



Twin Falls City Council Agenda

Monday, August 28, 2017, 5:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) CONSIDERATION OF AMENDMENTS TO AGENDA
- 4) PROCLAMATIONS: None
- 5) GENERAL PUBLIC INPUT
- 6) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for August 15-28, 2017.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - b) Request to approve the August 14, 2017, City Council Minutes.
Purpose: Action By: Sharon Bryan, Deputy City Clerk
 - c) Request to approve the 11th Annual South Central Community Action Partnership (SCCAP) event to be held in the Twin Falls City Park on Saturday, September 16, 2017, from 11:00 a.m. to 3:00 p.m.
Purpose: Action By: Justin Dimond, Sergeant
 - d) Request to approve the 2017 Oktoberfest, sponsored by Kindsey Ringenberg on behalf of the Brass Monkey. The Oktoberfest event is scheduled to be held Friday, October 6, 2017, and Saturday, October 7, 2017.
Purpose: Action By: Justin Dimond, Sergeant
 - e) Request made by Josh Jensen, representing Amazing Grace Fellowship, to approve the Battle of the Bands event. This event is a concert scheduled to be held in the Amazing Grace Fellowship lot, located at 1061 Eastland Drive North on Sunday, September 10, 2017, from 12:00 p.m. to 10:00 p.m.
Purpose: Action By: Justin Dimond, Sergeant
 - f) Request by Keri Oler, representing the Twin Falls LDS Stake, to approve the Twin Falls LDS Stake Youth Regional Dance event to be held at the LDS meeting house located at 421 Maurice Street North. This event is scheduled for Saturday, September 9, 2017, from 8:00 p.m. to 11:00 p.m.
Purpose: Action By: Justin Dimond, Sergeant

- g) Request by Captain Shawn Edwards, representing the Idaho Army National Guard, to hold the 3rd Annual Battle Buddy Run at Dierkes Lake Park. This event will take place on Saturday, October 7, 2017, from 7:00 a.m. to 2:00 p.m.

Purpose: Action By: Justin Dimond, Sergeant

- h) Request to approve the Findings of Fact and Conclusions of Law for the following: Rex Lytle, REEL, LLC - Vacation; TF Caswell - Final Plat; Latitude 42 Subd No. 2 - Final Plat; Blue Lakes Place, LLC - Vacation; Greaves, Gordon - Annexation; Vickery, Jason - Vacation

Purpose: Action By: Renée Carraway-Johnson, Zoning & Development Manager

- i) Request to approve to accept the Improvement Agreement for the purpose of developing South Estates No. 2.

Purpose: Action By: Troy Vitek, Assistant City Engineer

- j) Request to approve a Trust Agreement for South Estates No. 2, placing all Lots and Tracts in trust.

Purpose: Action By: Troy Vitek, Assistant City Engineer

7) ITEMS OF CONSIDERATION

- a) Presentation of the **Certificate of Achievement for Excellence in Financial Reporting** received by the City of Twin Falls for the Comprehensive Audited Financial Report (CAFR) for the year ended September 30, 2016.

Purpose: Presentation By: Travis Rothweiler, City Manager

- b) Request to adopt an Ordinance for the **Vacation** of a 30' x 104' undeveloped right-of-way located along the 100 Block of Morningside Drive c/o Rex Lytle on behalf of REEL, LLC (app. 2878)

Purpose: Action By: Rene'e V Carraway-Johnson, Zoning & Development Manager

- c) Request to approve the purchase of real property located adjacent to the existing Public Works facility.

Purpose: Action By: Jon Caton, Public Works Director

- d) Request to adopt a resolution to amend the City's Improvement Reimbursement Resolution.

Purpose: Action By: Troy Vitek, Assistant City Engineer

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

9) PUBLIC HEARINGS

- a) Request to **amend the Valencia Park ZDA** Master Development Plan to remove the landscape within Valencia Street from property located at 2916-2930 East 3600 North. c/o Rex Harding, Reidesel Engineering, Inc on behalf of Dennis Hourany (app. 2882)

Purpose: Action By: Jonathan Spendlove, Senior Planner

- b) Request the adoption of the Fiscal Year 2017-2018 Budget and associated annual appropriation ordinance for the City of Twin Falls.

Purpose: Action By: Travis Rothweiler, City Manager

10) ADJOURNMENT

- a) 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.

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 and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, 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. 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.
 4. 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.
 5. A City Staff Report shall summarize the application and history of the request.
 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.
 - Five or more individuals, having received personal public notice of the application under consideration, may select by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
 - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and 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, August 14, 2017, 5:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Suzanne Hawkins, Councilmembers Chris Talkington, Greg Lanting, Christopher Reid, Ruth Pierce.

Absent: Nikki Boyd

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Brian Pike, Deputy City Manager Mitch Humble, Public Works Director Jon Caton, Parks and Recreation Director Wendy Davis, Airport Manager Bill Carberry, City Attorney Fritz Wonderlich, Deputy City Clerk Sharon

Mayor Barigar called the meeting to order at 05:02: PM
A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) CONSIDERATION OF AMENDMENTS TO AGENDA - NONE

4) PROCLAMATIONS - NONE

5) GENERAL PUBLIC INPUT - NONE

6) CONSENT CALENDAR

Mayor Barigar asked that Consent Calendar Item 6-F voted on separately do to a conflict of interests.

Discussion ensued on the following:

Consent Calendar 6c and 6d are on the same day and same time.

Sergeant Dimond explained that the parties involved have worked it out so there is no conflict.

Accounts Payable concern with the payment to Starr and PSI.

MOTION:

Councilmember Reid moved to approve the Consent Calendar excluding 6-F. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

MOTION:

Councilmember Reid moved to approve Consent Calendar item 6-F. Vice Mayor Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 5 to

0. 1 abstained.

- a) Request to approve the Accounts Payable for August 8-14, 2017
- b) Request to approve the August 7, 2017, City Council Minutes.
- c) Consideration of a request from Sarah Ahrens, on behalf of the Magic Valley Mom's Club (MVMC), to approve the MVMC Picnic in the Park event.
- d) Consideration of a request by Reynaldo Palacios to hold the Evangelization of The Center of Prayer and Worship event in the Twin Falls City Park on August 26, 2017.
- e) Consideration of a request by Peggy Watland, representing Glanbia, to hold the Annual Glanbia Employee and Patron event on September 5 and September 7, 2017.
- f) Consideration of a request by the Twin Falls Chamber of Commerce to hold the Twin Falls Chamber Mini Masters event on Friday, September 8, 2017. This event is scheduled to take place from 12:00 p.m. to 5:00 p.m. at Putters Mini Golf, located at 1821 Canyon Crest Drive.
- g) Consideration of a request made by Frank Robles to approve the End of Summer Jam event. This event is a block party scheduled to be held in the 2500 Block of Joshua Way on Friday, September 15, 2017, from 6:00 p.m. to 10:00 p.m.
- h) Consideration of a request by Linda Fleming, on behalf of the Habitat for Humanity Magic Valley, to obtain approval for the Rim to Rim Race that will take place on the north side of Twin Falls on September 16, 2017, from 9:00 a.m. to 2:00 p.m.
- i) Request to approve the **Final Plat** for TF Caswell Subdivision, approximately .09(+/-) acres consisting of 2 lots located at 687 Blue Lakes Boulevard North. c/o Harper-Leavitt Engineer, Inc.

7) ITEMS OF CONSIDERATION

- a) Update of the Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project.

Perrin Robinson, CH2M gave an update on the Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project.

Discussion ensued on the following:

Replacement of the particle board around trees

Synergy downtown.

Parking problems.

Skilled labor

- b) Citizen Survey Feedback

City Manager Rothweiler explained the "Why" in the Citizen Survey results.

Public Works Director Caton, Parks and Recreation Director Davis gave a presentation on the Citizen Survey results.

Discussion ensued on the following:
Quality of snow removal after a bad winter.

c) 2017 Winter Road Repair \$4.4M Update

Public Works Director Caton gave an update on the 2017 Winter Road Repair.

Public Works Director Caton said that the Frontier Road Project will not be done until next year to give the Engineering team more time to finish the design work and would like to overlay Locust from Filer to Falls and Grandview from Cheney to Poleline.

Discussion ensued on the following:
When will we be receiving the emergency funds.
Local match - 10%
ADA ramps

City Council thanked Public Works Director Caton for the update and gave their permission to add to the project list without exceeding the \$4.4M.

d) Consideration of a request for approval of a reciprocal transfer agreement of AIP funding with Boise airport for \$428,658.00, and authorize the Mayor to sign the reciprocal agreement.

Airport Manager Carberry gave staff report.

Discussion ensued on the following:
Fire Truck competitive bidding.
Piggyback with other government agencies.
Longevity of the fire truck.

MOTION:

Councilmember Lanting moved to approve the request of a reciprocal transfer agreement of AIP funding with Boise airport for \$428,658.00 and authorize the Mayor to sign the reciprocal agreement. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

e) Consideration of a request to pre-approve FAA Grant Offer (AIP 40), amount to be determined, for a new Airport Fire Truck and construction of a taxi lane, and authorize the Mayor to sign the pending grant.

Airport Manager Carberry gave staff report.

MOTION:

Vice Mayor Hawkins moved to approve the request to pre-approve FAA Grant Offer (AIP 40), amount to be determined, for a new Airport Fire Truck and construction of a taxi lane, and

authorize the Mayor to sign the pending grant. Councilmember Reid seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- f) Consideration of a request to award a bid to ID Construction & Materials for Reconstruction of Taxiway A and Construct a New Taxi Lane at Joslin Field in the Amount of \$3,557,613.50, contingent upon FAA funding.

Airport Manager Carberry gave staff report.

MOTION:

Councilmember Talkington moved to award the bid to Idaho Construction & Materials for reconstruction of Taxiway A and construct a new taxi lane at Joslin Field in the amount of \$3,557,613.50 contingent upon FAA funding. Vice Mayor Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- g) Presentation of the City Manager's Recommended Budget for FY 2018.

City Manager Rothweiler gave a presentation of the City Manager's recommended budget for FY 2018.

Discussion ensued on the following:

Move amounts between funds.

Population comparison from other Cities net assessed taxable value.

URA projects sunset and will start affecting property taxes.

Additional expansion of Chobani could affect the bonding.

Foregone Balance.

Have staff look at project in future that foregone balance could be used.

Saving citizens money by not taking foregone balance

Infrastructure concerns

Use of foregone balance for specific things.

Law enforcement staffing.

Cancel next week's meeting.

Public Input:

Terry Edwards, Jerome, Idaho - concerned with the increase of funds.

Max Newlan, Twin Falls, Idaho - opposed to using the foregone balance.

City Council thanked Staff for all the work they put in to prepare the budget.

MOTION:

Councilmember Talkington moved to adopt a preliminary 2018 budget setting the maximum

amount at \$66,191,636 and set a public hearing for August 28, 2017 at 6:00 PM.

Councilmember Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

8) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Vice Mayor Hawkins gave an update on the Library roof project and the Library Eclipse Party.

Councilmember Reid reported on the Magic Valley Transportation Committee presentation of lighting the Perrine Bridge.

9) PUBLIC HEARINGS - NONE

10) ADJOURNMENT

The meeting adjourned at 06:56: PM

Sharon Bryan, Deputy City Clerk



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request to approve the 11th Annual South Central Community Action Partnership (SCCAP) event to be held in the Twin Falls City Park on Saturday, September 16, 2017, from 11:00 a.m. to 3:00 p.m.

Time Estimate:

Since this will be the 11th Annual SCCAP event and no Police calls for service were generated within the last three years, it is requested that this item be placed on the Consent Calendar.

Background:

Ken Robinette, on behalf of the South Central Community Action Partnership, has requested to host their annual community event. Non-profit organizations have been invited to set up booths and provide information about the services they provide to low-income families and individuals. Non-profit organizations will be sharing information on programs involving job training, education, senior benefits, affordable housing, financial management, drug and alcohol counseling, veterans' services, and many other topics. This event is free to the public. Up to 6,000 people are expected to attend.

