt fees at the calculated amount, will be approximately $1 million for police facility improvements. The City could also choose to fund the discretionary infrastructure of $34.6 million for additional capital improvements over the 10-year period. While City has the option to fund these capital improvements over the 10-year period, these payments are not required.

Implementation Recommendations

As City Council evaluates whether or not to adopt the Capital Improvement Plans and impact fees presented in this report, we also offer the following information for your consideration. Please note that this information will be included each individual impact fee enabling ordinance.

Capital Improvements Plan. Should the Advisory Committee recommend this study to City Council and should City Council adopt the study, the City should revise its existing Capital Improvement Plans using the information in this study. A revised capital improvement plan would then be presented to the City for adoption as an element of the Comprehensive Plan pursuant to the procedures of the Local Land Use Planning Act.

Impact Fee Ordinance. Following adoption of the Capital Improvement Plan, City Council should review the proposed Impact Fee Ordinance for adoption as reviewed and recommended by the Advisory Committee.

Advisory Committee. The Advisory Committee is in a unique position to work with and advise City Council to ensure that the capital improvement plans and impact fees are routinely reviewed and modified as appropriate.

Impact fee service area. Some municipalities have fee differentials for various city zones under the assumption that some areas utilize more or less current and future capital improvements. The study team, however, does not recommend the City assess different fees by dividing the areas into zones. The capital improvements identified in this report inherently serve a system-wide function.

Specialized assessments. If permit applicants are concerned they would be paying more than their fair share of future infrastructure purchases, the applicant can request an individualized assessment to ensure they will only be paying their proportional share. The applicant would be required to prepare and pay for all costs related to such an assessment.

Donations. If the City receives donations for capital improvements listed on the CIP, they must account for the donation in one of two ways. If the donation is for a non- or partially growth-related improvement, the donation can contribute to the City's General Fund participation along with more traditional forms, such as revenue transfers from the General Fund. If, however, the donation is for a growth-related project in the CIP, the donor's impact fees should be reduced dollar for dollar. This means that the City will either credit the donor or reimburse the donor for that portion of the impact fee.

Grants. If a grant is expected and regular, the growth-related portion of that grant amount should be reflected upfront in the fee calculations, meaning that the impact fees will be lower in anticipation of the contribution. If the grant is speculative or uncertain, this should not be reflected up-front in the fee calculations since the entity cannot count on those dollars as it undergoes capital planning.

The rational nexus is still maintained because the unexpected higher fund balance, due to the receipt of a grant, is deducted from the calculations as a "down payment on the CIP" when the fee study is updated.

Credit/reimbursement. If a developer constructs or contributes all or part of a growth-related project that would otherwise be financed with impact fees, that developer must receive a credit against the fees owed for this category or, at the developer's choice, be reimbursed from impact fees collected in the future.[37] This prevents "double dipping" by the City.

The presumption would be that builders/developers owe the entirety of the impact fee amount until they make the City aware of the construction or contribution. If credit or reimbursement is due, the governmental entity must enter into an agreement with the fee payer that specifies the amount of the credit or the amount, time and form of reimbursement.[38]

Impact fee accounting. The City should maintain Impact Fee Funds separate and apart from the General Fund. All current and future impact fee revenue should be immediately deposited into this account and withdrawn only to pay for growth-related capital improvements of the same category. General Funds should be reserved solely for the receipt of tax revenues, grants, user fees and associated interest earnings, and ongoing operational expenses including the repair and replacement of existing capital improvements not related to growth.

Spending policy. The City should establish and adhere to a policy governing their expenditure of monies from the Impact Fee Fund. The Fund should be prohibited from paying for any operational expenses and the repair and replacement or upgrade of existing infrastructure not necessitated by growth. In cases when *growth-related capital improvements are constructed,* impact fees are an allowable revenue source as long as only new growth is served. In cases when new capital improvements are expected *to partially replace existing capacity and to partially serve new growth*, cost sharing between the General Fund or other sources of revenue listed in Idaho Code 67-8207(I)(iv), (2)(h) and Impact Fee Fund should be allowed on a pro rata basis.

Update procedures. The City is expected to grow rapidly over the 10-year span of the CIPs. Therefore, the fees calculated in this study should be updated annually as the City invests in additional infrastructure beyond what is listed in this report, and/or as the City's projected development changes significantly. Fees can be updated on an annual basis using an inflation factor for building material from a reputable source such as McGraw Hill's Engineering News Record. As described in Idaho Code 67-8205(3)(c)(d)(e), the Advisory Committee will play an important role in these updates and reviews.

[37] *See* Section 67-8209(3), Idaho Code.

[38] *See* Section 67-8209(4), Idaho Code.

Appendix B

Title 11
DEVELOPMENT IMPACT FEES

Chapter:

11-1-1: LEGISLATIVE FINDINGS:

The city council of the city of Twin Falls, Twin Falls County, Idaho, finds that:

A. Based on the city of Twin Falls comprehensive plan adopted by the city pursuant to chapter 65, title 67, Idaho Code, including, but not limited to, the capital improvements element of the comprehensive plan, and the general governmental goal of protecting the health, safety, and general welfare of the citizens of the city, it is necessary that the city's public facilities for: 1) police, 2) fire/emergency medical services (EMS), 3) parks and recreation, and 4) streets be expanded and improved to accommodate new development within the city. Throughout this chapter, the system improvements for these four (4) types of public facilities are sometimes collectively referred to as the "city capital facilities" and sometimes individually referred to as a "city capital improvements element".

B. The city has formed the development impact fee advisory committee required by Idaho Code section 67-8205, and that committee has performed the duties required of it pursuant to such statute. The city intends that the committee continue to exist and to perform those duties identified in Idaho Code section 67-8205 that occur following the adoption of development impact fees.

C. New residential and nonresidential development imposes and will impose increasing and excessive demands upon city capital facilities.

D. The revenues generated from new residential and nonresidential development often do not generate sufficient funds to provide the necessary improvements of these city capital facilities to accommodate new development.

E. New development is expected to continue, and will place ever increasing demands on the city to provide and expand city capital facilities to serve new development.

F. The city has planned for the improvement of the city capital facilities in the capital improvements element of the city of Twin Falls comprehensive plan.

G. Chapter 82, title 67 of the Idaho Code (the Idaho development impact fee act) authorizes the city to adopt a development impact fee system to offset, recoup, or reimburse the portion of the costs of needed improvements to the city capital facilities caused by new development in the city.

H. The creation of an equitable development impact fee system would promote the purposes set forth in the Idaho development impact fee act, in that it would: 1) ensure that adequate public facilities are available to serve new growth and development; 2) promote orderly growth and development by establishing uniform standards by which local governments may require that those who benefit from new growth and development pay a proportionate share of the cost of new public facilities needed to serve new growth and development; 3) ensure that those who benefit from new growth and development are required to pay no more than their proportionate share of the cost of public facilities needed to serve new growth and development; and 4) prevent duplicate and ad hoc development requirements.

I. The creation of an equitable development impact fee system would enable the city to accommodate new development, and would assist the city to implement the capital improvements element of the comprehensive plan.

J. In order to implement an equitable development impact fee system for the city capital facilities, the city retained Galena Consulting to prepare an impact fee study for these types of facilities. The resulting document is titled "City Of Twin Falls, Idaho Impact Fee Study And Capital Improvement Plans", dated April 5, 2021 (the "development impact fee study"), and that document is hereby incorporated by reference.

K. The methodology used in preparing the development impact fee study, when applied through this chapter, complies with all applicable provisions of Idaho law, including those set forth in Idaho statutes sections 67-8204(2), 67-8204(16), 67-8204(23), 67-8207 and 67-8209. The incorporation of the development impact fee study by reference satisfies the requirement in Idaho statutes section 67-8204(16) for a detailed description of the methodology by which the development impact fees were calculated, and the requirement in Idaho Code section 67-8204(24) for a description of acceptable levels of service for system improvements.

L. The development impact fee study contains the capital improvements element of the city of Twin Falls comprehensive plan, and such element has been prepared in conformance with the requirements of chapters 65 and 82 of title 67 of the Idaho Code.

M. The development impact fee study sets forth reasonable methodologies and analyses for determining the impacts of various types of new development on the city capital facilities, and determines the cost of acquiring or constructing the improvements necessary to meet the demands for such facilities created by new development.

N. In accordance with Idaho Code, the development impact fee study was based on actual system improvement costs or reasonable estimates of such costs. In addition, the development impact fee study uses a fee calculation methodology that is net of credits for the present value of revenues that will be generated by new growth and development based on historical funding patterns and that are anticipated to be available to pay for system improvements, including taxes, assessments, user fees, and intergovernmental transfers.

O. The development impact fees described in this chapter are based on the development impact fee study, and do not exceed the costs of system improvements for city capital facilities to serve new development that will pay the development impact fees.

P. The facilities for parks and recreation, streets, police, and fire/emergency medical services (EMS) included in the calculation of fees in the development impact fee study will benefit all new residential and nonresidential development throughout the city, and it is therefore appropriate to treat all areas of the city as a single service area for purposes of calculating, collecting, and spending the development impact fees collected from residential and nonresidential development.

Q. There is both a rational nexus and a rough proportionality between the development impacts created by each type of development covered by this chapter and the development impact fees that such development will be required to pay.

R. This chapter creates a system by which development impact fees paid by new development will be used to finance, defray, or reimburse a portion of the costs incurred by the city to construct improvements for city capital facilities in ways that benefit the development for which each development impact fee was paid within a reasonable period of time after the development impact fee is paid, and in conformance with Idaho Code section 67-8210.

S. This chapter creates a system under which development impact fees shall not be used to correct existing deficiencies for any capital facilities, or to replace or rehabilitate existing improvements, or to pay for routine operation or maintenance of those facilities.

T. This chapter creates a system under which there shall be no double payment of impact fees, in accordance with Idaho Code section 67-8204(19).

U. This chapter is consistent with all applicable provisions of chapter 82, title 67, Idaho Code, concerning development impact fee ordinances.

11-1-2: AUTHORITY AND APPLICABILITY:

A. This chapter is enacted pursuant to the city’s general police power, the authority granted to the city pursuant to chapters 65 and 82, title 67, Idaho Code, and other applicable laws of the state of Idaho.

B. This chapter shall apply to all areas of the city.

11-1-3: INTENT:

A. This chapter is adopted to be consistent with, and to help implement, the City of Twin Falls comprehensive plan, and particularly the capital improvements element of that plan.

B. The intent of this chapter is to ensure that new development bears a proportionate share of the cost of improvements to City capital facilities; to ensure that such proportionate share does not exceed the cost of improvements to such facilities required to accommodate new development; and to ensure that funds collected from new development are actually used for improvements to City capital facilities that benefit such new development.

C. It is the further intent of this chapter to be consistent with those principles for allocating a fair share of the cost of new capital facilities to new development, and for adopting development impact fee ordinances, established by chapter 82, title 67 of the Idaho Code.

D. It is not the intent of this chapter to collect any money from any new development in excess of the actual amount necessary to offset new demands for City capital facilities created by such new development.

E. It is not the intent of this chapter that any monies collected from any development impact fee deposited in an impact fee account ever be commingled with monies from a different impact fee account, or ever be used for a development impact fee component different from that for which the fee was paid, or ever be used to correct current deficiencies in the City capital facilities or ever be used to replace, rehabilitate, maintain, or operate any City facility

11-1-4: DEFINITIONS:

For the purpose of this chapter, the following terms shall have the following meanings, some of which are assigned by Idaho Code section 67-8203, as indicated:

ACCOUNTS: The parks capital facilities account, the street capital facilities account, the police capital facilities account, and the fire/EMS capital facilities account, established as part of the Development Impact Fee Trust Fund established in section 3-7-7 of this chapter.

AFFORDABLE HOUSING: Housing affordable to families whose incomes do not exceed eighty percent (80%) of the median income for the City of Twin Falls. Section 67-8203(1) Idaho Code.

APPROPRIATE: To legally obligate by contract or otherwise commit to use by appropriation or other official act of a governmental entity. Section 67-8203(2) Idaho Code.

BUILDING PERMIT: A building permit issued by the building official permitting the construction of a building or structure within the City of Twin Falls.

CAPITAL IMPROVEMENT: An improvement with a useful life of ten (10) years or more, by new construction or other action that increases the service capacity of a public facility. Section 67-8203(3) Idaho Code.