During the event, there will be live music in the form of performances by area high school bands. Free food will be provided to the public. There will be face painting and several other activities for children.

The event sponsors will be responsible for cleanup at the conclusion of the event.

Alcohol will not be sold or consumed at this event.

Approval Process:

Consent of the Council

Budget Impact:

Since no alcohol will be served at this event and there have been no calls for Police services at past events, Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this Special Event Application. Based on the information provided, Staff recommends that this event be approved.

TheTwin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

None



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request to approve the 2017 Oktoberfest, sponsored by Kindsey Ringenberg on behalf of the Brass Monkey. The Oktoberfest event is scheduled to be held Friday, October 6, 2017, and Saturday, October 7, 2017.

Time Estimate:

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

Background:

Kindsey Ringenberg, on behalf of the Brass Monkey, requests to hold the 2017 Oktoberfest event on Friday, October 6, 2017, from 5:00 p.m. to 10:00 p.m., and on Saturday, October 7, 2017, from 10:00 a.m. to 10:00 p.m. A request to close Main Avenue from Hansen Street to Fairfield Street will allow for the festivities.

Friday's event will consist of the street closure for vendors to set up and will allow for pedestrians to mingle in the area. A stage with live bands will be set up in the 100 Block of Main Avenue West, near the Columbia Bank. Music will be played from 5:00 p.m. to 10:00 p.m. Security will be required from 5:00 p.m. to 10:00 p.m., or until the crowds disperse.

Saturday's event will consist of the street closure from 9:00 a.m. to 10:00 p.m. There will be vendors set up and kid-friendly activities available. Downtown merchants will be set up on the sidewalks. There will be a DJ playing music and various live bands will perform from 10:00 a.m. to 10:00 p.m. in the 100 Block of Main Avenue West near the Columbia Bank. There will also be a car show located on Main Avenue between Fairfield Street and Gooding Street. Security will be required from 12:00 p.m. to 10:00 p.m. or until the crowds disperse.

The event sponsors will provide all barricades for street closures and will be required to close and reopen the street. Though the street will be closed, event organizers will not obstruct the street to allow for emergency vehicles to pass freely if needed.

Alcohol will not be served at this event. For those consuming alcohol, it will be purchased from local businesses in the area who are licensed to serve alcohol under the guidelines of their alcohol licenses.

Downtown business owners have been notified and encouraged to participate in the event.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be portable toilets provided in different locations throughout the event area.

The required certificate of liability insurance, with the City of Twin Falls as the certificate holder, is

required and has been secured by the organizers.

It should be noted that Oktoberfest is an annual event and, in reviewing Police records, there have been no calls for service at this event in prior years.

Approval Process:

Consent of the Council

Budget Impact:

This event will require Law Enforcement Security and Kindsey Ringenberg has contracted with the Twin Falls County Sheriff's Office Reserve Deputies for said security. Therefore, there will be no cost to the City of Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have reviewed this Special Event Application request. Based on the information provided, Staff recommends that this event be approved.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints and non-compliance, the on-duty Patrol Supervisor shall have the authority to terminate the event.

Attachments:

None



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request made by Josh Jensen, representing Amazing Grace Fellowship, to approve the Battle of the Bands event. This event is a concert scheduled to be held in the Amazing Grace Fellowship lot, located at 1061 Eastland Drive North on Sunday, September 10, 2017, from 12:00 p.m. to 10:00 p.m.

Time Estimate:

Due to the time, location, and nature of this event, Staff requests that this item be placed on the Consent Calendar.

Background:

Josh Jensen, representing Amazing Grace Fellowship, Twin Falls, has submitted a Special Event Application to hold the Battle of the Bands event in the church-owned lot located at 1061 Eastland Drive North. This event is scheduled for Sunday, September 10, 2017, from 12:00 p.m. to 10:00 p.m.

The Battle of the Bands is described as a music competition in which eight (8) area bands will compete for the title of "Best Band" and a grand prize of \$1,000.00 in cash. Each of the eight (8) bands will have 20 minutes to play as many songs as they would like for the crowd. Following the last band, the best band will be determined and that band will perform for an additional hour.

This is the fourth time this event has been held at this location and an estimated 800 people will be in attendance. There will be vendors on location with food for sale.

No alcohol will be sold or consumed at this event.

Approval Process:

Consent of the Council

Budget Impact:

Since no alcohol will be served at this event, Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Twin Falls Police Department Staff and several relevant City Staff members have approved this application request. Staff recommends that the City Council approve the Special Event Application based on the information provided.

The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music if necessary. If there are continued noise complaints, disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor shall terminate the event.

Attachments:

None



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request by Keri Oler, representing the Twin Falls LDS Stake, to approve the Twin Falls LDS Stake Youth Regional Dance event to be held at the LDS meeting house located at 421 Maurice Street North. This event is scheduled for Saturday, September 9, 2017, from 8:00 p.m. to 11:00 p.m.

Time Estimate:

Due to the location, time and nature of this event, Staff is requesting that this item be placed on the Consent Calendar.

Background:

Keri Oler, representing the Twin Falls LDS Stake, has submitted a Special Event Application requesting to have the Twin Falls LDS Stake Youth Regional Dance. This event will be held in the parking lot of the LDS Church located at 421 Maurice Street North from 8:00 p.m. to 11:00 p.m.

There will be an estimated 300 youths attending the dance, and they will be chaperoned by 20 adult volunteers. Weather permitting, the parking lot of the church will be used for a street dance. In the event of bad weather, the dance will be moved inside the church building.

This event will have amplified sound in the form of a DJ playing pre-recorded music.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Twin Falls LDS Stake Youth Regional Dance event based on the information provided.

Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Attachments:

None



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Justin Dimond, Sergeant

Request:

Request by Captain Shawn Edwards, representing the Idaho Army National Guard, to hold the 3rd Annual Battle Buddy Run at Dierkes Lake Park. This event will take place on Saturday, October 7, 2017, from 7:00 a.m. to 2:00 p.m.

Time Estimate:

Due to the location, time and nature of this event, and the fact that this is an annual event, Staff is requesting that this item be placed on the Consent Calendar.

Background:

Captain Shawn Edwards, representing the Idaho Army National Guard, has submitted a Special Event Application requesting to hold the 3rd Annual Battle Buddy Run at Dierkes Lake Park. This event will take place on Saturday, October 7, 2017, from 7:00 a.m. to 2:00 p.m.

The Battle Buddy Run is an event open to the public and is free admission. The run will include 300 participants broken down into pairs for 150 teams. The Battle Buddy Run is a specialized terrain run designed with a "Boot Camp/Combat" theme. The run will incorporate a series of two-person obstacles with the running portion of the event. The obstacles will include activities such as: wearing a chemical mask while running, low crawling, carrying water, carrying ammunition, paint ball shooting at targets, and a dummy hand grenade throw.

This event will start and end in the Dierkes Lake parking lot and will utilize the two-mile loop of walking trail around Dierkes Lake. Those completing the event will receive an Idaho Army National Guard t-shirt and a set of dog tags.

There will be no alcohol at this event.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the 3rd Annual Battle Buddy Run event based on the information provided.

Attachments:

None



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

REEL, LLC

c/o Rex Lytle

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on August 7, 2017 for public hearing pursuant to public notice as required by law for Vacation of a 30' x 104' undeveloped right-of-way for property located along the 100 block of Morningside Drive and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of a 30' x 104' undeveloped right-of-way for property located along the 100 block of Morningside Drive
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: July 20, 2017
3. The property in question is zoned C-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial & Town Neighborhood Transition Zone in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Residential; to the south, Commercial Sign Manufacturing; to the east, Commercial Sign Manufacturing to the west, Residential.

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

CONCLUSIONS OF LAW

1. The application for Vacation of a 30' x 104' undeveloped right-of-way for property located along the 100 block of Morningside Drive is consistent with the purpose of the C-1 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.
2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1, Twin Falls City Code.
3. The proposed use is proper use in the C-1 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.
4. The application for Vacation of a 30' x 104' undeveloped right-of-way for property located along the 100 block of Morningside Drive should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

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

DECISION

1. The application Vacation of a 30' x 104' undeveloped right-of-way for property located along the 100 block of Morningside Drive is hereby granted.
2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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

This matter having come before the City Council of the City of Twin Falls, Idaho on August 14, 2017 for consideration of the final plat of the TF Caswell Subdivision, approximately .09 (+/-) acres consisting of 2 lots located at 687 Blue Lakes Boulevard North, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the TF Caswell Subdivision, approximately .09 (+/-) acres consisting of 2 lots located at 687 Blue Lakes Boulevard North
2. The property in question is zoned C-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Fred Meyers, Retail Commercial; to the south, Centennial Square Shopping Center; to the east, Blue Lakes Boulevard North; to the west, Centennial Square Shopping Center.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The

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

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

CONCLUSIONS OF LAW

1. The final plat of the TF Caswell Subdivision, approximately .09 (+/-) acres consisting of 2 lots located at 687 Blue Lakes Boulevard North is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the TF Caswell Subdivision, approximately .09 (+/-) acres consisting of 2 lots located at 687 Blue Lakes Boulevard North is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>Final Plat</u> Application,	)	FINDINGS OF FACT,
	)	
<u>Latitude 42 No. 2 Subdivision, a PUD</u>	)	CONCLUSIONS OF LAW,
Applicant(s).	)	
	)	AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on July 10, 2017 for consideration of the final plat of the Latitude 42 Subdivision No. 2, a PUD approximately 24.81 (+/-) acres consisting of 14 lots located on the south side of Pole Line Road West and west of the Reformed Church, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Latitude 42 Subdivision No. 2, a PUD approximately 24.81 (+/-) acres consisting of 14 lots located on the south side of Pole Line Road West and west of the Reformed Church.
2. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Commercial/Retail in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, Pole Line Road West/Agricultural Farmland; to the south, Undeveloped/Assisted Living Facility; to the east, Twin Falls Reformed Church; to the west, Undeveloped Agricultural Farmland.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized

irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

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

CONCLUSIONS OF LAW

1. The final plat of the Latitude 42 Subdivision No. 2, a PUD approximately 24.81 (+/-) acres consisting of 14 lots located on the south side of Pole Line Road West and west of the Reformed Church is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the Latitude 42 Subdivision No. 2, a PUD approximately 24.81 (+/-) acres consisting of 14 lots located on the south side of Pole Line Road West and west of the Reformed Church is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

1. Subject to final technical review by the Engineering, Fire, Building & Zoning Departments to ensure compliance with applicable codes and requirements.
2. Prior to recordation, the Latitude 42 Subdivision No. 2, a PUD, final plat shall be in compliance with the six (6) conditions placed upon the preliminary plat. *Staff has determined the six (6) conditions have been met.*



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Blue Lakes Place, LLC

c/o EHM Engineers, Inc.

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on April 24, 2017 for public hearing pursuant to public notice as required by law for Vacation of 15' x 178.52 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J. E. White Subdivision No. 2 on property located at 985 Beverly Circle and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of 15' x 178.52 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J. E. White Subdivision No. 2 on property located at 985 Beverly Circle
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: April 6, 2017 and April 13, 2017
3. The property in question is zoned C-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Auto Dealership-Rob Green; to the south, Beverly Circle/Florence Avenue; to the east, Locust Grove Office-PUD to the west, Vacant

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

CONCLUSIONS OF LAW

1. The application for Vacation of 15' x 178.52 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J. E. White Subdivision No. 2 on property located at 985 Beverly Circle is consistent with the purpose of the C-1 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.
2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.
3. The proposed use is proper use in the C-1 Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.
4. The application for Vacation of 15' x 178.52 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J. E. White Subdivision No. 2 on property located at 985 Beverly Circle should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

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

DECISION

1. The application Vacation of 15' x 178.52 1,178 sf, utility and drainage easement between Lots 3 and 4 of the J. E. White Subdivision No. 2 on property located at 985 Beverly Circle is hereby granted.
2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

Exhibit No. A

1. Subject to the site plan amendments as required by Building, Engineering, Fire & Zoning Officials to ensure compliance with applicable City Code requirements and standards.