CAPITAL IMPROVEMENTS ELEMENT: A component of the City of Twin Falls comprehensive plan adopted pursuant to chapter 65, title 67, Idaho Code, which component meets the requirements of a capital improvements plan pursuant to chapter 65, title 67 of the Idaho Code. Section 67-8203(4) Idaho Code.

CAPITAL IMPROVEMENTS PLAN: A plan adopted pursuant to this chapter that identifies capital improvements for which development impact fees may be used as a funding source. Section 67-8203(5) Idaho Code.

CITY: City of Twin Falls, Idaho.

CITY COUNCIL: The City Council of the City of Twin Falls, Idaho.

DEVELOPER: Any person or legal entity undertaking development, including a party that undertakes the subdivision of property pursuant to Idaho Code sections 50-1301 through 50-1334. Section 67-8203(6) Idaho Code.

DEVELOPMENT: Any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, that creates additional demand and need for public facilities or the subdivision of property that would permit any change in the use, character or appearance of land. Section 67-8203(7) Idaho Code.

DEVELOPMENT APPROVAL: Any written authorization from a governmental entity that authorizes the commencement of a development. Section 67-8203(8) Idaho Code.

DEVELOPMENT IMPACT FEE: The payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. Section 67-8203(9) Idaho Code. In the context of this chapter, development impact fee means one of the four (4) impact fees defined for the four (4) city capital facilities elements, and development impact fees (in the plural) means all four (4) impact fees (or all of them that apply to the proposed development pursuant to this chapter). The term does not include:

A. A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development;

B. Connection or hookup charges;

C. Availability charges for drainage, sewer, water or transportation for services provided directly to the development; or

D. Amounts collected from a developer in a transaction in which the city or another governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to Idaho Code section 67-8209(3) for credit or reimbursement.

DEVELOPMENT IMPACT FEE ADMINISTRATOR: That individual designated from time to time by the city manager of Twin Falls, Idaho, to administer the development impact fee system established by this chapter.

DEVELOPMENT IMPACT FEE STUDY: The document entitled "City Of Twin Falls, Idaho Development Impact Fee Study And Capital Improvement Plans", dated April 5, 2021, prepared by Galena Consulting for the city, that sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the city capital facilities and determines the cost of expansions to those facilities necessary to meet the demands created by new development.

DEVELOPMENT IMPACT FEE TRUST FUND: The trust fund established by section 3-7-7 of this chapter that includes: a) a parks capital facilities account, b) a street capital facilities account, c) a police capital facilities account, and d) a fire/EMS capital facilities account. The development impact fee trust fund is also sometimes called the trust fund.

DEVELOPMENT REQUIREMENT: A requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land, or money as a condition of approval. Section 67-8203(10) Idaho Code.

EXTRAORDINARY COSTS: Those costs incurred as a result of an extraordinary impact. Section 67-8203(11) Idaho Code.

EXTRAORDINARY IMPACT: An impact that is reasonably determined by the governmental entity to: a) result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by Idaho Code section 67-8214(2), or b) result in the need for system improvements that are not identified in the capital improvements plan. Section 67-8203(12) Idaho Code.

FEE PAYER: A person or legal entity that pays or is required to pay a development impact fee. Taxing districts are expressly included within this definition of “fee payer”, unless the taxing district enters into a written agreement with the City of Twin Falls that provides otherwise. A fee payer may include a developer.

FIRE/EMS CAPITAL FACILITIES: Lands, as well as buildings, improvements to land, and related equipment and vehicles meeting the definition of “capital improvement”, used for fire and emergency medical service facilities included in the calculation of the fire/EMS impact fee in the development impact fee study, and specifically including those related costs included in the definition of “system improvement costs”, but not including maintenance, operations, or improvements that do not expand capacity.

IMPACT-GENERATING LAND DEVELOPMENT: Land development designed or intended to permit a use of the land that will contain more dwelling units or floor space than the then existing use of the land, or the making of any material change in the use of any structure or land in a manner that increases demand for City capital facilities. The type of proposed impact-generating land development shall be based on the proposed use of the land.

INDIVIDUAL ASSESSMENT: A study prepared by a fee payer, calculating the cost of expansions or improvements to one or more of the City capital improvements elements required to serve the fee payer’s proposed development, that is based on the established LOS standard, is performed on an average cost (not marginal cost) methodology, that uses the service units and unit construction costs stated in the development impact fee study, and is performed in compliance with any criteria for such studies established by this chapter or by the City.

LAND USE ASSUMPTIONS: A description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period. Section 67-8203(16) Idaho Code.

LEVEL OF SERVICE: A measure of the relationship between service capacity and service demand for public facilities. Section 67-8203(17) Idaho Code.

MANUFACTURED HOME: A structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one or more sections, that, in the traveling mode, is eight feet (8’) or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and that is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure that meets all the requirements of this definition except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under 42 USC 5401 et seq. Section 67-8203(18) Idaho Code.

MODULAR BUILDING: Any building or building component, other than a manufactured or mobile home, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site. Sections 67-8203(19) and 39-4301, Idaho Code.

PARKS CAPITAL FACILITIES: Open space lands, as well as buildings, improvements to land, and related equipment meeting the definition of “capital improvement”, used for public parks, recreation, open space, and trail facilities included in the calculation of the park impact fee in the development impact fee study, and specifically including those related costs included in the definition of “system improvement costs”, but not including maintenance, operations, or improvements that do not expand capacity.

PERSON: An individual, corporation, governmental agency, business trust, estate, partnership, association, two (2) or more persons having a joint or common interest, or any other entity.

POLICE CAPITAL FACILITIES: Lands, as well as buildings, improvements to land, and related equipment and vehicles meeting the definition of “capital improvement”, used for police facilities included in the calculation of the police impact fee in the development impact fee study, and specifically including those related costs included in the definition of “system improvement costs”, but not including maintenance, operations, or improvements that do not expand capacity.

PRESENT VALUE: The total current monetary value of past, present, or future payments, contributions or dedications of goods, services, materials, construction or money. Section 67-8203(20) Idaho Code.

PROJECT: A particular development on an identified parcel of land. Section 67-8203(21) Idaho Code.

PROJECT IMPROVEMENTS: Site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project. Section 67-8203(22) Idaho Code.

PROPORTIONATE SHARE: That portion of the cost of system improvements determined pursuant to Idaho Code section 67-8207, that reasonably relates to the service demands and needs of the project. Section 67-8203(23) Idaho Code.

PUBLIC FACILITIES: A. Water supply production, treatment, storage and distribution facilities;

B. Wastewater collection, treatment and disposal facilities;

C. Roads, streets and bridges, including rights- of-way, traffic signals, landscaping and any local components of State or Federal highways;

D. Stormwater collection, retention, detention, treatment and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;

E. Parks, open space and recreation areas, and related capital improvements; and

F. Public safety facilities, including law enforcement, fire, emergency medical and rescue and street lighting facilities.

RECREATIONAL VEHICLE: A vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, that either has its own motive power or is mounted on or drawn by another vehicle. Section 67-8203(25) Idaho Code.

SERVICE AREA: Any defined geographic area identified by a governmental entity or by intergovernmental agreement in which specific public facilities provide service to development within the area defined, on the basis of sound planning or engineering principles or both. Section 67-8203(26) Idaho Code.

SERVICE UNIT: A standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements. Section 67-8203(27) Idaho Code.

STREET CAPITAL FACILITIES: Lands, improvements to land, and equipment meeting the definition of "capital improvement", used for intersection improvements (signals, round-a-bouts, pedestrian crossings, etc.) and for improvements to arterial and collector roads (bridges, lanes, shoulders, pedestrian facilities, etc.) with the purpose of expanding capacity, included in the calculation of the street impact fee in the development impact fee study, and consistent with the capital improvements element, and specifically including those related costs included in the definition of "system improvement costs", but not including maintenance, operations, or improvements that do not expand capacity.

SUCCESSOR IN INTEREST: A "person", as defined by this chapter, who gains a fee simple interest in land for which a development impact fee is paid or a credit is approved pursuant to the terms of this chapter.

SYSTEM IMPROVEMENT COSTS: Costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in Idaho Code section 50-1702(h), to provide additional public facilities needed to serve new growth and development. For clarification, system improvement costs do not include: a) construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan; b) repair, operation or maintenance of existing or new capital improvements; c) upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards; d) upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development; e) administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvement plan, as provided in Idaho Code section 67-8208; or f) principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plan. Section 67-8203(29) Idaho Code.

SYSTEM IMPROVEMENTS: In contrast to project improvements, means capital improvements to public facilities that are designed to provide service to a service area including, without limitation, the type of improvements described in Idaho Code section 50-1703. Section 67-8203(28) Idaho Code. For the purposes of this chapter, the system improvements are the park capital facilities, street capital facilities, police capital facilities, fire/EMS capital facilities.

11-1-5: DEVELOPMENT IMPACT FEES IMPOSED:

A. Fee Obligation:

1. After the effective date hereof, any person who commences any impact generating land development, except those exempted pursuant to subsection B of this section, shall be obligated to pay development impact fees upon commencement of such activity. The amount of the development impact fees shall be determined in accordance with this chapter.

2. If the fee payer is applying for an extension of a permit issued previously, then the development impact fees required to be paid shall be the net increase between the development impact fees applicable at the time of the current permit application and any development impact fees previously paid pursuant to this chapter to finance similar types of system improvements to accommodate demands created by the same development.

3. If the fee payer is applying for a permit to allow a change of use or for the expansion, redevelopment, or modification of an existing development, the development impact fees required to be paid shall be based on the net increase in the development impact fees for the new use as compared to the previous use.

B. Exemptions: The following types of development shall be exempted from payment of the development impact fees. Any claim for exemption shall be made no later than the time when the applicant applies for the first building permit for the proposed development that creates the obligation to pay the development impact fees, and any claim for exemption not made at or before that time shall have been waived. The Development Impact Fee Administrator or a designee shall determine the validity of any claim for exemption pursuant to the criteria set forth below:

1. Rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe, providing the structure is rebuilt and ready for occupancy within two (2) years of its destruction;

2. Remodeling or repairing a structure that does not increase the number of service units;

3. Replacing a residential unit, including a manufactured home, with another residential unit on the same lot, provided that the number of service units does not increase;

4. Constructing an addition on a residential structure that does not increase the number of service units;

5. Placing a temporary construction trailer or office on a lot;

6. Adding uses that are typically accessory to residential uses, such as tennis courts or clubhouses, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements;

7. The installation of a modular building, manufactured home, or recreational vehicle if the fee payer can demonstrate by documentation such as utility bills and tax records that either: a) a modular building, manufactured home, or recreational vehicle was legally in place on the lot or space prior to the effective date hereof, or b) a development impact fee has been paid previously for the installation of a modular building, manufactured home or recreational vehicle on that same lot or space;

8. Projects for which a development impact fee for each type of public facility covered by this chapter has previously been paid in an amount that equals or exceeds the development impact fee that would be required by this chapter;

9. Projects built by the Federal government or the State government; and,

10. Projects which meet all of the following criteria may apply for an individualized assessment pursuant to subsection C4 of this section, except that the applicant may simply rely on the documented project history rather than retaining a qualified professional to prepare the individual assessment:

a. A development agreement was entered into by the project developer and the City setting forth the entitlements and obligations of the developer, which agreement was approved by the City Council prior to January 1, 2014; and

b. The final plat for the development, or site plan attached to the development agreement, was approved by the City prior to January 1, 2014; and

c. The development, through the terms of the development agreement, or otherwise, has built, or is obligated to build public facilities, which facilities are not “project improvements”, in excess of the amount that would be collected under this chapter.

C. Fee Table And Calculation Of Amount Of Development Impact Fees:

1. Fee Table and subsequent increases:

Police fees:		
Residential Nonresidential	$218.00 $0.10	per dwelling unit per square foot
Fire fees:		
Residential Nonresidential	$871.00 $0.44	per dwelling unit per square foot
Parks fees:		
Residential Nonresidential	$1,512.00 n/a	per dwelling unit
Street fees:		
Single-family Multi-family Retail Office Industrial Institutional	$1327.00 $710.00 $2.94 $1.75 $0.54 $0.33	per dwelling unit per dwelling unit per square foot per square foot per square foot per square foot

This fee schedule shall be in effect November 1, 2021.

On January 1, 2021, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for year over year inflation increases in the cost of providing police, fire, parks and recreation, and street public facilities to serve new development utilizing the latest available municipal cost index as published by “American Cities And County Magazine”. Nothing herein shall prevent the city from electing to maintain a then existing police, fire, parks and recreation, and street impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by city council resolution.