APPLICATION #: 2850



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Annexation Application

Gordon Greaves

c/o EHM Engineers, Inc.

Applicant(s)

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)

FINDINGS OF FACT,

CONCLUSIONS OF LAW,

AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on May 30, 2017 for public hearing pursuant to public notice as required by law for Annexation with a zoning designation of R-2, for property located at 491 Canyon Rim Road and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Annexation with a zoning designation of with a zoning designation of R-2, for property located at 491 Canyon Rim Road
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following date: April 6, 2017 and May 11, 2017
3. The property in question is zoned R-2 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, 4200 N Road/Residential; to the south, Residential; to the east, Canyon Rim Road/Snake River Canyon; to the west, Residential.

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

CONCLUSIONS OF LAW

1. The application for Annexation with a zoning designation of with a zoning designation of R-2, for property located at 491 Canyon Rim Road is consistent with the purpose of the R-2 Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed annexation is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-15-1(A) & (B) of the Twin Falls City Code.

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

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

5. The application for Annexation with a zoning designation of with a zoning designation of R-2, for property located at 491 Canyon Rim Road should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for Annexation with a zoning designation of with a zoning designation of R-2, for property located at 491 Canyon Rim Road is hereby granted as presented.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"Exhibit No. A"

1. Subject to a 15' wide public access easement, located adjacent to the Snake River Canyon Rim, being recorded prior to the Annexation Ordinance being approved by City Council, location of 15' easement to be determined by City Staff.
2. Subject to a warranty deed for the entire property being proposed for annexation provided prior to adoption of an ordinance.

APPLICATION # 2857



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation Application,

Jason Vickery

c/o EHM Engineers, Inc.

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
) AND DECISION
)
)

This matter having come before the City Council of the City of Twin Falls, Idaho on May 30, 2017 for public hearing pursuant to public notice as required by law for Vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15'x 160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility, vehicular and drainage easement approximately 25' x 244; along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15'x 160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility, vehicular and drainage easement approximately 25' x 244; along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive

2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: May 11, 2017 and May 18, 2017

3. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use in the duly adopted Comprehensive Plan of the City of Twin Falls.

4. The existing neighboring land uses in the immediate area of this property are: to the north, Vacant Land/Northbridge No. 2; to the south, Cash & Carry/Northbridge; to the east, Canyon Crest Drive/Restaurant/Pizza Pie Cafe to the west, Vacant Land/Northbridge

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

CONCLUSIONS OF LAW

1. The application for Vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15'x 160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility, vehicular and drainage easement approximately 25' x 244; along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive is consistent with the purpose of the C-1 PUD Zone, and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the C-1 PUD Zone, subject to the conditions which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for Vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15'x 160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility, vehicular and drainage easement approximately 25' x 244; along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive should be granted,

subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

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

DECISION

1. The application Vacation of 2 easements 1) utility, vehicular and drainage easement approximately 15'x 160' along the western border of Lot 3, Blk 2 of West Park Commercial Subdivision No. 2 and 2) utility, vehicular and drainage easement approximately 25' x 244; along the northern boundary of Lot 3 Blk 2 of West Park Commercial Subdivision No. 2 on property located at 1821 Canyon Crest Drive is hereby granted.

2. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

Exhibit No. A

1. Subject to the site plan amendments as required by Building, Engineering, Fire and Zoning Officials to ensure compliance with applicable City Code requirements and standards.
2. Subject to a 20' x 181.11' public sewer/utility and drainage easement being dedicated and recorded by instrument # along the northerly boundary prior to adoption of an ordinance.
3. Subject to assurance all utility companies have released their rights to both easements prior to adoption of an ordinance.

APPLICATION #: 2858

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and TKO Homes, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development South Estates No. 2.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

WHEREAS, Developer desires to develop said real property for the following purposes: Residential.

WHEREAS, the Developer is obligated to construct certain improvements pursuant to City Code Section 10-12-4.2, and;

WHEREAS, the Developer has committed to construct special features as part of the development, and;

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of improvements, and;

WHEREAS, it is in the best interest of the City and Developer to clearly establish in one concise document the policies, ordinances, rules and regulations which apply to developments of the type contemplated herein.

WITNESSETH

That for and in consideration of the mutual promises, conditions, and covenants contained herein the parties agree as follows:

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way

or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All

construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

The above work shall be subject to the approval of the City Engineer.

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct all tests (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the State of Idaho Department of Highways prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Master Street Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

VIII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the

development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

XII.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and to any other improvements, approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent.

Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

(1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.

(2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

(1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
 - (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.
 - (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
 - (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
- (7) The Pressure Irrigation System shall be located with in easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
 - (1) None
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

a) Required Improvements

b) City Costs

(1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.
11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

XV.

This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

XVI.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

TKO Homes, LLC

by: 

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public for Idaho, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision:

South Estates No. 2

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

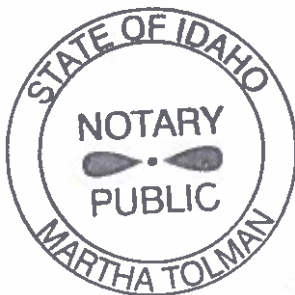
TKO Homes, LLC

by: 

STATE OF IDAHO)
)ss.
County of Twin Falls)

On this 7th day of August, 2017, before me, the undersigned, a Notary Public for Idaho, personally appeared Jared M Hunt, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Martha Tolman
Notary Public for Idaho
Residing at Twin Falls, Idaho
Exp 10/17/18

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2017, by and between **TKO HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

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

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lot 13, Block 2 AND Lots 13, 14, 15, 16, 17, 18, 19, Block 3 AND Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and Tracts A & B, Block 5, all in **SOUTH ESTATES NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **SOUTH ESTATES NO. 2** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.

Date: 8/4/17

TRUSTOR:

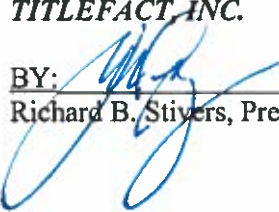
TKO HOMES, LLC

BY: 

Date: 8/7/17

TRUSTEE:

TITLEFACT, INC.

BY: 

Richard B. Stivers, President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

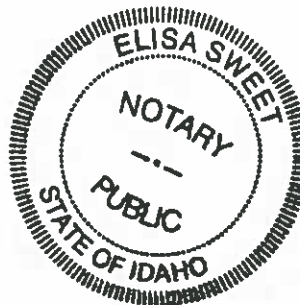
BY: _____

STATE OF IDAHO
County of Twin Falls

On this 4th day of August, 2017, before me, a Notary Public in and for said State, personally appeared Jared M. Hunt, known or identified to me to be members of the limited liability company of **TKO Homes, LLC**, and the members who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he/she executed the same in said limited liability company name.

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

Elisa Sweet
Notary Public for Idaho
Residing in Hansen, Id.
Commission expires 7.31.21



STATE OF IDAHO
County of Twin Falls

On this 7th day of August, 2017, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Nancy Tellez
Notary Public for Idaho
Residing at: Jerome
My Commission expires: 12/01/2017



STATE OF IDAHO
County of Twin Falls

On this ____ day of _____, 2017, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in **SOUTH ESTATES NO. 2** until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is **SOUTH ESTATES NO. 2** as platted in the records of Twin Falls County, Idaho.

Dated this 4th day of August, 2017.

TKO HOMES, LLC, Developer

BY: _____

TITLEFACT, INC.

BY: _____

Richard B. Stivers, President

lo
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **TKO HOMES, LLC, AN IDAHO LIMITED LIABILITY COMPANY**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., AN IDAHO CORPORATION, AS TRUSTEE for the benefit of TKO Homes, LLC, an Idaho Limited Liability Company**, hereinafter called Grantee, whose address is: % TKO Homes, LLC, an Idaho Limited Liability Company 1166 Eastland Dr. N., Ste B., Twin Falls, Idaho 83301 the following described premises in Twin Falls County, Idaho; to-wit:

Lot 13, Block 2 AND Lots 13, 14, 15, 16, 17, 18, 19, Block 3 AND Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and Tracts A & B, Block 5, all in **SOUTH ESTATES NO. 2**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as described above; and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 3, 2017

TKO HOMES, LLC.

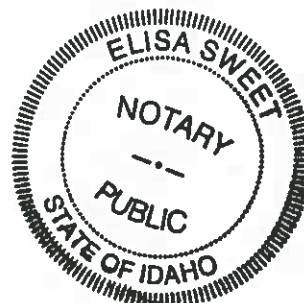
BY: _____

STATE OF IDAHO
County of Twin Falls

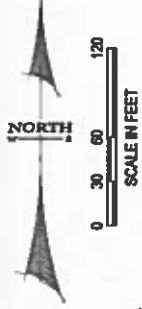
On this 4th day of August, 2017, before me, a Notary Public in and for said State, personally appeared David M. Hunt, known or identified to me to be members of the limited liability company of **TKO Homes, LLC**, and the members who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he/she executed the same in said limited liability company name.

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

Elisa Sweet
Notary Public for Idaho
Residing in Hansen, Idaho
Commission expires 7.31.21



SOUTH ESTATES NO. 2
 Located In
 A Portion of
 SW⁴ SE⁴, Section 21
 Township 10 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho
 2017

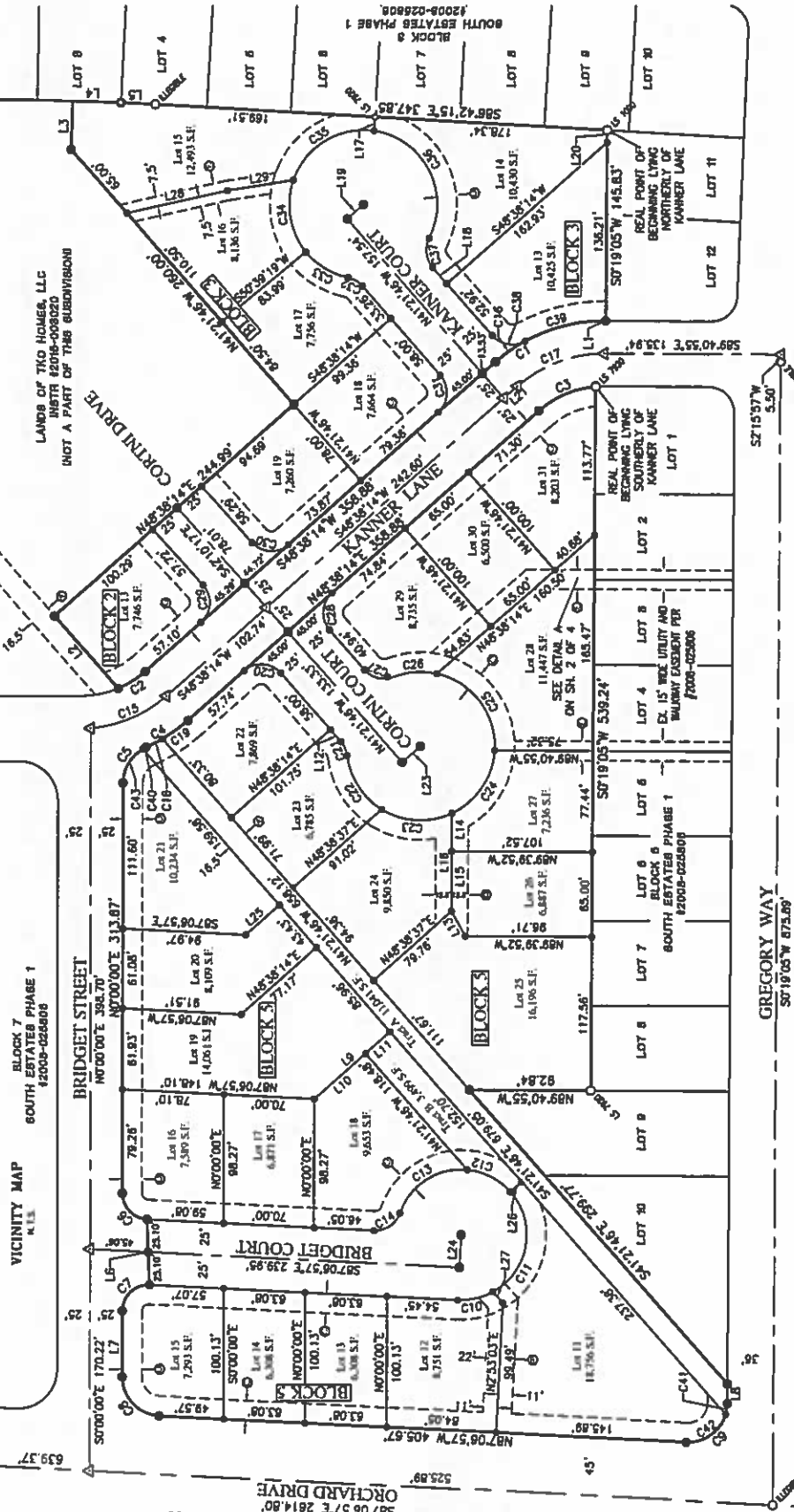
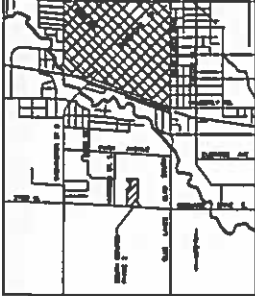


Monument Certification

THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" WILL BE SET IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECREATION OF THE FINAL PLAT OR AS DETERMINED BY THE COUNTY OF TWIN FALLS.