2. Levels Of Service: The levels of service upon which the foregoing fees are calculated are as follows:

a. Police level of service from page 12 of the impact fee study is 1.48 officers per thousand population.

b. Fire level of service from page 15 of the impact fee study is ninety percent (90%) of all calls to be responded to in a time of six (6) minutes.

c. Parks and recreation level of service from page 19 of the impact fee study is 4.7 developed acres per thousand population.

d. City Street level of service from page 24 of the impact fee study is level of service C on arterials and collectors at the P.M. peak period.

3. Using The Fee Table: Development impact fees shall be calculated using the fee table above unless: a) the fee payer requests an individualized assessment pursuant to subsection C4 of this section, or b) the City designates the proposed development as a development of extraordinary impact in writing to the fee payer, in which case the provisions of subsection C5 of this section shall apply.

a. Any person who commences any new impact generating land development, except those exempted pursuant to this chapter, or those preparing an individual assessment pursuant to this chapter, shall pay all development impact fees applicable to the proposed development, as determined by the fee table. Persons choosing to pay applicable development impact fees pursuant to the fee table shall be deemed to have made a full and complete payment of the project’s proportionate share of City capital facilities costs for system improvements, except as noted in subsection 11-1-12 (I) of this chapter.

b. If the proposed development is of a type not listed in the fee table, then the City shall apply the development impact fees applicable to the most nearly comparable type of land use listed in the fee table. The determination as to which type of development is most nearly comparable to the proposed development shall be made by referring to traffic generation rates for land uses published by the Institute of Transportation Engineers, and by identifying that land use listed in the fee table whose traffic generation rates are most comparable to the proposed land use. If no traffic generation rate for the proposed land use appears in a publication of the Institute of Transportation Engineers, or if it is not possible to determine which land use listed in the fee table has the most comparable traffic generation rates, then the most nearly comparable land use shall be determined by the Development Impact Fee Administrator based on comparison of other characteristics of the proposed land use (including employment or occupancy, the size of the facility, and the amount of parking to be provided) with the characteristics of those land uses listed in the fee table.

c. If the proposed development includes a mix of those uses listed in the fee table, then the development impact fees shall be determined by adding up the development impact fees that would be payable for each use as if it were a freestanding use pursuant to the fee table. For example, development impact fees for a church without ancillary facilities will be determined through the process in subsection C3b of this section; but development impact fees for a church with a daycare center shall be established by adding: 1) fees determined through the process in subsection C3b of this section for the church itself, and 2) fees identified in the fee table for the daycare portion of the facility.

d. If the fee payer requests that the city calculate the amount of development impact fees due pursuant to the fee table, the city shall notify the fee payer of such amount within thirty (30) days after receipt of that request.

4. Using An Individual Assessment:

a. In lieu of calculating the amount(s) of development impact fees by reference to the fee table, a fee payer may request that the amount of the required development impact fee be determined through an individual assessment for the proposed development. The individual assessment process shall permit consideration of studies, data, and any other relevant information submitted by the fee payer to adjust the amount of the fee. If a fee payer requests the use of an individual assessment, the fee payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this chapter, at the fee payer’s expense. The fee payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its proportionate share of the cost of city capital improvements, based on the city’s adopted levels of service, than the development impact fees that would otherwise be due pursuant to the fee table. The city may hire a professional consultant to review any independent impact fee calculation study on behalf of the city, and may charge the reasonable costs of such review to the fee payer.

b. Each individual assessment shall be based on the same level of service standards and unit costs for system improvements used in the development impact fee study, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.

c. An application for an individual assessment may be submitted at any time that the number of dwelling units in the proposed development and the types and amounts of development in each nonresidential category identified in the fee table is known. The city shall issue a decision within thirty (30) days following receipt of a completed application for individual assessment and supporting information from the applicant, so as not to unreasonably delay subsequent applications for or issuance of building permits.

d. Each individual assessment shall be submitted to the development impact fee administrator or a designee, and may be accepted, rejected, or accepted with modifications by the development impact fee administrator or a designee as the basis for calculating development impact fees. The criteria for acceptance, rejection, or acceptance with modifications shall be whether the individual assessment is a more accurate measure of demand for the city capital improvements element(s) created by the proposed development, or the costs of those facilities, than the applicable fee shown in the fee table.

e. The decision by the development impact fee administrator or designee on an application for an individual assessment shall include an explanation of the calculation of the impact fee, shall specify the system improvement(s) for which the impact fee is intended to be used, and shall include an explanation of those factors identified in Idaho Code section 67-8207.

f. If an individual assessment is accepted or accepted with modifications by the development impact fee administrator or a designee then the development impact fees due under this chapter for such development shall be calculated according to such individual assessment.

5. Extraordinary Impacts:

a. If the city determines that a proposed development generates extraordinary impacts that will result in extraordinary costs, the city will notify the fee payer of such determination within thirty (30) days after receipt of a request for a certification pursuant to subsection D of this section or a request for a building permit or development approval, whichever occurs first. Such notice shall include a statement that the potential impacts of such development on system improvements are not adequately addressed by the development impact fee study, and that a supplemental study at the fee payer's expense will be required.

b. Circumstances that may lead to a determination of extraordinary impacts include, but are not limited to: 1) an indication that traffic generation from the proposed development or activity will exceed those typical for a facility or activity of its type, 2) an indication that employment generated by the development or activity will exceed those typical for a facility or activity of its type, 3) an indication the assumptions used in the development impact fee study underestimate the level of activity or impact on city capital facilities from the proposed development or activity, or 4) an indication that levels of calls for law enforcement, fire, or emergency services from developments or activities owned or operated by the fee payer or its agents exceed the assumptions used in the development impact fee study.

c. Within thirty (30) days following the designation of a development with extraordinary impacts, the city shall meet with the fee payer to discuss whether the fee payer wants to: 1) pay for the supplemental study necessary to determine the system improvement costs related to the proposed development, or 2) modify the proposal to avoid generating extraordinary impacts, or 3) withdraw the application for certification, building permit, or development approval.

d. If the fee payer agrees to pay for the supplemental study required to document the proposed development's proportionate share of system improvement costs, then the city and the fee payer shall jointly select an individual or organization acceptable to both to perform such study, the fee payer shall enter into a written agreement with such individual or organization to pay the costs of such study. Such agreement shall require the supplemental study to be completed within thirty (30) days of such written agreement, unless the fee payer agrees to a longer time.

e. Once the study has been completed, the fee payer may choose to: 1) pay the proportionate share of system improvement costs documented by the supplemental study, or 2) modify the proposed development to reduce such costs, or 3) withdraw the application. If the fee payer agrees to pay the system improvement costs documented in the supplemental study, that agreement shall be reduced to writing between the city and the fee payer prior to review and consideration of any application for any development approval or building permit related to the proposed development.

f. Notwithstanding any agreement by the fee payer to pay the proportionate share of system improvement costs documented by the supplemental study, nothing in this chapter shall obligate the city to approve development that results in an extraordinary impact.

D. Certification: After the development impact fees due for a proposed development have been calculated pursuant to the fee table or the individual assessment, the fee payer may request the development impact fee administrator or a designee for a certification of the amount of development impact fees due for that development. Within thirty (30) days after receiving such request, the development impact fee administrator or a designee shall issue a written certification of the amount of development impact fees due for the proposed development. Such certification shall establish the development impact fee so long as there is no material change to the particular project as identified in the individual assessment application, or the impact fee schedule set forth in the fee table. The certification shall include an explanation of the calculation of the impact fee including an explanation of factors considered under Idaho Code section 67-8207 and shall also specify the system improvement(s) for which the development impact fee is intended to be used.

E. Payment Of Fees:

1. All development impact fees due shall be paid to the city at the following times:

a. If a building permit or building placement permit is required, then at the time such permit is issued; or

b. If no building permit or building placement permit is required, then at the time that construction commences; or

c. At such other time as the applicant and the city have agreed to in writing, pursuant to applicable Idaho law.

2. All monies paid by a fee payer pursuant to the fee table shall be identified as development impact fees and shall be promptly deposited in the appropriate account(s) described in section 11-1-7 of this chapter.

3. A fee payer may pay a development impact fee under protest in order to avoid delay in the issuance of a building permit or development approval. A fee payer making a payment under protest shall not be estopped from exercising the right of appeal provided in section 11-1-10 of this chapter, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected.

11-1-6: SERVICE AREAS:

The following service areas are established for each development impact fee element:

A. The park impact fee service area shall include the entire city, and park impact fees may be expended for park capital facilities located anywhere in the city.

B. The street impact fee service area shall include the entire city, and street impact fees may be expended for street capital facilities located anywhere in the city.

C. The police impact fee service area shall include the entire city, and police impact fees may be expended for police capital facilities located anywhere in the city.

D. The fire/EMS impact fee service area shall include the entire city, and fire/EMS impact fees may be expended for fire/EMS capital facilities located anywhere in the city.

11-1-7: USE OF DEVELOPMENT IMPACT FEE FUNDS:

A. Establishment Of Trust Fund And Accounts:

1. A development impact fee trust fund (the “trust fund”) is hereby established for the purpose of ensuring that the development impact fees collected pursuant to this chapter are used to address impacts reasonably attributable to new development for which the development impact fees are paid.

2. The trust fund shall be divided into four (4) accounts: a police capital facilities account, a fire/EMS capital facilities account a, parks and recreation capital facilities account, and a street capital facilities account.

3. The development impact fee trust fund shall be maintained in an interest bearing account. The interest earned on each account shall not be governed by Idaho Code section 57-127, but shall be considered funds of the account and shall be subject to the same restrictions on uses of funds as the development impact fees on which the interest is generated.

4. Monies in each account shall be spent in the order collected, on a first in/first out basis.

B. Deposit And Management Of The Trust Fund:

1. All development impact fees collected by the city pursuant to this chapter shall be promptly deposited into the appropriate account in the trust fund.

2. The city shall maintain accounting records for each account.

3. As part of its annual audit process, the city shall prepare an annual report: a) describing the amount of all development impact fees collected, appropriated, or spent during the preceding year for each capital improvements element and service area; and b) describing the percentage of taxes and revenues from sources other than development impact fees collected, appropriated or spent for system improvements during the preceding year by capital improvements element and service area.

C. Limitations On Expenditures Of Fees In Accounts:

1. Park And Recreation Impact Fee: The monies collected from the park and recreation impact fee shall be used only to plan for, acquire, or construct park and recreation capital facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of park capital facilities within the city, or to reimburse the city for such costs.

2. Street Impact Fee: The monies collected from the street impact fee shall be used only to plan for and acquire or construct street capital facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of street capital facilities within the city, or to reimburse the city for such costs.

3. Police Impact Fee: The monies collected from the police impact fee shall be used only to plan for and acquire or construct police capital facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of public safety capital facilities within the city, or to reimburse the city for such costs.

4. Fire/EMS Impact Fee: The monies collected from the fire/EMS impact fee shall be used only to plan for and acquire or construct fire/EMS capital facilities, or to pay debt service on any portion of any future general obligation bond issue or revenue bond issue or similar instrument used to finance the acquisition or construction of public safety capital facilities within the city, or to reimburse the city for such costs.

5. Development Impact Fees: Development impact fees shall not be used to pay for any purpose that does not involve system improvements that create additional service available to serve new growth and development.

11-1-8: REFUNDS OF DEVELOPMENT IMPACT FEES PAID:

A. Duty To Refund: Development impact fees shall be refunded to the fee payer, or to a successor in interest, in the following circumstances:

1. Service is available but never provided;

2. A building permit, or permit for installation of a manufactured home, is denied or abandoned;

3. The fee payer pays a development impact fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the governmental entity was entitled to receive; or

4. The city has collected a development impact fee and has failed to appropriate or expend the collected fees pursuant to subsection B of this section.

B. Failure To Encumber Trust Funds Or Commence Construction: Any development impact fees paid shall be refunded if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was paid. Any refund due shall be paid to the owner of record of the parcel for which the development impact fees were paid. The city may hold development impact fees for longer than eight (8) years if it identifies in writing: 1) a reasonable cause why the fees should be held longer than eight (8) years; and 2) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the city complies with the previous sentence, then any development impact fees identified in such writing shall be refunded to the fee payer if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction on or before the date identified in such writing.

C. No Refund Due:

1. Later Changes To Development: After a development impact fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

D. Interest: Each refund shall include a refund of interest at one-half (1/2) the legal rate provided for in Idaho Code section 28-22-104 from the date on which the fee was originally paid.