Notes:

1. THERE SHALL BE NO DIRECT ACCESS TO ORCHARD DRIVE FROM LOTS 11 THROUGH 15, BLOCK 5.
2. TRACT A IS DESIGNATED AS OPEN SPACE AND WILL BE MAINTAINED BY THE PROPERTY OWNERSHIP ASSOCIATION.
3. PRACT B IS DESIGNATED AS DRAINAGE RETENTION EASEMENT AND WILL BE MAINTAINED BY THE PROPERTY OWNERSHIP ASSOCIATION.



Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUTLER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER/SEPTIC FACILITIES HAVE SINCE BEEN CONSTRUCTED. IF THE DEVELOPER IS SHALLOWLY CONSTRUCTING THOSE FACILITIES, THEY SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF IDAHO CODE, TITLE 50, CHAPTER 13, AND THE REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ). THE ASSURANCE OF A CERTIFICATE OF DISAPPROVAL AND NO CONSTRUCTION OF ANY BUILDING OR SHED REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

Easement Table

(A)	EXISTING 16.5' PIPELINE EASEMENT PER 164 DEEDS 84
(B)	EXISTING UTILITY EASEMENT PER INSTR. #2008-023088
(C)	15' WIDE UTILITY EASEMENT
(D)	ACCESS & UTILITY EASEMENT
(E)	15' WATERLINE EASEMENT

Sheet Index

1 OF 4	FACE PLAT
2 OF 4	PLAT SHEET, LEGEND, DETAILS, LINE & CURVE TABLES
3 OF 4	CERTIFICATE OF OWNER
4 OF 4	ACKNOWLEDGMENTS

Survey Reference

(1) SOUTH ESTATES PHASE 1 #2015-003020
 #2008-025806

Deed Reference

(1) SOUTH ESTATES PHASE 1 #2015-003020
 #2008-025806



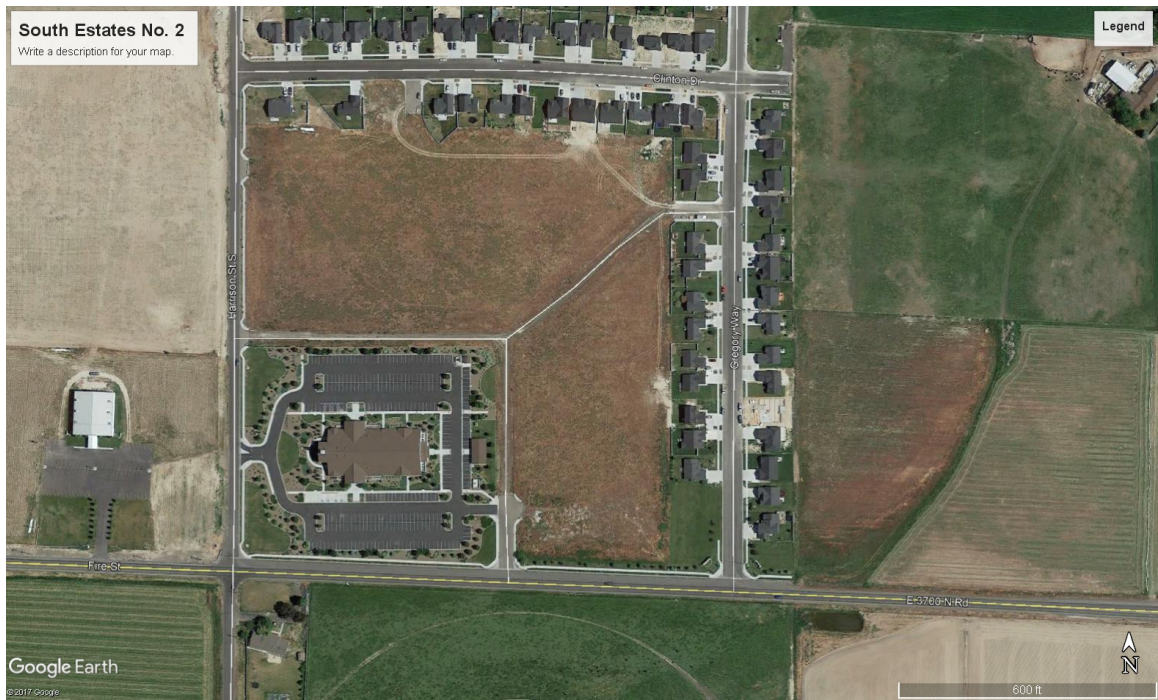
EHM Engineers, Inc.

DATE: _____

DISTRICT HEALTH DEPARTMENT, DHS

PLAT BRASS CAP
 C.P. #2011-018500

V 23-15 PP
 SHEET 1 OF 4



South Estates No. 2
Write a description for your map.

Legend

Google Earth
©2017 Google



600 ft



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Presentation of the **Certificate of Achievement for Excellence in Financial Reporting** received by the City of Twin Falls for the Comprehensive Audited Financial Report (CAFR) for the year ended September 30, 2016.

Time Estimate:

The presentation will take approximately 3-5 minutes.

Background:

Twin Falls is one of three cities in the state of Idaho to receive this award AND the Distinguished Budget Presentation Award. (Boise, Post Falls, and Twin Falls)

This particular award is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive “spirit of full disclosure” to clearly communicate its financial story and motivate potential users to read the CAFR.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

1. News Release



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

07/26/2017

For more information contact:

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(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Twin Falls** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.



Public Meeting: **MONDAY AUGUST 28, 2017**

To: Honorable Mayor and City Council

From: Rene'e V. Carraway-Johnson, Zoning & Development Manager

ITEM

Request: Request to adopt an Ordinance for the **Vacation** of a 30'x104' undeveloped Right-of-Way located along the 100 Block of Morningside Drive. c/o Rex Lytle on behalf of REEL, LLC (app. 2878)

Time Estimate: Staff presentation may be five (5 +/-) minutes. This is not a public hearing item but there may be an additional five (5) minutes for questions by the City Council.

History:

On July 11, 2017, the Commission held a public hearing on this request. No one spoke at the public hearing. Upon conclusion of the presentations, public hearing, and deliberations Commissioner Grey made a motion to recommend approval of the request, as presented. Commissioner Musser seconded the motion. All members present voted in favor of the motion.

On August 7, 2017, the City Council held a public hearing on this request. Presentations were given by the applicant's representative and by staff. The public hearing was opened. No one spoke and the public hearing was closed. Upon conclusion of the public hearing and council deliberations, Councilmember Talkington made a motion to vacate the easement as presented. Councilmember Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0

Conclusion:

As Directed By The Council, Staff Has Prepared An Ordinance For Your Consideration.

Staff Recommends the City Council Adopt The Ordinance by a Third and Final Reading. Upon adoption, the ordinance may be published.

Attachments:

1. Ordinance (2)
2. Zoning Map
3. Aerial
4. Teasley Sub Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **VACATING** THE REAL PROPERTY DESCRIBED BELOW AND PROVIDING FOR VESTING OF TITLE TO THE PROPERTY SO VACATED.

WHEREAS, REEL, LLC c/o Rex Lytle has made application for the vacation of a 30'x104' undeveloped Right-of-Way located along the 100 Block of Morningside Drive in the City of Twin Falls; 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 11 day of July, 2017, to consider the vacation of the real property below described; 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 matter on the 7th day of August, 2017.

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

SECTION 1. That the following described real property be and the same is hereby VACATED:

SEE Exhibit "A"

SECTION 2. That title to the real property by this Ordinance vacated be divided among the adjoining property owners in the portions here below described to the persons named below:

REEL, LLC
3450 E 4000 N
Kimberly, ID 83341

SECTION 3. That the City Clerk immediately upon the passage and publication of this Ordinance as required by law certify a copy of the same and deliver said certified copy to the County Recorder's Office for indexing and recording, in the same manner as other instruments affecting the title to real property, as required by Idaho Code 50-1324(2).

PASSED BY THE CITY COUNCIL _____, 2017

SIGNED BY THE MAYOR _____, 2017

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 2017

Exhibit "A"

A parcel of land being a portion of Morningside Street laying adjacent to Lots 9 and 10 of Block 4, "Teasley Subdivision", according to the official plat thereof recorded in Book 5 of Plats, Page 42, record of Twin Falls County, Idaho. Said parcel lies within a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 15, Township 10 South, Range 17 East, Boise Meridian and being more particularly described as follows:

Commencing at the South quarter corner of said Section 15.

Thence South 89°30'50" East 660.80 feet along the South boundary of Section 15.

Thence North 00°17' 24" West 250.00 feet to the Southeast corner of "Teasley Subdivision".

Thence North 00° 12' 24" West 156.00 feet along the East boundary of said subdivision to the REAL POINT OF BEGINNING.

Thence North 89° 30' 50" West 31.03 feet along the extended South boundary of Lot 9, Block 4 of said subdivision to the Southeast corner of Lot 9.

Thence North 00°17'24"West 104.00 feet along the East boundary of Lots 9 and 10 to the Northeast corner of Lot 10.

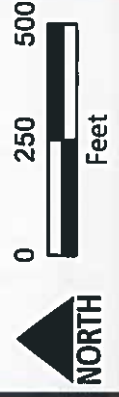
Thence South 89°30'50" East 31.18 feet along the extended North boundary of said Lot 10 to the East boundary of "Teasley Subdivision"

Thence South 00°12'24" East 104.00 feet along the East boundary of "Teasley Subdivision" to the REAL POINT OF BEGINNING.