E. Timing: The city shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the city shall send the refund to the owner of record within ninety (90) days after the city determines that a refund is due.

F. Standing: Any person entitled to a refund shall have standing to sue for a refund under the provisions of this chapter if there has not been a timely payment of a refund pursuant to subsections A through E of this section.

11-1-9: CREDITS AGAINST DEVELOPMENT IMPACT FEES:

A. Credits To Be Issued: When a developer, or their predecessor in title or interest, has constructed system improvements of the same category as a city capital improvements element, or contributed or dedicated land or money towards the completion of system improvements of the same category as a city capital improvements element, and the city has accepted such construction, contribution, or dedication, the city shall issue a credit against the development impact fees otherwise due for the same city capital improvements element in connection with the proposed development, as set forth in this section. Credit shall be issued regardless of whether the contribution or dedication to system improvements was required by the city as a condition of development approval or was offered by the developer and accepted by the city in writing, and regardless of whether the contribution or dedication was contributed by the developer or by a local improvement district controlled by the developer.

B. Limitations: Credits against development impact fees shall not be given for: 1) project improvements, or 2) any construction, contribution, or dedication not agreed to in writing by the city prior to commencement of the construction, contribution, or dedication. Credits issued for one city capital improvements element may not be used to reduce development impact fees due for a different capital improvements element. No credits shall be issued for system improvements contributed or dedicated prior to the effective date hereof.

C. Valuation Of Credit At Present Value:

1. Land: Credit for qualifying land dedications shall, at the fee payer's option, be valued at the present value of: a) one hundred percent (100%) of the most recent assessed value for such land as shown in the records of the county assessor, or b) that fair market value established by a private appraiser acceptable to the city in an appraisal paid for by the fee payer. In the event that city and the fee payer cannot agree upon an appraiser, either may petition the district court for appointment of an appraiser.

2. Improvements: Credit for qualifying acquisition or construction of system improvements shall be valued by the city at the present value of such improvements based on complete engineering drawings, specifications, and construction cost estimates submitted by the fee payer to the city. The city shall determine the amount of credit due based on the information submitted, or, if it determines that such information is inaccurate or unreliable, then on alternative engineering or construction costs acceptable to the city as a more accurate measure of the value of the offered system improvements to the city.

D. When Credits Become Effective:

1. Approved credits for land dedications shall become effective when the land has been conveyed to the city in a form acceptable to the city at no cost to the city, and has been accepted by the city. When such conditions have been met, the city shall note that fact in its records. Upon request of the fee payer, the city shall issue a letter stating the amount of credit available.

2. Approved credits for acquisition or construction of system improvements shall generally become effective when: a) all required construction has been completed and has been accepted by the city, b) a suitable maintenance and warranty bond has been received and approved by the city, and c) all design, construction, inspection, testing, bonding, and acceptance procedures have been completed in compliance with all applicable requirements of the city and the state of Idaho. Approved credits for the construction of system improvements may become effective at an earlier date if the fee payer posts security in the form of a performance bond, irrevocable letter of credit, or escrow agreement and the amount and terms of such security are accepted by the

development impact fee administrator or a designee. At a minimum, such security must be in the amount of the approved credit or an amount determined to be adequate to allow the city to construct the system improvements for which the credit was given, whichever is higher. When such conditions have been met, the city shall note that fact in its records. Upon request of the fee payer, the city shall issue a letter stating the amount of credit available.

E. Application Procedures:

1. In order to obtain a credit against development impact fees otherwise due, a fee payer shall submit a written offer to dedicate to the development impact fee administrator or a designee for specific parcels of qualifying land or a written offer to contribute or construct specific system improvements to the city capital facilities in accordance with all applicable state or city design and construction standards, and shall specifically request a credit against the type of development impact fees for which the land dedication or system improvement is offered. No request for a credit against development impact fees shall be accepted unless a written offer to dedicate, contribute, or construct has previously been approved in writing by the city.

2. After receipt of the request for credit, the development impact fee administrator or a designee shall review the request and determine whether the land or system improvements offered for credit will reduce the costs of providing city capital facilities by an amount at least equal to the value of the credit. If the development impact fee administrator or a designee determines that the offered credit satisfies that criterion, then the credit shall be issued. The city shall complete its review and determination of an application for credit within thirty (30) days after receipt of an application for credit.

F. Transferability Of Credit: A credit may only be transferred by the fee payer that has received the credit to a successor in interest pursuant to the terms of this chapter. The credit may be used only to offset development impact fees for the same city capital improvements element for which the credit was issued. Credits shall be transferred by any written instrument clearly identifying which credits issued under this chapter are being transferred, the dollar amount of the credit being transferred, and the city capital improvements element for which the credit was issued. The instrument of transfer shall be signed by both the transferor and transferee, and a copy of the document shall be delivered to the development impact fee administrator or a designee for documentation of the change in ownership before it shall become effective.

G. Accounting Of Credits: Each time a request to use approved credits is presented to the city, the city shall reduce the amount of the development impact fees for the type of fee for which the credit is provided, and shall note in the city’s records the amount of credit remaining, if any. Upon request of the fee payer or successor in interest to whom the credit was issued, the city shall issue a letter stating the amount of credit remaining.

H. Credits Exceeding Fee Amounts Due: If the credit due to a fee payer pursuant to subsections A through G of this section exceeds the development impact fee that would otherwise be due from the fee payer pursuant to section 11-1-5 of this chapter (whether calculated through the fee table in section 11-1-5 of this chapter or through an independent assessment), the fee payer may choose to receive such credit in the form of either: 1) a credit against future development impact fees due for the same capital improvements element, or 2) a reimbursement from development impact fees paid by future development that impacts the system improvements contributed or dedicated by the fee payer. Unless otherwise stated in an agreement with the fee payer, the city shall be under no obligation to use any city funds, other than development impact fees paid by other development for the same city capital improvements element, to reimburse the fee payer for any credit in excess of development impact fees due.

I. Written Agreement Required: If credit or reimbursement is due to the fee payer pursuant to this section, the city shall enter into a written agreement with the fee payer, negotiated in good faith, prior to the contribution, dedication, or funding of the system improvements giving rise to the credit. The agreement shall provide for the amount of credit or the amount, time and form of reimbursement, and shall have a term not exceeding ten (10) years.

11-1-10: APPEALS AND MEDIATION:

Disputes regarding decisions made in the application of this chapter shall be resolved through appeal to the city council, or through mediation, as set forth below:

A. Right To Appeal:

1. Any fee payer that is or may be obligated to pay a development impact fee, or that claims a right to receive a refund, reimbursement, or credit under this chapter, and who is dissatisfied with a decision made by the development impact fee administrator or a designee in applying this chapter, shall first request that the development impact fee administrator reconsider the decision. A fee payer requesting reconsideration shall state in writing to the development impact fee administrator the reasons why the fee payer believes the decision to be in error. The development impact fee administrator shall issue a written decision confirming or modifying the decision within fifteen (15) days of receipt of a written request for reconsideration.

2. Any fee payer that is dissatisfied with the decision of the development impact fee administrator upon reconsideration pursuant to subsection A1 of this section, may appeal such decision to the city council. The fee payer shall have the burden of proving by clear and convincing evidence that the decision was in error.

3. In order to pursue the appeal described in subsection A2 of this section, the fee payer shall file a written notice of the appeal with the development impact fee administrator or a designee within thirty (30) days after the date of the reconsideration, or the date on which the fee payer submitted a payment of development impact fees under protest, whichever is later. Such written application shall include a statement describing why the fee payer believes that the decision was in error, together with copies of any documents that the fee payer believes support the claim.

4. The city council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer shall have a right to be present and to present evidence in support of the appeal. The development impact fee administrator or designee who made the decision under appeal shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council in considering the appeal shall be whether: a) the decision or interpretation made by the development impact fee administrator after reconsideration, or b) the alternative decision or interpretation offered by the fee payer more accurately reflects the proportionate share of the costs of system improvements to city capital facilities necessary to serve new development and whether this chapter has been correctly applied. The city council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

B. Mediation:

1. Any fee payer that has a disagreement with the city regarding a development impact fee that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the city to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the city.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to subsection A of this section.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in subsection A of this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the city, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the parties, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

11-1-11: ENFORCEMENT AND COLLECTION:

When any development impact fee is due pursuant to the terms of this chapter, or pursuant to the terms of any written agreement between a fee payer and the city authorized by this chapter, and such fee has not been paid in a timely manner, the city may exercise any or all of the following powers, in any combination, to enforce the collection of the fee:

A. The city may withhold building permits or other development approvals related to the development for which the fee is due until all development impact fees due have been paid.

B. The city may withhold utility services from the development for which the fee is due until all development impact fees due have been paid.

C. The city may add to the amount of the fee interest at the legal rate provided for in Idaho Code section 28-22-104 from the date on which the fee was due.

D. The city may impose liens for failure to timely pay a development impact fee following procedures contained in chapter 5, title 45, Idaho Code.

11-1-12: MISCELLANEOUS PROVISIONS:

A. Nothing in this chapter shall be construed to create any additional right to develop real property or diminish the power of the city in regulating the orderly development of real property.

B. Nothing in this chapter shall obligate the city to approve any development request that may reasonably be expected to reduce levels of service below minimum acceptable levels established in the development impact fee study.

C. Nothing in this chapter shall restrict or diminish the power of the city: 1) to impose reasonable conditions on the annexation of any property to the city in accordance with Idaho Code, including conditions for recovery of project or system improvement costs required as a result of such voluntary annexation, or 2) to negotiate and execute development agreements that may impose additional conditions on development, including the recovery of project or system improvement costs, either in connection with a proposed annexation or in connection with any other development within the city.

D. Notwithstanding any other provision of this chapter, that portion of a project for which a complete application for a building permit has been received by the city prior to the effective date hereof shall not be subject to the development impact fees imposed by this chapter. If the resulting building permit is later revised or replaced after the effective date hereof, and the new building permit reflects a development density, intensity, or number of units more than ten percent (10%) higher than that reflected in the original building permit, then development impact fees may be charged on the difference in density, intensity, or number of units between the original and the revised or replacement building permit.

E. Nothing in this chapter shall restrict the city from requiring fee payer or an applicant for a development approval or building permit to construct reasonable project improvements required to serve the applicant's project, provided that such request does not duplicate a system improvement in a category for which costs were included in the development impact fee study.

F. Any monies, including any accrued interest not assigned to specific system improvements within such capital improvements program and not expended pursuant to section 11-1-7 of this chapter or refunded pursuant to section 11-1-8 of this chapter shall be retained in the same account until the next fiscal year.

G. The city shall be entitled to collect and retain a surcharge on each development impact fee collected in order to recoup that portion of the cost of preparing the capital improvements plan that is attributable to determining the development impact. Such surcharge does not exceed each development's proportionate share of the cost of preparing the plan.

H. If the city discovers an error in the development impact fee study that results in assessment or payment of more than a proportionate share of system improvement costs on any proposed development, the city shall: 1) adjust the development impact fee to collect no more than a proportionate share or 2) discontinue the collection of any development impact fees until the error is corrected by ordinance.

I. If development impact fees are calculated and paid based on a mistake or misrepresentation, they shall be recalculated. Any amounts overpaid by a fee payer shall be refunded by the city within thirty (30) days after the City's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code section 28-22-104 from the date on which the fee was paid. Any amounts underpaid by the fee payer shall be paid to the City within thirty (30) days after the City's acceptance of the recalculated amount, with interest at the legal rate provided for in Idaho Code section 28-22-104 from the date on which the fee was paid. In the case of an underpayment to the City, the City may withhold issuance of building permits or development approvals for the project for which the development impact fee was paid until such underpayment is corrected, and if amounts owed to the City are not paid within such thirty (30) day period, the City may also repeal any building permits or development approvals issued in reliance on the previous payment of such development impact fee and refund such fee to the fee payer.

J. The City Council shall consider the Development Impact Fee Advisory Committee's recommended revision(s) to this chapter at least once every twelve (12) months. The committee's recommendations and the City Council's actions are intended to ensure that the benefits to a fee paying development are equitable, in that the fee charged to the development shall not exceed a proportionate share of the costs of system improvements, and the procedures for administering development impact fees remain efficient.