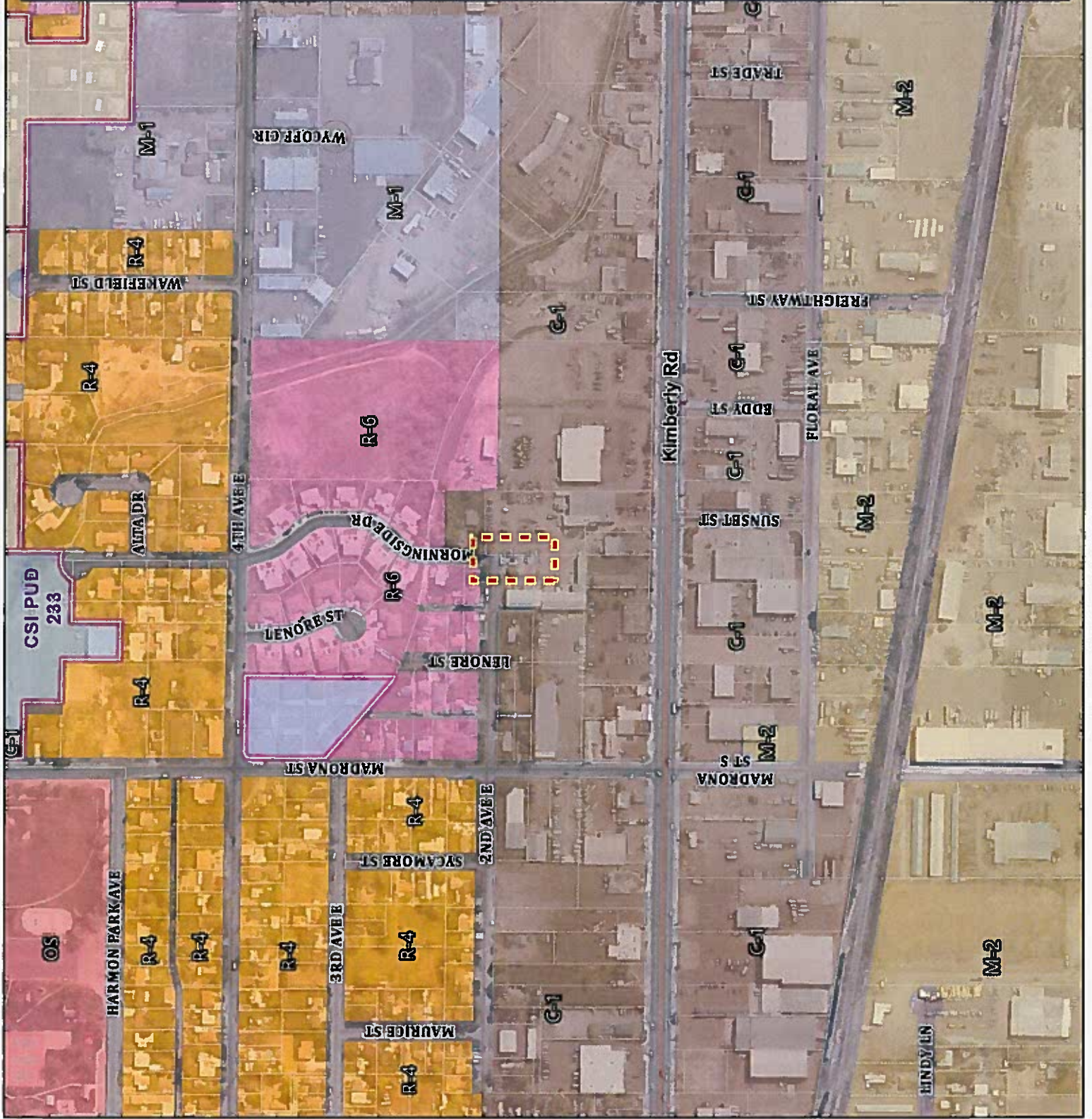
Containing approximately 3234 square feet.

Zoning Vicinity Map

	PUD
	C-1
	M-1
	M-2
	OS
	R-2
	R-4
	R-6



AERIAL PHOTO APRIL 2016
REFERENCE ONLY





Aerial Map



AERIAL PHOTO APRIL 2016
REFERENCE ONLY



STATE OF IDAHO
COUNTY OF TWIN FALLS S.S.
KNOW ALL MEN BY THESE PRESENTS - THAT WE THE UNDERSIGNED DO HEREBY CERTIFY THAT THE FOLLOWING IS A TRUE AND CORRECT DESCRIPTION OF THE LAND INCLUDED IN THE "TEASLEY SUBDIVISION" LOCATED IN THE SW 1/4 SEC. 15, T. 10 S., R. 17 E. B.M. WHICH IS INCLUDED HEREWITH. SAID LAND BEING SHOWN AND DESCRIBED AS FOLLOWS - BEGINNING AT A POINT ON THE CENTER LINE OF SECTION 15, FROM WHICH THE SOUTH 1/2 SECTION CORNER BEARS S. 0° 17' E. 250 FEET DISTANT. THENCE N. 0° 17' W. 805.2 FEET TO TWIN FALLS CANAL CO. LATERAL. THENCE SOUTHEASTERLY ALONG SAID LATERAL 760 FEET + OR - TO THE CENTER LINE OF THE SW 1/4 SEC. 15; THENCE S. 0° 12' E. 478.7 FEET TO THE NORTHEAST CORNER OF THE EVERGREEN COURT TRACT; THENCE N. 89° 32' W. 660.8 FEET, CONTIGUOUS TO THE EVERGREEN COURT TRACT AND HQAG HOME TRACT, TO THE PLACE OF BEGINNING.
AND WE DO FURTHER CERTIFY THAT IT IS OUR INTENTION TO INCLUDE THE SAME IN SAID PLAT AND WE DO FURTHER HEREBY DECLARE THAT IN CONSIDERATION OF THE FILING OF SAID PLAT BY THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND THE ACCEPTANCE BY THE PUBLIC OF THE STREETS AND ALLEYS SHOWN THEREUPON WE DO FURTHER GIVE AND GRANT TO THE PUBLIC FOREVER, IN FEE SIMPLE, SUCH PORTIONS OF THE PREMISES PLATTED AS ARE ON SAID PLAT SET APART FOR STREETS AND ALLEYS FOR PUBLIC USE FOREVER.
SUBSCRIBED AND SWORN TO BEFORE ME THIS 13th DAY OF JUNE 1946.

Z.C. Henderson
NOTARY PUBLIC
Blanche E. Bradley

STATE OF IDAHO
COUNTY OF TWIN FALLS S.S.
I HEREBY CERTIFY THAT I PREPARED THE MAP OF THE TEASLEY SUBDIVISION WHICH IS LOCATED IN THE W 1/2 SW 1/4 SEC. 15 T. 10 S. R. 17 E. AND THAT THE SEVERAL BLOCKS AND LOTS ARE STAKED TO CONFORM THEREWITH. SAID LAND BEING SHOWN AND DESCRIBED AS FOLLOWS - BEGINNING AT A POINT ON THE CENTER LINE OF SECTION 15, FROM WHICH THE SOUTH 1/2 SECTION CORNER BEARS S. 0° 17' E. 250 FEET DISTANT. THENCE N. 0° 17' W. 805.2 FEET TO TWIN FALLS CANAL CO. LATERAL. THENCE SOUTHEASTERLY ALONG SAID LATERAL 760 FEET + OR - TO THE CENTER LINE OF THE SW 1/4 SEC. 15; THENCE S. 0° 12' E. 478.7 FEET TO THE NORTHEAST CORNER OF THE EVERGREEN COURT TRACT; THENCE N. 89° 32' W. 660.8 FEET, CONTIGUOUS TO THE EVERGREEN COURT AND HQAG HOME TRACT, TO THE PLACE OF BEGINNING.
SUBSCRIBED AND SWORN TO BEFORE ME THIS 31st DAY OF MAY 1946.

C. Henderson
NOTARY PUBLIC
J.B. Hansen
CITY ENGINEER

APPROVED AND ACCEPTED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO THIS 17th DAY OF JULY 1946

Mayor
MAYOR
Deputy
DEPUTY

STATE OF IDAHO
COUNTY OF TWIN FALLS S.S.
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT 11:45 O'CLOCK P.M. THIS 19th DAY OF JUNE 1946 IN MY OFFICE AND DULY RECORDED IN BOOK OF PLATS NO. 542
Calvin K. Lee
CLERK

TEASLEY SUBDIVISION



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director

Request:

Request to approve the purchase of real property located adjacent to the existing Public Works facility.

Time Estimate:

5-10 minutes including council questions and answers.

Background:

Staff has been working with Van Beek LLC, to purchase a parcel of land directly adjacent to the Public Works Facility. The parcel is approximately 0.83 acres and would be a great addition to the existing 1.88 acres currently owned by the City. This lot would allow for the expansion of the existing facility that will accommodate growth and more efficient operations, including storage of vehicles and equipment. The seller has agreed to sell the property for \$150,000.

Approval Process:

Requires Council Approval

Budget Impact:

This is an unbudgeted expenditure that will be equally shared by both Water Department and Wastewater Collections. Water Dept. will not be purchasing an excavator that was budgeted in the current FY in the amount of \$110,000 that can be made available and WWC will have a more than \$75,000 available from unspent budgeted items in mainline replacement and professional services.

Regulatory Impact:

NA

History:

N/A

Analysis:

N/A

Conclusion:

Staff Recommends approval of this property purchase.

Attachments:

1. Purchase & Sale Agreement

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the date of the last signature below ("Effective Date"), by and between R & J Van Beek, L.L.C., an Iowa limited liability company ("Seller") and the City of Twin Falls, an Idaho municipal corporation ("Buyer").

1. **PROPERTY.** Seller agrees to sell and Buyer agrees to purchase that certain real property located in Twin Falls, Idaho as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, together with all buildings, structures, fixtures and improvements located thereon, and all easements, rights, and appurtenances thereto ("Property").

2. **PURCHASE PRICE.** The purchase price of the Property is One Hundred and Fifty Thousand Dollars (\$150,000.00) ("Purchase Price"). The Purchase Price shall be paid as follows:

(a) Within two (2) business days of the Effective Date, Buyer shall deliver in immediately available funds the sum of One Thousand Dollars (\$1,000.00) to First American Title Company, located at 1502 Locust Street North, Bldg. 300, Twin Falls, ID 83301 ("Title Company"), as an earnest money deposit ("Earnest Money"). The Earnest Money shall be placed in a trust to be applied as set forth in this Agreement. The Earnest Money shall be nonrefundable except in the event Closing (defined below) does not occur because of Seller's default, or except as otherwise specifically set forth herein. At Closing, the Earnest Money, plus any interest accrued thereon, shall be applied to the Purchase Price. The provisions of this Section 2(a) shall survive Closing or the earlier termination of this Agreement.

(b) The balance of the Purchase Price, after credits, adjustments and prorations, shall be paid to Seller by Buyer at Closing by cashier's check or wire transfer.

3. **TITLE COMMITMENT.** Within five (5) days after the Effective Date, Seller shall deliver or cause to be delivered to Buyer a current commitment for a standard coverage owner's policy ("Title Commitment") showing the condition of the title of the Property, together with legible copies of all documents referenced therein as exceptions. Buyer shall have ten (10) days from the receipt of the Title Commitment to object in writing to the condition of the title. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of title to the Property and all matters shown on the Title Commitment shall be deemed Permitted Exceptions, as defined below. If Buyer does object, Seller shall have seven (7) days after receipt of Buyer's written objection to either agree to cure Buyer's objection, in which event Seller shall cure such objection at or prior to Closing, or elect to take no further action. If Seller fails to respond within the seven (7) days, Seller will be deemed to have elected to take no further action. If Seller elects or is deemed to have elected to take no further action, Buyer may terminate this Agreement within three (3) days after Seller's election and, upon termination, the Earnest Money will be returned to Buyer and the Parties shall have no further obligations under this Agreement. If Buyer fails to terminate this Agreement within such three (3) day period, Buyer will have waived its objection and such matters will be deemed Permitted Exceptions. It is agreed that, if the title to the Property is not marketable, or cannot be made so within seven (7) days, after Buyer's notice containing a written statement of objections to the condition of the title, is delivered to the Seller, this Agreement shall terminate and the entire Earnest Money shall be returned to the Buyer. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer a standard form

ALTA owner's policy of title insurance (the "Title Policy") consistent with the Title Commitment in the amount of the Purchase Price showing marketable and insurable title to the Property subject only to the Permitted Exceptions. As further described in Section 6 below, at Closing, Buyer shall pay the premium for the Title Policy and may obtain extended coverage or such other endorsements to the Title Policy as Buyer desires, at Buyer's sole cost and expense. Seller shall provide such affidavits or certificates as may be reasonably required by the Title Company to issue the Title Policy and issue extended coverage if obtained by Buyer. The legal description set forth in the Title Commitment shall be the legal description used to describe the Property on the Deed, as defined below, delivered to Buyer by Seller at Closing.