K. Nothing in this chapter shall be construed to prevent or prohibit private agreements between developers, the City, the Idaho Transportation Department, and/or other governmental entities in regard to the construction or installation of system improvements or providing for credits or reimbursements for system improvement costs incurred by a developer or fee payer, including interproject transfers of credits, or providing for reimbursement for project improvements that are used or shared by more than one development project. If it can be shown that a proposed development has a direct impact on a public facility under the jurisdiction of the Idaho Transportation Department, then the agreement shall include a provision for the allocation of development impact fees collected from the developer or fee payer for the improvement of the public facility by the Idaho Transportation Department.

11-1-13: PENALTY FOR VIOLATION:

A. Violation of this chapter shall be a misdemeanor and shall subject the violator to those remedies provided in section 1-4-1 of this Code.

B. Knowingly furnishing false information to any official of the City charged with the administration of this chapter on any matter relating to the administration of this chapter, including, without limitation, the furnishing of false information regarding the expected size, use, or impacts from a proposed development, shall be a violation of this chapter.

Appendix C

Title 10 Chapter 12 Section 3-11: STORMWATER RETENTION/DETENTION:
No Residential Plat shall be approved unless it includes provision for stormwater retention/detention.

A) Construction Standards: Stormwater Retention/Detention areas shall meet the standards found in City of Twin Falls revisions to ISPWC (Idaho Standard for Public Works Construction) and/or The City of Twin Falls Parks Department Design Manual, whichever is applicable.

B) Dedication and Maintenance: Stormwater retention/detention facilities may be dedicated to the City upon completion, and acceptance, of all required improvements. Irrevocable Restrictive Covenants for each development shall be required in order to provide the City with the right to add a fee to the water bill of each account within the development, for the purpose of maintaining stormwater facilities.

Appendix D

"SUMMARY OF
TWIN FALL CITY ORDINANCE NO. 2021-017

Section 1 of the ordinance amends the City of Twin Falls 2016 Comprehensive Plan "Grow with Us" by adding the Impact Fee Study, and Capital Improvements Plan, as an Appendix. This Study contains the information required by Idaho State Statutes to substantiate the collection and expending of police, fire, parks, and streets impact fees. These fees are strictly allocated for system improvements as identified within the Capital Improvement Plan to maintain the levels of service found within the City of Twin Falls.

Section 2 of the ordinance repeals *City Code Title 10 Chapter 18: City of Twin Falls Impact Fees* in its entirety. The new *City Code Title 11: City of Twin Falls Impact Fees* is mostly a change in location within City Code, with the majority of the content being a copy of the original. The new title contains updated references, definitions, and regulations to reflect changes in Idaho State Statutes. The reason for the move is to more clearly separate the Impact Fee Program from land use regulations and allow for quicker updates when directed by City Council and in response to Idaho State Legislative updates. Also, section 11-1-13 provides that a violation of the new Chapter is a misdemeanor.

Section 3 of the ordinance repeals *City Code Title 10 Chapter 12 Section 3-11: Parks and Stormwater Retention/Detention* in its entirety. The New *City Code Title 10 Chapter 12 Section 3-11: Stormwater Retention/Detention* removed all elements of the public Park dedication requirements for new subdivisions, while maintaining the requirement for all subdivisions to design for, and maintain, the stormwater created by development of property. This change was necessary in order to implement the new Impact Fee Program whereby new public park land in subdivisions will be paid for, and constructed by, Impact Fees.

Section 4 of the ordinance makes Ordinance No. 2021-017 effective immediately following its passage, approval and publication.

Section 5 of the ordinance allows Ordinance No. 2021-017 to be published in summary rather than the entire ordinance.

The foregoing summary is true and complete and provides adequate notice to the public of the principal provisions of the ordinance.

The full text of Ordinance No. 2021-017 is available at city hall, a copy of which will be provided upon request.

Shayne Nope, City Attorney"

Date:	Monday, October 11, 2021
To:	Honorable Mayor and City Council
From:	Jonathan Spendlove, Planning & Zoning Director

Request:

ACTION ITEM: Public hearing on fee and rate increases for the City of Twin Falls.

Time Estimate:

The estimated amount of time for this hearing is 5 minutes, with additional time for Council questions and public input.

Background:

Engineering

The City of Twin Falls staff have done extensive research in analyzing the fees charged by the Engineering department. Some of these fees have not been updated since 1978 and we have found that what we are currently charging does not even cover hard costs of publishing, let alone staff time involved in the process. The increases proposed are needed to help offset the cost of providing services to the City of Twin Falls.

Planning & Zoning

The City of Twin Falls staff have done extensive research in analyzing the fees charged by the Planning and Zoning (P&Z) department. Many of these fees have not been updated since 1996 and we have found that what we are currently charging does not even cover hard costs of publishing, let alone staff time involved in the process. Recent invoices for the public notice requirement were considered, with average costs coming in around $50 to $200 per notice. Average public hearings take anywhere from an hour to up to three hours, with all required staff time averaging $317 per hour; this includes the City Attorney, P&Z Director, Assistant City Engineer, Staff Planner, IT and Admin Assistant. Preparation and review time vary greatly, but are estimated from $220 - $1,200, depending on the application. Staff have considered all these factors in addition to comparing fees with the five cities close to Twin Falls in size plus Twin Falls County to further analyze what is reasonable.

On September 9th, City Staff hosted a special meeting to discuss Impact and Development Fee increases with the development community. During that meeting, many items were discussed, the fee amounts presented with the itemized time schedules for each application. They were further invited to attend the September 13th Public Hearing where impact fees were to be discussed by the City Council.

Utility Billing

There were some clean up items that needed to be addressed with Utility Billing Fees. These items were redundant, or are no longer part of services we offer.

Approval Process:

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

Budget Impact:

The increased revenue is necessary to help fund increasing costs and operational expenses within the City of Twin Falls.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

Staff recommends the Council adopt the proposed fees in the City-wide master fee schedule with an effective date of October 11, 2021 for non Impact Fee related items; and an effective Date of November 15, 2021 for Impact Fee related items.

Attachments

City-wide master fee schedule Resolution 2021- – adjusted for new fees – August 9, 2021.
Exhibit A – New Fees published
Exhibit B – Master City-wide Fee schedule and footnotes
Exhibit C – Master City-wide Fee schedule changes

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, PROPOSING NEW FEES AND AMENDING THE CITY'S MASTER FEE SCHEDULE.

Section 1: Proposed New Fees and Proposed Fee increase in excess of five percent (5%).

WHEREAS, Pursuant to Idaho Code Sections 63-1311 and 63-1311A the City would like to establish new fees and increase certain fees by more than five percent (5%); and,

WHEREAS, Pursuant to Idaho Code Section 63-1311A the City must hold a public hearing prior to approving a new fee or a fee increase in excess of five percent (5%); and,

WHEREAS, Notice of the Public Hearing was properly given pursuant to Idaho Code Section 63-1311A; and,

WHEREAS, Attached hereto and incorporated herein as Exhibit A is a list of all proposed new fees and proposed fee increases in excess of five percent (5%).

Section 2: Proposed Master Fee Schedule

WHEREAS, Attached hereto and incorporated herein as Exhibit B is the Master Fee Schedule, with proposed amounts.

WHEREAS, The City would like to repeal all other fee resolutions that are inconsistent with this Resolution.

WHEREAS, Attached hereto and incorporated herein as Exhibit C is a list of all changes made as part of the new Master Fee Schedule regardless of the amount.

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

Section 1: That the proposed new fees and fee increases listed in Exhibit A are approved.

Section 2: That the Master Fee Schedule, attached as Exhibit B, is approved and that all prior resolutions or parts thereof inconsistent with this Resolution are repealed.

PASSED BY THE CITY COUNCIL ______________, 2021.
SIGNED BY THE MAYOR ______________, 2021.

____
MAYOR

ATTEST:

____
DEPUTY CITY CLERK

Exhibit A

CITY OF TWIN FALLS NOTICE OF PUBLIC HEARING

MONDAY OCTOBER 11, 2021, 6:00 P.M.

TWIN FALLS CITY COUNCIL CHAMBERS

203 MAIN AVE EAST, TWIN FALLS, IDAHO

For the Purpose of Hearing Public Comments Regarding the Increases in

FEES

Beyond the Limits Prescribed by Idaho Code Section 63-1311A

The Proposed Fees Exceed 105% of the Fees Last Collected or are New Fees

Notice is hereby given that the City Council of the City of Twin Falls, Idaho, will hold a public hearing for consideration of proposed fee increases and new fees, said hearing to be held at Twin Falls City Council Chambers, Twin Falls, Idaho no sooner than 6:00 p.m., on October 11, 2021.

The City of Twin Falls has proposed to increase fees by an amount that exceeds one hundred five percent of the current fee or is a new fee. The proposed increases and new fees would have the following impact on current fees:

Source of Fees	Current Fees	New Fees	%Change
Engineering			
Subdivision review - preliminary plat flat fee	$50.00	$900.00	1700%
Subdivision review - preliminary plat per lot	$10.00	$25.00	150%
Subdivision review - final plat flat fee	$50.00	$400.00	700%
Subdivision review - final plat per lot	$10.00	$25.00	150%
Subdivision review - conveyance plat flat fee		$900.00	New Fee
Subdivision review - conveyance plat per lot		$25.00	New Fee
Impact Fees			
Fire residential	$694.00	$871.00	26%
Fire non-residential	$0.35	$0.44	26%
Parks residential	$644.00	$1,512.00	135%
Street single-family	$550.00	$1,327.00	141%
Street multi-family	$361.00	$710.00	97%
Street retail	$2.63	$2.94	12%
Street office	$0.81	$1.75	116%
Street institutional	$0.16	$0.33	106%
Planning & Zoning			
Annexation	$200.00	$1,200.00	500%
Appeal or readvertisement at applicant's request	$50.00	$500.00	900%
Comprehensive plan amendment	$150.00	$1,500.00	900%
Home occupation/oversized shed SUP (and appeal)	$50.00	$100.00	100%
Non-conforming building expansion permit	$50.00	$250.00	400%
Non-conforming building expansion waiver	$50.00	$100.00	100%
PUD or ZDA modification	$215.00	$1,000.00	365%
Rezone with PUD/ZDA	$215.00	$1,500.00	598%
Rezone without PUD/ZDA	$180.00	$1,200.00	567%
Sign - Permanent with inspection	$100.00	$500.00	400%
Sign - Permanent without inspection	$50.00	$100.00	100%
Special use permit	$50.00	$500.00	900%
Special use revocation	$50.00	$250.00	400%
Vacation	$250.00	$700.00	180%
Variance	$110.00	$500.00	355%
Wireless communication facilities (admin)	$50.00	$500.00	900%
Wireless communication facilities (SUP)	$50.00	$1,000.00	1900%
Zoning title amendment	$200.00	$1,500.00	650%

The increased revenue from these fees is necessary to offset the cost of services.

At said hearing all interested persons may appear and show cause, if any they have, why said proposed increases should not be adopted.

Dated this 20th day of September 2021

Publish: September 30 & October 7, 2021

Exhibit B

MASTER CITY-WIDE FEE SCHEDULE

Department	Description	Fee Amount	Fee Description
Airport	Private hangar land lease	$ 0.150	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	FBO land lease	$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Commercial land lease	$ 0.168	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Landing Fee (FAA 121, 135, or any acft over 12,500 lbs	$ 1.540	Each, per thousand lbs. MGLW, $12.24 min (see footnote Airport #2)
Airport	Airline terminal rates	$ 15.690	Per sq. ft., annual/ with CPI escalation adjust (see footnote Airport #1)
Airport	Restaurant	$ 672.900	Monthly with annual CPI escalation adjust (see footnote Airport #1)
Airport	Car rental rates	10%	Monthly % gross revenue, $25,000 MAG
Airport	Non-tenant car rental permit	$ 150.000	Annual (see footnote Airport #3)
Airport	ARFF (over 9 seats)	$ 78.800	Per hour, $78.80 minimum (see footnote Airport #4)
Airport	Fuel flowage	$ 0.080	Per gallon, monthly
Airport	Security charge	$ 20.000	Each, per hour of service (See footnote Airport #5)
Airport	Tie downs to FBO's, STD Size	$ 6.000	Monthly
Airport	Tie downs to FBO's, Over-Sized	$ 7.000	Monthly
Airport	Interest on past due	12%	Per annum, monthly
Airport	Parking violation, paid within 3 days	$ 35.000	
Airport	Parking violation, paid outside of 3 days	$ 50.000	
Airport	Parking violation, collection	$ 25.000	
Building	Building permit fee $1-$500	$ 22.000	Per application (see footnote Building #1)
Building	Building permit fee $501-$2,000	$ 22.000	For the first $500 + $2.75 for each add'l $100 or fraction thereof
Building	Building permit fee $2,001.00 to $25,000.00	$ 63.000	For the first $2k + $12.50 for each add'l $1k or fraction thereof
Building	Building permit fee $25,001-$50,000	$ 352.000	For the first $25k + $9 for each add'l $1k or fraction thereof
Building	Building permit fee $50,001 to $100,000	$ 580.000	For the first $50k + $6.25 for each add'l $1k or fraction thereof
Building	Building permit fee $100,001 to $500,000	$ 895.000	For the first $100k + $5 for each add'l $1k or fraction thereof
Building	Building permit fee $500,001 to $1,000,000	$ 2,855.000	For the first $500k + $4.25 for each add'l $1k or fraction thereof
Building	Building permit fee $1,000,001.00 and up	$ 4,955.000	for the first $1,000,000.00 + $2.75 for each add'l $1k or fraction thereof
Building	Commercial Plan Review Fee		65% of the building permit fee
Building	Residential Plan Review Fee		30% of the building permit fee
Building	Residential demolition permit	$ 22.000	
Building	Commercial demolition permit	$ 42.000	
Building	Permit to move a building	$ 42.000	
Building	Swimming pool permit	$ 50.000	
Building	Re-inspection fee	$ 50.000	
Building	Inspections for which no fee is specified	$ 42.000	Per hour, min 1/2 hour (see footnote Building #2)
Building	Inspection outside of business hours	$ 42.000	Per hour, min 2 hours (see footnote Building #2)
Building	Additional plan review fee	$ 50.000	For all changes, additions, or revisions requiring review
Building	Temporary certificate of occupancy	$ 1,000.000	refunded upon approved inspection of outstanding work items
Building	Use of outside consultant		Actual costs include administrative and overhead costs
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 0-2,500 sq. ft.	$ 120.000	Finished and unfinished, excluding garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical, and Plumbing residential permit (1 and 2 family dwellings) 2,501-4,000 sq. ft.	$ 155.000	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical and Plumbing residential permit (1 and 2 family dwellings) 4,001+ sq. ft.	$ 200.000	Finished and unfinished, excl. garages and covered patios (see footnote Building #3)
Building	Mechanical, Electrical and Plumbing Other Installations	$ 50.000	Flat fee (see footnote Building #4)
Building	Mechanical, Electrical and Plumbing Commercial Permit $501 - $10,000	$ 60.000	Plus $.02 x project value (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit $10,001-$100,000	$ 260.000	(Project value - $10,000) x $.01) + base fee ($260) - (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing Commercial Permit $100,001+	$ 1,160.000	(Project value - $100,00) x $.005) + base fee ($1,160) - (project value includes contract price of work plus value of owner supplied equipment and labor)
Building	Mechanical, Electrical and Plumbing requested inspection fee	$ 42.000	Per hour, 1/2 hour min
Building	Mechanical, Electrical and Plumbing re-inspection fee	$ 50.000	
Building	Mechanical, Electrical and Plumbing plan check fee	$ 42.000	Per hour, 1/2 hour min
Building	Small work permit	$ 10.000	(see footnote Building #5)

Exhibit B

MASTER CITY-WIDE FEE SCHEDULE

Building	Work without permit - first violation fee	$	100.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - second violation fee	$	250.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - third violation fee	$	500.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Building	Work without permit - fourth and subsequent fee	$	1,000.000	Or double the required permit fee - whichever is greater (see footnote Building #6)
Code Enforcement	Animal permits small animal	$	2.000	
Code Enforcement	Animal permits large animal	$	5.000	
Code Enforcement	Duplicate dog tags	$	1.000	
Code Enforcement	Fines not paid within 45 days	$	25.000	In addition to parking ticket of $35 and $75
Code Enforcement	Kennel fees	$	100.000	Annual
Code Enforcement	Parking tickets	$	35.000	
Code Enforcement	Parking tickets if not paid within 3 days	$	50.000	
Code Enforcement	Vehicles, equipment, prohibited on property 1st violation	$	100.000	
Code Enforcement	Vehicles, equipment, prohibited on property 2nd violation	$	200.000	
Code Enforcement	Vehicles, equipment, prohibited on property 3rd and subsequent violations	$	300.000	
Code Enforcement	Watering violations through stage 2 first violation	$	40.000	
Code Enforcement	Watering violations through stage 2 second violation	$	80.000	
Code Enforcement	Watering violations through stage 2, third and subsequent violations	$	120.000	
Code Enforcement	Watering violations through stage 3 first violation	$	80.000	
Code Enforcement	Watering violations through stage 3 second violation	$	160.000	
Code Enforcement	Watering violations through stage 3 third and subsequent violations	$	240.000	
Code Enforcement	Weed/rubbish violations first violation	$	100.000	
Code Enforcement	Weed/rubbish violations second violation	$	200.000	
Code Enforcement	Weed/rubbish violations third and subsequent violations	$	300.000	
Engineering	Right-of-way permit	$	50.000	Flat fee
Engineering	Right-of-way permit, expiration penalty	$	15.000	Per day
Engineering	Improvement reimbursement - application	$	200.000	Flat fee
Engineering	Improvement reimbursement - per lot	$	10.000	Per lot
Engineering	Improvement reimbursement for developments > 200 lots			Actual cost in time & materials
Engineering	Subdivision review - preliminary plat	$	900.000	Flat fee
Engineering	Subdivision review - preliminary plat	$	25.000	Per lot
Engineering	Subdivision review - final plat	$	400.000	Flat fee
Engineering	Subdivision review - final plat	$	25.000	Per lot
Engineering	Subdivision review - conveyance plat	$	900.000	Flat fee
Engineering	Subdivision review - conveyance plat	$	25.000	Per lot
Engineering	Subdivision construction plan review - paving	$	75.000	Flat fee
Engineering	Subdivision construction plan review - paving	$	10.000	Per lot
Engineering	Subdivision construction plan review (3rd) - paving	$	5.000	Per lot
Engineering	Subdivision construction plan review - water	$	50.000	Flat fee
Engineering	Subdivision construction plan review - water	$	7.000	Per lot
Engineering	Subdivision construction plan review (3rd) - water	$	7.000	Per lot
Engineering	Subdivision construction plan review - sanitary sewer	$	50.000	Flat fee
Engineering	Subdivision construction plan review - sanitary sewer	$	7.000	Per lot
Engineering	Subdivision construction plan review (3rd) - sanitary sewer	$	7.000	Per lot
Engineering	Subdivision construction inspection	$	500.000	Flat Fee
Engineering	Subdivision construction inspection	$	25.000	Per lot
Engineering	Water service permit - 1 inch water service	$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 1 1/2 inch water service	$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit - 2 inch water service	$	55.350	Assessed at subdivision construction plan approvals
Engineering	Water service permit > 2 inch			Fee determined by City Engineer
Engineering	Water service permit - nonstandard			Fee determined by City Engineer
Engineering	Water meter fee - 1 inch (Badger model #55)	$	355.080	Assessed with building permit
Engineering	Water meter fee - 1 1/2 inch (Badger model #120)	$	670.080	Assessed with building permit
Engineering	Water meter fee - 2 inch (Badger model #170)	$	873.840	Assessed with building permit
Engineering	Water service (complete) - 1 inch	$	1,989.810	Complete water service- mainline connection to meter
Engineering	Water service (complete) - 1 1/2 inch	$	2,987.220	Complete water service- mainline connection to meter

Exhibit B

MASTER CITY-WIDE FEE SCHEDULE

Engineering	Water service (complete) - 2 inch	$	3,499.730	Complete water service- mainline connection to meter
Engineering	Water service (complete) - > 2 inch			Fee determined by City Engineer
Engineering	Water service (complete) - nonstandard service size			Fee determined by City Engineer
Engineering	Water main connection - 1 inch tap	$	150.000	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 1 1/2 inch tap	$	150.000	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 2 inch tap	$	150.000	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 4 inch tap	$	1,233.990	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 6 inch tap	$	1,395.700	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 8 inch tap	$	1,863.470	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 10 inch tap	$	2,635.120	Connections to live water mains (tap by City crew)
Engineering	Water main connection - 12 inch tap	$	4,069.890	Connections to live water mains (tap by City crew)
Engineering	Water modeling - spot check	$	200.000	Spot check for static water pressure and fire flow
Engineering	Water modeling - proposed infrast. for new development			Fee determined by City Engineer
Engineering	Sewer modeling fee - proposed infrast. for new development			Fee determined by City Engineer
Engineering	Sewer service connection - permit	$	15.000	Processing the permit
Engineering	Sewer service connection inspection	$	90.000	Inspection of sewer service connection to main line
Fire	Blasting agents	$	25.000	
Fire	Blasting explosives	$	25.000	
Fire	Blasting bulk storage permit	$	100.000	
Fire	Daycare inspections	$	25.000	
Fire	Fireworks for public display permits	$	125.000	
Fire	Fire inspection reporting fee	$	30.000	Life safety systems, 3rd party reporting (LIV)
Fire	Fuel storage new installation	$	120.000	Inspections for above ground storage tanks
Fire	Fuel storage new installation above ground, under 1,100 gallons	$	50.000	
Fire	Fuel storage alter, modify, repair existing tank	$	50.000	
Fire	Fuel storage remove, abandon, place out of service	$	25.000	
Fire	Inspection of temporary firework stand	$	25.000	
Fire	Safe & sane firework application	$	25.000	
Fire	Temporary fireworks storage	$	100.000	
Fire	Tent structure permit	$	50.000	Over 400 sq. ft. or for an awning over 750 sq. ft.
General	Alcohol permit	$	20.000	Per day
General	Airport violations	$	300.000	
General	Auctioneer's license	$	25.000	Annual
General	Beer license	$	200.000	Draught beer and bottled or canned beer annual
General	Bench permit	$	50.000	
General	Burglar alarm systems 3rd false alarm	$	25.000	
General	Burglar alarm systems 4th false alarm	$	50.000	
General	Burglar alarm systems 5th false alarm	$	75.000	
General	Burglar alarm systems 6 and more	$	100.000	
General	Card room license fee	$	10.000	Each table
General	Commercial vending license fee	$	100.000	Annual
General	Copies per page	$	0.200	Per page over 100
General	Cost of disk	$	10.000	
General	Cutting a curb permit	$	10.000	
General	Going out of business license	$	25.000	
General	Jewelry auction sale permit	$	25.000	
General	Parade application	$	25.000	
General	Proposed wine application	$	50.000	Investigation and expense
General	Proposed wine application transfer	$	50.000	Investigation and expense
General	Solicitor's fee	$	25.000	Three months
General	Solicitor's bond	$	500.000	
General	Sound truck license	$	5.000	Per month
General	Sound truck license	$	20.000	Annual
General	Stopping, standing, parking violation, paid in 3 days	$	35.000	
General	Stopping, standing, parking violation, paid > 3 days	$	50.000	