4. **DEED.** At Closing, Title to the Property shall be transferred by a special warranty deed in the form attached hereto as **Exhibit B** ("Deed"). Title conveyed thereby is to be marketable and insurable except for: (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental entity; (iii) location in a special flood hazard area; (iv) the lien of real property taxes not yet due and payable; (v) all tenancies, leases, easements, rights of way, claims of easements, covenants, restrictions and encumbrances or other matters of record or that would appear from a survey or careful examination of the Property; and (vi) any other exceptions to title as agreed to by Buyer pursuant to Section 3 of this Agreement, or caused by Buyer (collectively, the "Permitted Exceptions").

5. **CONDITION OF THE PROPERTY.** The provisions of this Section 5 shall survive the Closing of Buyer's purchase of the Property. Buyer is relying solely upon Buyer's inspections as to the condition of Property. Except as expressly set forth in this Agreement, Seller and Seller's agents, representatives, employees, officers, directors or contractors are not making, have not made and expressly disclaim any representations or warranties, express or implied, with respect to any aspect, feature or condition of the Property including, without limitation, the existence of hazardous waste, or the suitability of the Property for Buyer's Use. Buyer shall independently verify all documents, information, reports or surveys regarding any aspect or feature of the Property provided by Seller. Seller does not guaranty the accuracy of any information or reports provided by Seller, its agents, representatives, employees, officers, directors or contractors. **BUYER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION WITH ALL FAULTS INCLUDING BOTH LATENT AND PATENT DEFECTS AND BUYER RELEASES SELLER FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE.** As used herein "hazardous waste" shall mean any hazardous waste or pollutants, contaminants or hazardous waste as defined by the Federal Water Pollution Control Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1990 and any amendments thereto, the Resource Conservation and Recovery Act and any amendments thereto or any similar state, local or federal law, rule or regulation, including, without limitation, asbestos or asbestos containing materials, PCBs, petroleum and petroleum products, underground storage tanks, lead, and urea-formaldehyde. Buyer releases Seller and its agents, representatives, employees, officers, directors or contractors from any and all liability relating to any aspect or condition of the Property, known or unknown, foreseeable or unforeseeable, actual or contingent, arising by statute, common law or otherwise.

6. CLOSING. The closing of the purchase and sale of the Property (the "Closing") shall occur at the offices of the Title Company and shall occur on or prior to thirty (30) days after the Effective Date as mutually agreed by the parties (the "Closing Date"). The procedure to be followed by the parties in Closing shall be as follows:

(a) On or before the Closing Date, Seller shall cause to be delivered to the Title Company the following:

(i) Instructions to deliver and record the Deed when the Title Company is in position to disburse the Purchase Price to Seller and enable it to perform the functions herein contemplated;

(ii) The Deed, duly executed and acknowledged by Seller;

(iii) An affidavit of non-foreign status; and

(iv) Such other instruments and/or documents as may be required to effect the transaction.

(b) On or before the Closing Date, Buyer shall cause to be delivered to the Title Company the following:

(i) Instructions to disburse the Purchase Price to Seller upon recordation of the Deed and when the Title Company is prepared to cause the issuance of the Title Policy required under this Agreement and enable it to perform the functions herein contemplated;

(ii) The amount required of Buyer to close the transaction;

(iii) Such other instruments and/or documents as may be required to effect the transaction.

(c) At Closing, each party shall satisfy itself that the other is in a position to deliver the items herein specified to be delivered by such party.

(d) Buyer shall, before or simultaneously with the Closing, pay the following costs: the cost of the Title Policy and any extended coverage or endorsements to the Title Policy requested by Buyer pursuant to Section 5 above; any and all closing costs and prepaid costs and fees associated with completing the transaction including, without limitation, all costs of recording the Deed and all documents and instruments to be recorded at the Closing for the Buyer's benefit; and Buyer's proration share of the costs identified in Section 7.

(e) Buyer and Seller shall pay their respective attorneys' fees and costs incurred in connection with the preparation and negotiation of this Agreement and all miscellaneous documents and other matters associated with the closing of the transaction.

7. PRO-RATIONS. All utility charges, irrigation assessments, and all other items capable of proration, if any, (provided however, that any taxes and similar assessments shall not be prorated but Buyer shall be responsible to pay all such unpaid taxes and assessments, if any) shall be made as of the Closing Date and shall be paid in cash or credited to the party entitled thereto on the Closing Date. For the

purposes of pro-rations, Buyer shall be deemed to have owned the Property for the entire date of Closing. Prior to the Closing Date, the Title Company shall deliver to the parties preliminary closing statements for review and approval.

8. REPRESENTATIONS AND WARRANTIES. Buyer hereby warrants and represents that both as of the Effective Date and as of the Closing Date that Buyer is acquiring the Property in its present state and condition, in reliance upon Buyer's own independent inspection, investigation and analysis, and no representations or warranties of any kind have been made by Seller or Seller's representatives other than contained in this Agreement or in any other documents delivered by Seller in connection with Closing, if any. Subject only to the foregoing, Buyer shall accept the Property in an "as is, where-is, and with all faults and defects" condition as set forth in Section 5 of this Agreement.

9. POSSESSION. Seller shall deliver possession of the Property to Buyer on the Closing Date.

10. RISK OF LOSS. Prior to Closing, all risk of loss shall remain with Seller. Should the Property be materially damaged by fire, neglect, or other destructive cause prior to Closing, this Agreement may be voidable at the option of Buyer or Seller.

11. CONDEMNATION. Should any entity having the power of condemnation bring an action or otherwise indicate an intent prior to the Closing Date to acquire all or any portion of, or any interest in, the Property, Buyer, at Buyer's sole option, may elect either (i) to terminate Buyer's obligation to purchase the Property by giving written notice to Seller at any time prior to the time of Closing, or (ii) to complete the purchase of the Property with Seller immediately appointing Buyer its attorney-in-fact to negotiate with said condemning entity as to its interest in the Property and assigning to Buyer all amounts to be awarded for the Property. Seller agrees to provide Buyer, within ten (10) days after Seller's receipt of same but in no event later than the Closing Date, written notice of any actual or threatened condemnation proceeding.

12. DEFAULT.

(a) By Buyer. In the event of Buyer's default or breach of this Agreement, Buyer and Seller agree that Seller's sole and exclusive remedy is to terminate this Agreement upon written notice to Buyer and retain the Earnest Money, plus any interest accrued thereon, as liquidated damages.

In this regard: IT IS IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO CLOSING OF THE PROPERTY, THE ACTUAL DAMAGES THAT SELLER WOULD INCUR IN THE EVENT OF BUYER'S DEFAULT. THEREFORE, UPON SELLER'S TERMINATION OF THIS AGREEMENT RESULTING FROM BUYER'S DEFAULT OR BREACH, SELLER IS ENTITLED TO AND MAY RETAIN THE EARNEST MONEY, PLUS ANY INTEREST ACCRUED THEREON, WHICH RETENTION BY SELLER SHALL NOT BE CONSIDERED A PENALTY. THE FOREGOING REMEDY OF TERMINATION AND RETENTION OF THE EARNEST MONEY, PLUS ANY INTEREST ACCRUED THEREON, IS SELLER'S SOLE AND EXCLUSIVE REMEDY. BY INITIALING BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS PARAGRAPH.

Seller's sole and exclusive remedy as set forth herein shall not apply to any of Buyer's obligations of indemnity, defense and hold harmless as set forth in this Agreement.

Buyer's Initials: _____

Seller's Initials: RVB

(b) By Seller. In the event of Seller's default or breach of this Agreement, Buyer and Seller agree that Buyer's sole and exclusive remedy is to terminate this Agreement upon written notice to Seller and obtain a refund of the Earnest Money, plus any interest accrued thereon.

13. SUCCESSORS AND ASSIGNS. Buyer shall not assign this Agreement without the express written consent of Seller, which Seller may withhold for any or no reason in Seller's sole and absolute discretion. Seller may assign this Agreement at its sole discretion without prior notice to, or consent of Buyer.

14. BROKERS. Buyer and Seller each represent and warrant that no broker, agent, or finder has been engaged by either party in connection with this transaction. Buyer and Seller each represent and warrant that they have neither employed nor associated with any broker or agent in connection with this transaction and have not agreed to pay any commissions or finder's fees to any other broker. Buyer and Seller each hereby agrees to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefor by any broker in connection with this transaction claimed through the indemnifying party. The provisions of this Section 14 shall survive Closing or termination of this Agreement.

15. NOTICES. All notices required hereunder shall be given in writing and shall be deemed, properly served or delivered: (a) if delivered in person, or by facsimile transmission or e-mail with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) upon deposit with the U.S. Postal Service registered or certified mail and addressed to the parties at the addresses set forth below or such other addresses specified hereafter:

To Buyer:

City of Twin Falls
Attn: Shawn Barigar, Mayor
PO Box 1907
Twin Falls, ID 83303
Fax: (208) 735-7287

To Seller:

R & J Van Beek, L.L.C.
Attn: Laura D. Schmitt
Crary, Huff, Ringgenberg, Hartnett & Storm, P.C.
329 Pierce Street, Suite 200
Sioux City, IA 51102
Fax: (712) 224-4532
E-mail: lschmitt@craryhuff.com

With a copy to: Hawley Troxell Ennis & Hawley LLP

Attn: Kristin E. Bjorkman
877 Main Street, Ste. 1000
Boise, ID 83702
Fax: (208) 954-5205
E-mail: kbjorkman@hawleytroxell.com

16. 1031 EXCHANGE. Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange; *provided, however*, that (i) the cooperating party shall not be required to acquire or take title to any exchange property, (ii) the cooperating party shall not be required to incur any expense (excluding attorneys' fees) or liability whatsoever in connection with the exchange, including, without limitation, any obligation for the payment of any escrow, title, brokerage or other costs incurred with respect to the exchange, (iii) no substitution of the effectuating party shall release such party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, which obligations shall continue as the obligations of a principal and not of a surety or guarantor, (iv) the effectuating party shall give the cooperating party at least five (5) business days' prior notice of the proposed changes required to effect such exchange and the identity of any party to be substituted in the escrow, (v) the effectuating party shall be responsible for preparing all additional agreements, documents and escrow instructions (collectively, the "Exchange Documents") required by the exchange, at its sole cost and expense, and (vi) the effectuating party shall be responsible for making all determinations as to the legal sufficiency, tax considerations and other considerations relating to the proposed exchange, the Exchange Documents and the transactions contemplated thereby, and the cooperating party shall in no event be responsible for, or in any way be deemed to warrant or represent any tax or other consequences of the exchange transaction arising by reason of the cooperating party's performance of the acts required hereby.

17. MISCELLANEOUS PROVISIONS.

(a) **Survival.** All of the covenants, conditions, representations and warranties set forth in this Agreement shall constitute continuing covenants, conditions, representations and warranties (including all indemnification, defense and hold harmless obligations related thereto), shall be deemed to be true and correct as of the Closing Date and shall survive Closing of Buyer's purchase of the Property, and shall not be subject to any merger due to delivery and/or recording of the Deed.

(b) **Confidential.** The parties hereto agree that the terms and conditions of this Agreement shall remain confidential, except as required by law or pursuant to court order, and that the parties to this Agreement, their agents and representatives, shall not disclose or make public to any persons or entities other than attorneys, accountants, bank officials, appraisers and/or immediate family members of the parties hereto, the terms and conditions of this Agreement.

(c) **No Third Party Rights.** This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

(d) **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth, and supersedes all prior agreements between the parties hereto respecting such matters. This Agreement shall be construed neutrally rather than strictly for or against either party. All parties hereto have either: (i) been represented by separate legal counsel; or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement, and may not be modified or amended in any manner except by an instrument in writing signed by both Buyer and Seller.

(e) Severability. This Agreement is the product of negotiation and the parties agree that it shall not be construed against the drafter. If any part of this Agreement shall be found to be invalid or unenforceable, the remainder of the Agreement shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions.