Exhibit B

MASTER CITY-WIDE FEE SCHEDULE

General	Termination of beer license, consumed off premise	$	0.250	Bottle or canned beer only, % of license fee
General	Termination of beer license, consumed on premise	$	0.750	Bottle or canned beer only, % of license fee
General	Towing and storing (initial day)	$	4.000	Per day
General	Towing and storing (subsequent days)	$	1.000	Per day
General	Traffic violation	$	100.000	
General	Tree service license	$	25.000	
General	Wine license	$	200.000	Per retail license and each wine by the drink, annual
Golf	Adult single	$	565.000	
Golf	Adult couple	$	840.000	
Golf	Senior single	$	490.000	
Golf	Senior couple	$	765.000	
Golf	Each additional child	$	70.000	
Golf	Corporate up to 50 employees	$	5,000.000	Plus $100 for each add'l employee
Golf	Corporate up to 50 employees including spouses	$	7,500.000	Plus $150 for each add'l employee
Golf	College	$	315.000	
Golf	Junior	$	160.000	
Golf	Non-Resident	$	33.500	
Golf	Cart fees stored cart	$	265.000	
Golf	Cart fees haul on cart	$	185.000	
Golf	Cart fees locker	$	40.000	
Golf	Punch card - 10 rounds 9 holes	$	120.000	
Golf	Punch card - 10 rounds 18 holes	$	150.000	
Golf	Adult/senior 9 holes	$	16.000	
Golf	Adult/senior 18 holes	$	24.000	
Golf	Junior	$	10.000	
Golf	Specials twilight/rainy/windy	$	16.000	
Golf	Specials winter (nov-jan)	$	10.000	
Impact Fee	Impact fee - fire residential	$	871.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - fire non-residential	$	0.440	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police residential	$	218.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - police non-residential	$	0.100	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - parks residential	$	1,512.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street single-family	$	1,327.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street multi-family	$	710.000	Per dwelling unit. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street retail	$	2.940	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street office	$	1.750	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street industrial	$	0.540	Per sq. ft. (see footnote Impact Fee #1)
Impact Fee	Impact fee - street institutional	$	0.330	Per sq. ft. (see footnote Impact Fee #1)
IT	Aerial reproduction processing fee	$	18.000	(see Footnote IT #1-3)
IT	Aerial reproduction fee (1-99 .tif)	$	36.000	(see Footnote IT #1-3)
IT	Aerial reproduction fee (>100 .tif)	$	3,640.000	(see Footnote IT #1-3)
Parks	Band shell rental (initial day)	$	50.000	Per day
Parks	Band shell rental (subsequent days)	$	15.000	Per day
Parks	Court rental	$	4.000	Per hour, per court
Parks	Electrical outlets - all	$	50.000	Per day
Parks	Electrical outlet - one	$	5.000	Per day, per outlet
Parks	Motorized vehicles other than buses	$	5.000	Per day
Parks	Motorized vehicles buses	$	20.000	Per day
Parks	Motorized vehicles school buses	$	5.000	Per day
Parks	Motorized vehicles season pass	$	25.000	Per vehicle
Parks	Motorized vehicles coupon book	$	30.000	20 coupons
Parks	PA system rental	$	15.000	Per day
Parks	Replacement Key Fee (City Parks)	$	30.000	
Parks	Shelter rental	$	25.000	7 hours
Parks	Table rental	$	10.000	Per 7 hr time block

Exhibit B
MASTER CITY-WIDE FEE SCHEDULE

Parks	Trash removal (over 500 people, over 3 hours)	$	20.000	Per hour for one employee
Parks	Trash removal (over 750 people, over 3 hours)	$	40.000	Per hour for two employees
Planning & Zoning	Annexation	$	1,200.000	
Planning & Zoning	Appeal or readvertisement at applicant's request	$	500.000	
Planning & Zoning	Certificate of appropriateness	$	100.000	
Planning & Zoning	Comprehensive plan amendment	$	1,500.000	
Planning & Zoning	Home occupation/oversized shed SUP (and appeal)	$	100.000	
Planning & Zoning	Investigation fee			Cost of investigation + cost of permit required
Planning & Zoning	Non-conforming building expansion permit	$	250.000	
Planning & Zoning	Non-conforming building expansion waiver	$	100.000	
Planning & Zoning	Publication costs			Publication costs
Planning & Zoning	PUD or ZDA modification	$	1,000.000	
Planning & Zoning	Rezone with PUD/ZDA	$	1,500.000	
Planning & Zoning	Rezone without PUD/ZDA	$	1,200.000	
Planning & Zoning	Sign - Impound Recovery Fee	$	25.000	
Planning & Zoning	Sign - Permanent with inspection	$	500.000	
Planning & Zoning	Sign - Permanent without inspection	$	100.000	
Planning & Zoning	Sign - Temporary	$	25.000	Per sign; per instance
Planning & Zoning	Sign - Temporary: for non-profit & non-commercial	$	-	
Planning & Zoning	Special use permit	$	500.000	
Planning & Zoning	Special use revocation	$	250.000	
Planning & Zoning	Vacation	$	700.000	
Planning & Zoning	Variance	$	500.000	
Planning & Zoning	Wireless communication facilities (admin)	$	500.000	
Planning & Zoning	Wireless communication facilities (SUP)	$	1,000.000	
Planning & Zoning	Zoning verification letter - PCR	$	250.000	
Planning & Zoning	Zoning title amendment	$	1,500.000	
Police	Fingerprinting services	$	10.000	For up to 2 cards per person
Police	Pawnshops, brokers, secondhand dealers license	$	500.000	Annual
Police	Pawnshops, brokers, secondhand dealers license	$	250.000	Semi-annual
Police	Pawnshops, brokers, secondhand dealers license	$	50.000	Dealers that purchase < 10 goods per month
Police	Pawnshops, brokers, secondhand dealers violation	$	300.000	
Police	Pawnshops employee fingerprint (new)	$	10.000	
Police	Private security service license employee (new/renewal)	$	50.000	
Police	Private security service license employee application	$	25.000	
Police	Private security service license employee admin (renewal)	$	15.000	
Police	Private security service license business (new/renewal)	$	50.000	
Police	Private security service license business admin (renewal)	$	15.000	
Police	Private security service license employee 3rd year (new/renewal)	$	50.000	
Police	Private security service license employee 3rd year admin (renewal)	$	15.000	
Police	Public records requests labor charge			Labor cost when over 2 hours
Police	Special event permit	$	25.000	
Police	Transient vendor FBI fingerprint license	$	43.250	
Pool	30 day passes family TF	$	62.000	
Pool	30 day passes family non TF	$	67.000	
Pool	30 day passes single TF	$	42.000	
Pool	30 day passes single non TF	$	47.000	
Pool	30 day passes 60 & older (TF)	$	39.000	
Pool	30 day passes 60 & older (non TF)	$	44.000	
Pool	300 Mile swim club pass holder	$	10.000	
Pool	300 Mile swim club non-pass holder	$	20.000	
Pool	Annual passes single TF	$	270.000	
Pool	Annual passes single non TF	$	320.000	
Pool	Annual passes family TF	$	470.000	
Pool	Annual passes family non TF	$	520.000	

Pool	Annual passes 60 & older (TF)	$	240.000	
Pool	Annual passes 60 & older (non TF)	$	290.000	
Pool	Birthday party	$	75.000	
Pool	CSI Rec Center - month only family TF	$	35.000	
Pool	CSI Rec Center - month only family non TF	$	39.000	
Pool	CSI Rec Center - month only single TF	$	20.000	
Pool	CSI Rec Center - month only single non TF	$	24.000	
Pool	CSI Rec Center - month only 60 & older (TF)	$	18.000	
Pool	CSI Rec Center - month only 60 & older (non TF)	$	22.000	
Pool	Daily admissions 2 years & under (with paying adult)	$	-	
Pool	Daily admissions 3-11 years	$	3.000	
Pool	Daily admissions 12-17 years	$	4.000	
Pool	Daily admissions 18-59 years	$	5.000	
Pool	Daily admissions 60 years & older	$	4.000	
Pool	Hurricanes year around pass holder	$	45.000	
Pool	Hurricanes year around non-pass holder	$	65.000	
Pool	Hurricanes summer pass holder	$	85.000	
Pool	Hurricanes summer non-pass holder	$	115.000	
Pool	Kayak day	$	10.000	
Pool	Lane rental	$	25.000	
Pool	Lifeguard class pass holder	$	200.000	
Pool	Lifeguard class non-pass holder	$	250.000	
Pool	Lifeguard class with waterfront pass holder	$	250.000	
Pool	Lifeguard class with waterfront non-pass holder	$	300.000	
Pool	Lifeguard class Recertification pass holder	$	100.000	
Pool	Lifeguard class Recertification non-pass holder	$	125.000	
Pool	Lifeguard instructor pass holder	$	250.000	
Pool	Lifeguard instructor non-pass holder	$	300.000	
Pool	Monthly passes single TF	$	27.000	
Pool	Monthly passes single non TF	$	32.000	
Pool	Monthly passes family TF	$	47.000	
Pool	Monthly passes family non TF	$	52.000	
Pool	Monthly passes 60 & older TF	$	24.000	
Pool	Monthly passes 60 & older non TF	$	29.000	
Pool	Pool rentals (per hour) 1-100 people	$	135.000	
Pool	Pool rentals (per hour) 101-300 people	$	25.000	Each add'l 25
Pool	Pool rentals (per hour) 301-500 people	$	15.000	Each add'l 25
Pool	Private swim lessons pass holder	$	75.000	
Pool	Private swim lessons non-pass holder	$	95.000	
Pool	Punch passes 3-11 years	$	45.000	
Pool	Punch passes 12-17 years	$	60.000	
Pool	Punch passes 18-59 years	$	75.000	
Pool	Punch passes 60 years & older	$	60.000	
Pool	Summer passes single TF	$	80.000	
Pool	Summer passes single non TF	$	95.000	
Pool	Summer passes family TF	$	140.000	
Pool	Summer passes family non TF	$	155.000	
Pool	Summer passes 60 & older TF	$	72.000	
Pool	Summer passes 60 & older non TF	$	87.000	
Pool	Swim lessons pass holder	$	40.000	
Pool	Swim lessons non-pass holder	$	55.000	
Pool	Swim meet rental winter	$	650.000	
Pool	Swim meet rental summer	$	1,000.000	
Pool	Water aerobic drop-in	$	8.000	
Pool	Water aerobic pass holder	$	25.000	

Pool	Water aerobic non-pass holder	$	45.000	
Pool	Water babies pass holder	$	20.000	
Pool	Water babies non-pass holder	$	30.000	
Pool	Water safety instructor pass holder	$	200.000	
Pool	Water safety instructor non-pass holder	$	250.000	
Pool	Youth aquatic pass holder	$	25.000	
Pool	Youth aquatic non-pass holder	$	35.000	
Recreation	Adult League Night Field Use - 6-11pm	$	84.800	
Recreation	Adult League Field Day Use	$	63.300	
Recreation	Tournament fees full day (> 6 hours)	$	53.000	
Recreation	Tournament fees half day (< 6 hours)	$	26.500	
Recreation	Tournament fees field preparation	$	37.100	
Recreation	Tournament fees hour cost of crew	$	31.800	
Recreation	Youth fees for league (non-city) day (max 5 hours)	$	42.400	
Recreation	Youth fees for league (non-city) night (5pm-11pm)	$	53.000	
Recreation	Youth fees for league (non-city) Cal Ripken partner	$	31.800	
Recreation	Youth sports in city	$	28.620	
Recreation	Youth sports out city	$	49.820	
Recreation	Skate rental	$	5.000	
Utility Billing	Fees for hydrant meters	$	100.000	
Utility Billing	Wastewater connection application industrial			Established by the City Council
Utility Billing	Wastewater connection application municipal permit			Established by the City Council
Utility Billing	Wastewater capacity fees			Connection to the WWTS
Utility Billing	Single family	$	512.540	
Utility Billing	Duplexes	$	408.470	Per dwelling unit
Utility Billing	Mobile home	$	303.270	Per dwelling unit
Utility Billing	Apartments	$	408.470	Per dwelling unit
Utility Billing	Commercial, institution, and industrial capacity fee			Based on annual flows and strengths
Utility Billing	Flow	$	3.411	Per 1,000 gallons
Utility Billing	Biological Oxygen Demand (BOD)	$	1.356	Per pound
Utility Billing	Total Suspended Solids (TSS)	$	1.376	Per pound
Utility Billing	Wastewater user charges group 1 - residential - single family			Use of wastewater collection and treatment system
Utility Billing	Wastewater user charges monthly	$	22.872	Use of wastewater collection and treatment system
Utility Billing	Usage	$	0.601	Per thousand gallons of metered water usage for the first 12,000 gallons used each month
Utility Billing	Group 1 - residential - multi-family including duplexes, apartments, and mobile home parks			Use of the wastewater collection and treatment system
Utility Billing	Group 1 monthly	$	18.542	Per dwelling unit
Utility Billing	Group 1 capital construction fee	$	2.235	Per month
Utility Billing	Group II - Commercial - office buildings, hotels/motels (without restaurants), retail & wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations			Use of the wastewater collection and treatment system
Utility Billing	Group II monthly	$	22.872	
Utility Billing	Group II usage	$	1.477	Per 1,000 gallons
Utility Billing	Group III - Commercial - hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries			Use of the wastewater collection and treatment system
Utility Billing	Group III monthly	$	22.872	
Utility Billing	Group III usage	$	3.248	Per 1,000 gallons
Utility Billing	Group IV - Institutional - churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges with the exception of elementary and other public schools			Use of the wastewater collection and treatment system
Utility Billing	Group IV churches, hospitals, convalescent hospitals			
Utility Billing	Group IV churches monthly	$	22.872	
Utility Billing	Group IV usage	$	1.513	Per 1,000 gallons
Utility Billing	Group IV elementary schools	$	0.360	Per pupil, but not < $22.872 per month
Utility Billing	Group IV other schools	$	0.654	Per pupil, but not < $22.872 per month