(f) Headings: Singular/Plural. The section headings contained herein are for purposes of identification only, and shall not be considered in construing this Agreement. The singular shall be deemed to include the plural, and the plural shall be deemed to include the singular.

(g) Applicable Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Idaho.

(h) Further Assurances. The parties hereto agree to execute and deliver such other documents as may be necessary or desirable to carry out the purposes of this Agreement.

(i) Joint/Several. In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

(j) Attorneys' Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing such default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such suit or litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal. All such costs and reasonable attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. This sub-section shall survive the Closing of Buyer's purchase of the Property, and shall survive and remain enforceable notwithstanding any rescission of this Agreement or any determination by a court of competent jurisdiction that all or any portion of the remainder of this Agreement is void, illegal, or against public policy.

(k) Modification. This Agreement may be modified, amended or supplemented only in a writing signed by all of the parties hereto.

(l) Calendar Days. All time periods in this Agreement shall be deemed to refer to calendar days unless the time period specifically references business days; provided that if the last date on which to perform any act or give any notice under this Agreement shall fall on a Saturday, Sunday or local, state or national holiday, such act or notice shall be deemed timely if performed or given on the next succeeding business day.

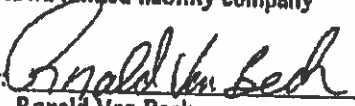
(m) Counterparts: Facsimile/E-Mail. This Agreement may be executed in counterparts. Facsimile or e-mail transmission of any signed original document and/or retransmission of any signed facsimile or e-mail transmission shall be the same as delivery of any original.

[Signatures on the following page]

EXECUTED as of the date of the last signature appearing below.

SELLER:

R & J VAN BEEK, L.L.C.,
an Iowa limited liability company

By: 
Ronald Van Beek
Its: Manager

Date: 8-16-17 Time: 7:33 a.m./p.m.

BUYER:

CITY OF TWIN FALLS,
an Idaho municipal corporation

By: _____
Name: _____
Its: _____

Date: _____ Time: _____

**EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND LOCATED IN LOTS 1 AND 2, BLOCK 4, INDUSTRIAL DEVELOPMENT SUBDIVISION, TWIN FALLS COUNTY, IDAHO, RECORDED IN BOOK 7 OF PLATS, PAGE 28, BEING LOCATED IN THE NW¼ OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 20;
THENCE SOUTH 00°36'00"WEST, 618.20 FEET ALONG THE SECTION LINE;
THENCE NORTH 89°01'00"WEST, 50.00 FEET TO THE REAL POINT OF BEGINNING;
THENCE NORTH 89°01'00"WEST, 183.75 FEET;
THENCE NORTH 00°36'00"EAST, 200.24 FEET;
THENCE SOUTH 89°01'00"EAST, 132.25 FEET;
THENCE ALONG A CURVE;
DELTA - 15°44'27"
R - 230.00
A - 68.68
C - 68.47
T - 34.56
LCB - SOUTH 53°32'50"EAST
THENCE ALONG A CURVE;
DELTA - 07°43'30"
R - 612.96
A - 82.64
C - 82.98
T - 41.34

LCB - SOUTH 04°28'38"WEST
THENCE SOUTH 00°36'00"WEST, 80.39 FEET TO THE REAL POINT OF BEGINNING.



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

Request:

Request to adopt a resolution to amend the City's Improvement Reimbursement Resolution.

Time Estimate:

The applicant's presentation will take approximately 10 minutes.

Background:

On July 13, 2009 the City council passed Resolution 1816 providing for reimbursement to initial developers by subsequent developers or property owners for the cost of public improvements. It has been found that not all scenarios are accounted for nor the time frame adequate and that a modification to the original Resolution is necessary. On April 26, 2017 the impact fee/Reimbursement commission heard the changes requested by the development community and unanimously voted to recommend approval to the City Council.

Approval Process:

A simple majority is required to approve and allow the mayor to sign the resolution.

Budget Impact:

There is no significant City budget impact associated with the Council's approval of this request.

Regulatory Impact:

Approval of this request will amend Resolution 1816 by providing changes to the termination of right to reimbursement section relating to major water distribution lines, the extension of the term of eligibility, and addition of reimbursement for the costs of private and public improvements relating to the Twin Falls Canal Company water delivery system.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request as presented.

Attachments:

1. 2017 Improvement Reimbursement Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING THE CITY'S IMPROVEMENT REIMBURSEMENT RESOLUTION BY PROVIDING CHANGES TO THE TERMINATION OF RIGHT TO REIMBURSEMENT SECTION RELATING TO MAJOR WATER DISTRIBUTION LINES, THE EXTENSION OF THE TERM OF ELGIBILITY AND ADDITION OF REIMBURSEMENT FOR THE COSTS OF PRIVATE AND PUBLIC IMPROVEMENTS RELATING TO TWIN FALLS CANAL COMPANY WATER DELIVERY SYSTEM.

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

Purpose:

Whenever any extension is made by a developer (initial developer) to the City of Twin Falls' (City) water distribution system, wastewater collection system, transportation system, pressure irrigation pump stations and distribution systems, in such a manner as to enable a subsequent private developer or property owner to connect to or extend the previously extended water distribution system, wastewater collection system, transportation system, pressure irrigation pump stations and distribution systems, the subsequent private developer or property owner (subsequent developers) shall first make proper compensation to the initial developer for the costs of the water distribution system, wastewater collection system, transportation system, pressure irrigation pump stations and distribution systems (improvements). The following information is for reimbursement standards only and does not establish development standards for the City of Twin Falls.

Application By Initial Developer for Participation in Reimbursement Program:

The initial developer, who installs the improvements, must make an application for reimbursement to the Improvement Reimbursement Commission (Commission) thru the City Engineering Department within ninety (90) calendar days of acceptance of the system by the City. If the improvements were installed by the initial developer and accepted by the City prior to this Resolution, the developer shall have 90 days from the adoption of this Resolution to make an application for reimbursement. The initial developer's application shall identify all improvements proposed for compensation and shall include actual costs and all other requested data as required by the Commission to determine proper compensation. Also, Applicant will estimate the improvement boundaries per this Resolution. The Engineering Department will verify the improvements are located according to the Application and that they have been accepted by the City. The Engineering Department will not be responsible to verify the value of the improvements. The Engineering Department will review the GIS system for any previous Commission agreements. The City Engineer will review the proposed boundaries and confirm or adjust them. In the case that the City Engineer adjusts the boundaries, the initial developer will be notified by mail of the change. The initial developer can make a request to the Engineering Department to discuss this adjustment. The City Engineer has the final authority to determine the boundaries of all improvements. The Engineering Department will create a staff report including the pertaining information regarding the improvement reimbursement request and provide a copy to the initial developer prior to the Commission meeting. The Commission will review the application at their next public meeting and make a determination if the information in the application is correct by a vote of the members of the Commission. Besides

approving the application, the commission can also vote to approve the application with adjustments or vote to deny the application and request the Initial Developer correct the application and reapply for consideration. Once the Improvement Reimbursement request is approved by the Commission, the Engineering Department will enter the appropriate information into their system. The purpose of the Commission is to determine if a reimbursement is fair and equitable to the subsequent developers and qualifies for a future reimbursement. The initial developer must maintain proper identity and current address with the City Engineer in order to be eligible for proper compensation.

“Initial Developer” is hereby defined as any entity, individual, corporation, quasi-public corporation, non-profit organization, district, housing agency, partnership, firm, association, limited liability partnership or other such entities as recognized by the state of Idaho. This definition is intended to exclude the City of Twin Falls, the State of Idaho, and other governmental entities that fund or construct public improvements (as defined herein) in the ordinary course of their business.”

“Improvement” is hereby defined as one or more of the following: The completed improvement of water distribution system, wastewater collection system, transportation system, pressure irrigation pump stations and distribution systems, i.e. any public works improvement(s) that has been approved and accepted by the City. It is the completed improvement where the subsequent developer or property owner desires to connect, or the total or upgraded portion of any pump or unitized facility installed by the previous developer that will serve the subsequent development or property owner.

“Cost” is hereby defined as the following:

- (1) Receipted actual amounts for the installation of the public works improvement;
- (2) If unable to substantiate then:

The average of actual costs of public improvements installed by other private contractors within the past five (5) years, or,

The estimated costs documented by a nationally recognized estimating system.

- (3) Estimate constructed from the Improvement Reimbursement Commission Agreements on file with the City of Twin Falls.

Improvements must be accepted by the City of Twin Falls to be eligible for reimbursement.

Responsibilities of the City:

The City Engineer will incorporate all “as-built” drawings into the City’s GIS program, so that the name of the initial developer that installed the existing system and the date it was “as-built” can be quickly retrieved.

The City Engineer will not issue a connection permit, sign a final plat, accept any improvement, or sign off on any certificate of occupancy without first checking the “as-built” drawings or the geographical information system (GIS) to determine if the improvement that is being connected to is less than ~~20~~ 25 years old and whether the initial developer has applied for participation in the reimbursement program. If the improvement is less than ~~20~~ 25 years old and if the initial developer has applied for participation in the reimbursement program, the City Engineer will inform the applicant (subsequent developer) that they must complete the financial obligations for reimbursement. The application will be thru the Engineering Department to the Commission for verification that the reimbursement has been made and be provided with a receipt of proper

compensation from the Commission, and receive approval by that commission. The City Engineer reserves the right to allow connections for emergency or other health and safety circumstances without receipt of proper compensation from the Commission. This does not satisfy the proper compensation requirement and the liability for payment will remain in place.

If the improvements required herein are a City requirement when a building or structure is constructed, placed, erected or enlarged or when there is a change of use of a building, structure or parcel of land, unless otherwise provided, all required improvements shall be a condition of any building permit and they shall be completed prior to final inspection and occupancy of the building. However, a reimbursement is not required for the City to approve minor modifications or additions to existing buildings or structures when the modifications and improvements do not constitute more than a twenty five percent (25%) increase over the square footage of the existing buildings or a total increase in square footage over ten thousand (10,000) square feet whichever is less, within any three (3) year period from date of completion of other expansion or modification.

Application for Verification of Payment of Proper Compensation:

The applicant for a connection permit, final plat approval, acceptance of any improvement, or any certificate of occupancy that desires to connect to existing public improvements eligible for reimbursement, shall make application to the Engineering Department to determine the Reimbursement obligation related to those improvements. The applicant can pay the required reimbursements and provide a receipt of proper compensation to the Commission or request the Commission reevaluate the required reimbursement by appealing the reimbursement amount and providing additional information to the Commission to make a new determination of proper compensation. The Commission reserves the right to request additional documentation of proper compensation. The Initial Developer will be given a reasonable time and opportunity to respond to the appeal before the hearing, and to appear and defend the determination at the hearing.

If the initial developer and subsequent developer agree on the proper compensation, the subsequent developer may file a notarized and agreed amount between the initial developer who installed the existing system and the subsequent developer or property owner who desires to connect to the existing system. The amount may be based upon any agreed portion of the cost, such as frontage, acreage or number of lots, but shall not exceed the total cost of the system. The agreement must accompany the receipt of proper compensation when presented to the Commission.

All applications shall include:

1. An application, including a complete explanation, documentation and calculations for the determination of proper compensation.
2. A fee for City administration of the Reimbursement system will be added to proper compensation. These fees will be adopted by separate resolution.
3. There will be no consideration for depreciation or inflation.

The Twin Falls City Code, Zoning Ordinances and Engineering Standards are subject to revision. In the case that a current City Code, Zoning Ordinance or Engineering Standard requires a different improvement than the completed improvement and the completed improvement no longer meets the current City Code, Zoning Ordinance or Engineering Standard, either an adjusted reimbursement or no reimbursement may be possible. Reimbursement can also be in the form of an agreement between two or more developers granting access easements in exchange for monetary compensation as long as the Original Developer releases the reimbursement liability.

The City of Twin Falls shall be exempt from all reimbursement requirements.