Utility Billing	Wastewater flow measuring device			User's expense for separate meter
Utility Billing	Group V - industrial - all large volume and industrial process waste dischargers			Use of the wastewater collection and treatment system
Utility Billing	Group V monthly	$	22.872	
Utility Billing	Group V usage (flow)	$	0.601	Per 1,000 gallons
Utility Billing	Group V Biological Oxygen Demand (BOD)	$	0.266	Per pound
Utility Billing	Group V Total Suspended Solids (TSS)	$	0.261	Per pound
Utility Billing	Group VI - City of Kimberly			Use of wastewater collection and treatment system
Utility Billing	Group VI monthly	$	22.872	
Utility Billing	Group VI usage	$	0.601	Per 1,000 gallons
Utility Billing	Group VI Biological Oxygen Demand (BOD)	$	0.266	Per pound
Utility Billing	Group VI Total Suspended Solids (TSS)	$	0.261	Per pound
Utility Billing	Group VI capital recovery charge	$	1,040.279	Per month
Utility Billing	Rock excavation			Determined by the Water Superintendent
Utility Billing	Incidental costs			Determined by the Water Superintendent
Utility Billing	Meter turn-on service (new service)	$	10.000	Processing the application and turning on water at existing meter each time the water is turned on
Utility Billing	Service fee - after hours (repairs, on/off, etc)	$	80.000	Not for closing accounts
Utility Billing	Water meter tampering fine	$	200.000	
Utility Billing	User charge			Water supply
Utility Billing	Usage up to 2,000 gallons	$	20.330	$150.00 fill station key deposit
Utility Billing	3,000 to 150,000	$	1.972	Per thousand gallons
Utility Billing	151,000 to 10,000,000	$	0.901	Per thousand gallons
Utility Billing	>10,001,000	$	0.649	Per thousand gallons
Utility Billing	Mobile Home parks, trailer parks, trailer & tourist camps			Charged in accordance with the standard Ind. residents rates, every 2 spaces for living unit parking shall be defined as the equivalent of 1 ind residence
Utility Billing	Processing fee	$	6.819	Per month, on "only PI" accounts; i.e. no potable water connection at the address
Utility Billing	Residential property per square foot	$	0.0021625	Per sq. ft.
Utility Billing	Residential property not receiving shoulder water	$	0.0018381	Per sq. ft.
Utility Billing	Commercial property	$	0.0021625	20% of size in square feet
Utility Billing	Relocation of PI service	$	160.000	
Utility Billing	Commercial class-user relief - sewer charges			Determined by the City Manager or designated rep.
Utility Billing	Single family residential 95-gallon cart	$	19.620	Garbage and recycling
Utility Billing	Single family residential 65-gallon cart	$	17.290	Garbage and recycling
Utility Billing	Single family residential 35-gallon cart	$	14.930	Garbage and recycling
Utility Billing	Multi-dwellings 95-gallon cart	$	19.620	Garbage and recycling
Utility Billing	Additional 95-gallon cart	$	2.500	Garbage and recycling
Utility Billing	Renter deposit	$	75.000	
Utility Billing	Delinquent accounts		12.00%	30 days after the date on the billing, per annum, minimum charge of $.50
Utility Billing	Returned check fees	$	20.000	

MASTER CITY-WIDE FEE SCHEDULE FOOTNOTES

Depart.	**Ref.**	**Footnote**
Airport	1	Annual rent shall be subject to annual escalation on October 1 of each year. An annual change in the rent payment shall be directly proportional to the percent change in the Annual Consumer Price Index (CPI) for all urban consumers (CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)).
	2	A landing fee shall be assessed for any aircraft operating under Federal Aviation Regulation Parts 121 or 135 or any aircraft with a maximum gross landing weight equal to or greater than 12,500 pounds.
	3	A charge shall be applied to process a permit for a non-tenant permit. The permits are valid for 12 months.
	4	The airport must provide additional ARFF (Aircraft Rescue/Firefighting) service for the scheduled arrival, planned diversion arrival, and/or departure of any aircraft with a seating capacity greater than 9 seats and carrying passengers on board. For arrivals, ARFF service begins 15 minutes prior to the aircraft estimated time of arrival and ends 15 minutes after all passengers are safely inside the terminal. For departures, ARFF service begins 15 minutes prior to scheduled passenger boarding and ends 15 minutes after actual time of departure. A single charge shall apply if the ARFF service time for any aircraft is a consecutive two hours or less from arrival to departure.
	5	The airport must provide additional security service for the departure of any commercial service or public charter aircraft with a seating capacity greater than 60 seats and carrying passengers on board. An exception is for diversion aircraft that stop for fuel only and do not board or re-board passengers. Security service begins fifteen minutes prior to the aircraft estimated time of arrival or passenger processing time, as applicable, and ends fifteen minutes after aircraft actual departure time. No-notice cancellations will be assessed for two hours of service.
Building	1	Applicants for building permit shall declare the project value of the work being performed on their building permit application. The project value is the total value of all construction work for which the permit is issued (including overhead and profit), as well as finished work, painting, roofing, mechanical, electrical, plumbing, owner supplied equipment, elevators, fire extinguishing systems, and other permanent equipment. The Building Official may require documentation to support the declared value if that value significantly varies from average construction values. For 1 and 2 family residential buildings, the declared value shall not be less than 20% or more than 20% than the average per square foot value of all 1 and 2 family homes permitted in Twin Falls during the prior fiscal year.
	2	Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.
	3	Mechanical, Electrical and Plumbing Residential – New Construction – Flat fee based on the entire floor area of the home including finished and unfinished basements, but excluding garages and covered patios. Separate permit required for each trade.
	4	Mechanical, Electrical and Plumbing – Other Installations - Including, but not limited to, temporary construction electrical service, change of residential electrical service, electrical wiring for installation of residential spas, hot tubs, hydro massage tubs, swimming pools, electric space heating, outline lighting, air conditioning, water/sewer installations, and electrical wiring for commercial installation of signs and outline lighting.

Building	5	Mechanical, Electrical, Plumbing Small work permit. Small work is defined as a job with total cost including material and labor that does not exceed five hundred dollars ($500.00). Small work does not include any job with a specifically designated fee in this resolution. Small work also includes, regardless of total cost, the installation of: Residential water heaters up to 100 gallons, water softeners and other single unit appliances, sprinkler system backflow prevention, bathroom exhaust fans, dryer ducts, and/or extension of forced supply and return ducts up to 25 feet in length.
	6	Permit fees are due upon commencement of work and must be paid prior to inspections being performed. The Building Official may assess an escalating penalty as established herein, for failure to obtain a permit and pay the required fees. Penalties are assessed in addition to the permit fee and must be paid prior to commencement of work and any inspections being done.
Impact Fee	1	On January 1, 2015, and on January 1 of each year thereafter in which an impact fee is in effect, the amount of the impact fee shall be automatically adjusted to account for inflation increases in the cost of providing police, fire, parks and recreation, and street public facilities to serve new development utilizing the municipal cost index as published by "American Cities And County Magazine". Nothing herein shall prevent the city from electing to maintain a then existing police, fire, parks and recreation, and street impact fee or from electing to waive the inflation adjustment for any given fiscal year, or years. Any such action to determine an inflation factor shall be by city council resolution. (Ord. 3074, 8-24-2014)
IT	1	EXEMPTIONS FOR CITY WORK: If the data is needed to perform work assigned to the contractor or consultants by the city, the city of Twin Falls may provide contractors or consultants electronic data at no charge under this chapter. Only the data for the area under contract will be provided.
	2	REPRODUCTION: All electronic data or related material provided by the city of Twin Falls may not be reproduced or resold to any person to whom the data is provided without the express written consent of the City of Twin Falls.
	3	DISCLAIMER: The GIS information is provided with the understanding that conclusions drawn from such information is solely the responsibility of the user. This GIS data is not a legal representation of any of the features depicted, and any assumption of the legal status of this data is hereby disclaimed. All utilities should be verified in the field.

In some settings the City collects fees on behalf of other agencies and those fees can change without notice. Those fees are not reflected in this resolution.

Exhibit C

MASTER CITY-WIDE FEE SCHEDULE CHANGES

Department	Description	Fee Amount	Fee Description	Changes	%
Engineering	Subdivision review - preliminary plat	$ 900.000	Flat fee		1700.00%
Engineering	Subdivision review - preliminary plat	$ 25.000	Per lot		150.00%
Engineering	Subdivision review - final plat	$ 400.000	Flat fee		700.00%
Engineering	Subdivision review - final plat	$ 25.000	Per lot		150.00%
Engineering	Subdivision review - conveyance plat	$ 900.000	Flat fee		New fee
Engineering	Subdivision review - conveyance plat	$ 25.000	Per lot		New fee
Impact Fee	Impact fee - fire residential	$ 871.000	Per dwelling unit. (see footnote Impact Fee #1)	Updated based on impact fee study	25.50%
Impact Fee	Impact fee - fire non-residential	$ 0.440	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	25.71%
Impact Fee	Impact fee - police residential	$ 218.000	Per dwelling unit. (see footnote Impact Fee #1)	Updated based on impact fee study	-30.13%
Impact Fee	Impact fee - police non-residential	$ 0.100	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	-37.50%
Impact Fee	Impact fee - parks residential	$ 1,512.000	Per dwelling unit. (see footnote Impact Fee #1)	Updated based on impact fee study	134.78%
Impact Fee	Impact fee - street single-family	$ 1,327.000	Per dwelling unit. (see footnote Impact Fee #1)	Updated based on impact fee study	141.27%
Impact Fee	Impact fee - street multi-family	$ 710.000	Per dwelling unit. (see footnote Impact Fee #1)	Updated based on impact fee study	96.68%
Impact Fee	Impact fee - street retail	$ 2.940	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	11.79%
Impact Fee	Impact fee - street office	$ 1.750	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	116.05%
Impact Fee	Impact fee - street industrial	$ 0.540	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	-6.90%
Impact Fee	Impact fee - street institutional	$ 0.330	Per sq. ft. (see footnote Impact Fee #1)	Updated based on impact fee study	106.25%
Planning & Zoning	Annexation	$ 1,200.000		Increased from $200	500.00%
Planning & Zoning	Appeal or readvertisement at applicant's request	$ 500.000		Increased from $50	900.00%
Planning & Zoning	Comprehensive plan amendment	$ 1,500.000		Increased from $150	900.00%
Planning & Zoning	Home occupation/oversized shed SUP (and appeal)	$ 100.000		Increased from $50	100.00%
Planning & Zoning	Non-conforming building expansion permit	$ 250.000		Increased from $50	400.00%
Planning & Zoning	Non-conforming building expansion waiver	$ 100.000		Increased from $50	100.00%
Planning & Zoning	PUD or ZDA modification	$ 1,000.000		Increased from $215	365.12%
Planning & Zoning	Rezone with PUD/ZDA	$ 1,500.000		Increased from $215	597.67%
Planning & Zoning	Rezone without PUD/ZDA	$ 1,200.000		Increased from $180	566.67%
Planning & Zoning	Sign - Permanent with inspection	$ 500.000		Increased from $100	400.00%
Planning & Zoning	Sign - Permanent without inspection	$ 100.000		Increased from $50	100.00%
Planning & Zoning	Special use permit	$ 500.000		Increased from $50	900.00%
Planning & Zoning	Special use revocation	$ 250.000		Increased from $50	400.00%
Planning & Zoning	Vacation	$ 700.000		Increased from $250	180.00%
Planning & Zoning	Variance	$ 500.000		Increased from $110	354.55%
Planning & Zoning	Wireless communication facilities (admin)	$ 500.000		Increased from $50	900.00%
Planning & Zoning	Wireless communication facilities (SUP)	$ 1,000.000		Increased from $50	1900.00%
Planning & Zoning	Zoning title amendment	$ 1,500.000		Increased from $200	650.00%
Utility Billing	Fill Station			Deleted	
Utility Billing	Annual debt service payment	$ 10.750	Mandated arsenic compliance per month	Deleted	
Utility Billing	Multi-dwellings 65-gallon cart	$ 17.290	Garbage and recycling	Deleted	
Utility Billing	Multi-dwellings 35-gallon cart	$ 17.930	Garbage and recycling	Deleted	
Utility Billing	Usage up to 2,000 gallons	$ 20.330	$150.00 fill station key deposit	Updated description to add key deposit	