All individual service connections, engineering and surveying cost, and all City of Twin Falls fees including but not limited to: application fee, review fee, connection fee, water tap fee, water meters, and any capacity fees are not eligible for reimbursement.

In the case that either the applicant or the initial developer does not agree with the proper compensation determined by the Commission and chooses to appeal to the City Council, the applicant or the initial developer may appeal the decision to the City Council within fourteen (14) days of receipt of the written determination by filing an appeal with the City Council through the City Manager. If the applicant requests to proceed with their development, they shall provide a deposit in the form of a cash payment or an enforceable financial guarantee, equal to the amount of the approved determined proper compensation, to a title company to be put in escrow account authorized by the Commission. This will fulfill the subsequent developer's proper compensation receipt requirement and the Commission shall provide approval to the City Engineer. If the City Council rules in favor of the initial developer, the full deposit for proper compensation shall be provided to the initial developer. If it is determined that the proper compensation amount is to be a lesser amount, then the subsequent developer would only be responsible for the revised amount. If cash payment was made, the Commission would authorize the title company to pay the revised amount to the initial developer and the balance will be refunded to the subsequent developer. If an enforceable financial guarantee is used, the Commission would authorize the title company to pay the revised amount to the initial developer from the financial guarantee.

Termination of Right to Reimbursement:

The period of compensation to the initial developer shall be terminated at the earliest of any of the following conditions:

- (1) For all reimbursements except for water distribution systems of lines greater than 12-inch that provide additional water capacity for a service area greater than 160 acres, full compensation for the determined eligible reimbursement amount based on the actual cost plus 15% to address costs for engineering, management, fees, interest and inspection.; or,
- (2) For all reimbursements for water distribution systems of lines greater than 12-inch that provide additional water capacity for a service area greater than 160 acres, full compensation for the determined eligible reimbursement amount based on the actual cost of the entire project cost including engineering, management, fees, and inspection plus 25% to address costs for the longer reimbursement period; or,
- (3) ~~(2)~~ Failure on the part of the initial developer or their assigns to maintain proper identity and address on file with the Improvement Reimbursement Commission; or,
- (4) ~~(3)~~ A date ~~twenty~~ twenty-five (25) years after the acceptance of the improvement by the City.

Water Distribution System Reimbursement Standards:

Proper compensation for reimbursement of costs of water distribution systems shall be the proportion of frontage footage of the proposed development, up to one half (1/2) of the actual cost, plus 15% to address costs for engineering, management, fees, interest and inspection, for any public works improvement(s) for properties that shares a common property boundary.

Private developers are required to provide a water distribution system within its development. The water distribution system is a looped or connected system and multiple water lines benefit many other properties over long distances. The minimum requirements the developer is responsible for are construction of 12" water mains on Arterial streets, 10" water mains in Collector streets, and 6" or 8" water mains on interior streets that are located within the boundary of their development depending on the water model results. If these water mains are located within the right of way on a common property line, the improvement costs of these water mains are eligible for reimbursement and would be based on the amount of frontage feet along the water main. The cost of the water line would be split in half with each side of the Right of Way and each adjacent property owner would pay 50 % of the improvement cost. If there are multiple properties along the water line, the owners of those properties would be responsible for their frontage feet along the water main. If a parcel is located within the 1/8 mile rule of an Arterial or Collector water main but does not border along the right of way the water line is located in, that parcel may be responsible for a portion of the cost of that water main. (See 1/8 Mile Rule Standard) If the private developer constructs any of the water distribution system improvements outside the boundaries of their development, those items may be eligible for reimbursement. The reimbursement amount shall be the percentage of benefit to the other property in which the water distribution system improvement was completed.

In cases where the water distribution system requires upsizing or other additional items, the difference in cost of material would be eligible for reimbursement from properties served by the upsizing or additional items. For developments that extend the water line from a source point not directly adjacent to their property, the entire offsite line is subject to reimbursement either from the properties it crosses, or the properties adjacent to the water line at time of tie in, or the properties that benefit within a defined area. Off site adjacent properties shall be responsible for 50% of the cost of the water line if bordered on one side, ~~or~~ 100% of the cost of the water line if property borders the water line on both sides, or for developments that the water distribution system requires the installation of a major distribution line larger than a 12-inch that provides sufficient water supply for an entire defined area that is greater than 160 acres, all undeveloped properties within that defined area shall be responsible for their share of the cost of the water line.

The boundaries shall be based on the following: All water lines on Arterial streets, Collector streets and interior streets are consider part of the overall water distribution system and may not necessary benefit every development but are the responsibility of the original development. The original development is responsible for all of its boundaries where future main water lines will be required. These boundary water mains are eligible for future reimbursement. The boundary for main water lines on Arterial and Collector Street is based on the percentage of frontage that is up to +/- 1/8th of a mile deep. (See 1/8 Mile Rule Standard) All required interior lines are not eligible for reimbursement unless they required upsizing or extension of the Water distribution system. Eligible cost for upsizing (not for extensions) would include the increase expenditure of the material only (pipe, valves, and fittings). Future reimbursement will be based on a pro rata per acre basis.

The water distribution system costs would include the installation cost and additional unusual conditions like rock removal or fill requirements and all materials including piping, valves, and all required fittings. Additional items like thrust blocking and assemblies including back flow prevention assembly and reduced pressure assembly are eligible for reimbursement. The fire hydrants must benefit the subsequent development to be eligible for reimbursement.

Line extensions or additional unusual conditions including additional depth that only benefit future development are eligible as reimbursement cost.

If the main water line runs parallel to the boundary of the property and is within dedicated city right of way for any type of street, it shall be considered bordered on one side.

If a pump station is required, the cost to complete the facility would include the pump and all required fittings and parts, the structure and related expenses; any City required landscaping and fencing, and any Special electrical power requirements. Future reimbursement will be based on a pro rata per acre basis.

Areas that would not qualify for reimbursement are interior water lines that only provide service to the original development.

Examples:

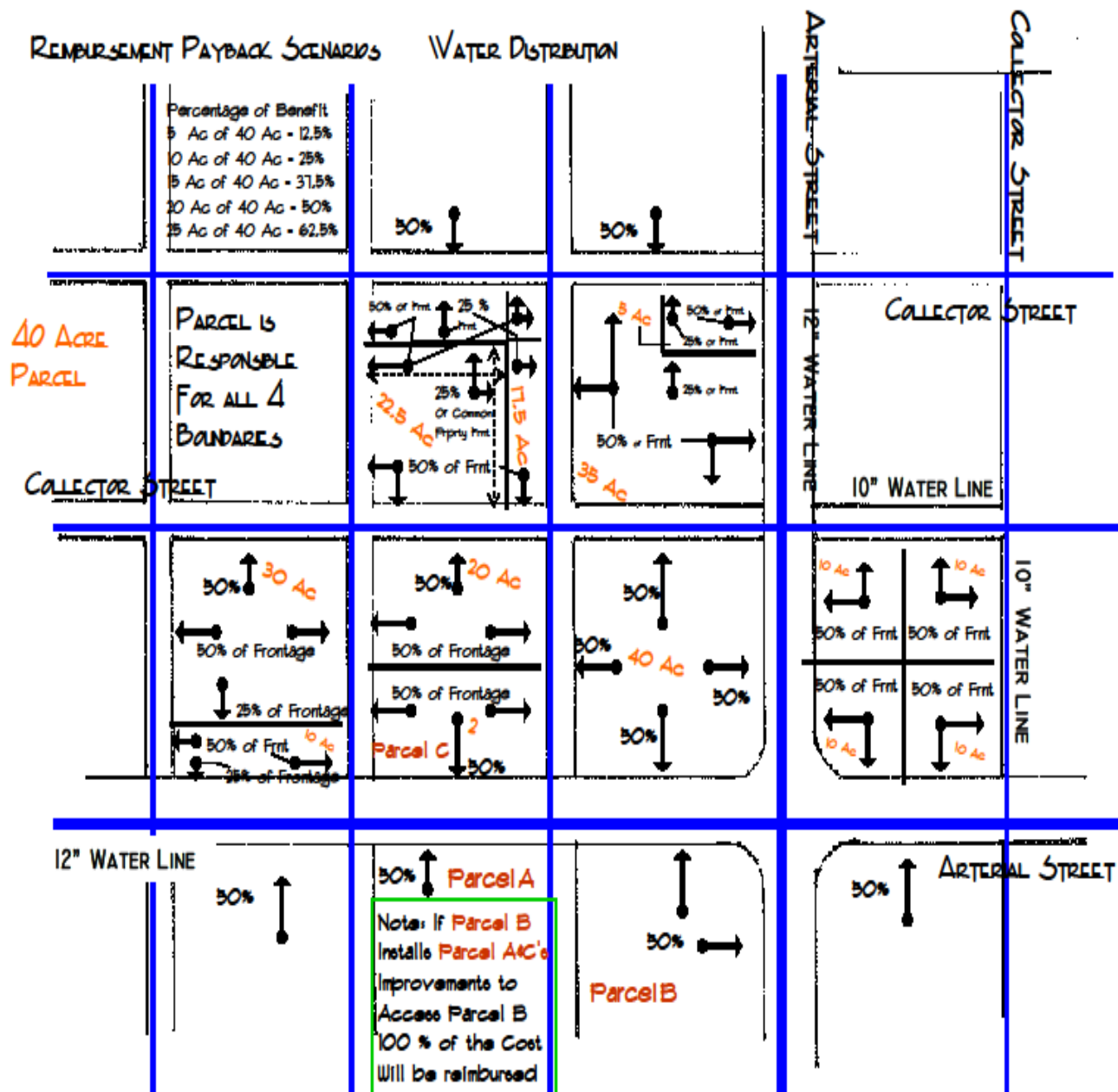
A developer is required to install a 12" main water line on a shared Arterial street; the adjacent property owner would pay one half or 50 % of the cost of that water line. If there are multiply owners along the shared Arterial Street, each owner would be responsible for their frontage along the water line. If a parcel is within the 1/8 mile rule of the 12" main water line, they would be responsible to reimburse the original developer per the 1/8 mile rule guideline before they would be permitted to connect to that line.

If the developer of parcel B crosses the shared boundary of parcel A and C to access its development, 100 % of the water distribution system improvement cost is eligible for reimbursement. If the water main is the standard size, 100 % of the cost would be paid by the owners of parcel A and C to the developer of parcel B. The amount would depend on the percentage of benefit to each parcel so in this case each parcel would reimburse parcel B for their 50% of the cost.

On Arterial and Collector streets, if a future development does not border any designated street, reimbursement still may be required. The original development is responsible for installing the required improvements on its boundaries on the water distribution system. There are future reimbursements for the cost of these completed improvements by subsequent developments.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.

REIMBURSEMENT PAYBACK SCENARIOS WATER DISTRIBUTION



Waste Water (Sewer) Collection Reimbursement Standards

Proper compensation for waste water (sewer) collection systems shall use equivalent residential units (ERU) in determining the improved capacity of the waste water collection system as determined by the Improvement Reimbursement Commission, times the actual cost of the subject existing improvements, plus 15% to address costs for (engineering, management, fees, interest and inspection).

The waste water collection system is not a looped grid type system and it is easier to determine the connection point to the existing system. Because developers are required to install minimum 8" sewer mains in all developments to provide individual sewer services and City development standards require developments to extend sewer mains to property lines with no reserve strips, the cost of reimbursements are more difficult to calculate. The other issues with sewer mains is that the design does not follow Arterial or Collector right of ways and are usually located within the boundaries of the development. For this reason all 8" sewer lines located in the interior of a development shall not be entitled to reimbursement unless the line only extends service for future connections. The cost of upsizing of a sewer main above 8" or to attain necessary depth to service adjacent subdivision from the stub extension to the property line shall be subject to reimbursement in the future from the adjacent parcel or parcels. Only the extra excavation and/or rock removal cost for additional depth would be eligible for reimbursement. The eligible cost for upsizing would include the increase expenditure for the material only (pipe, larger manholes or cleanouts, and fittings) except for improvements required for Major Sewer Trunk Lines or Line Replacements. If the original developer chooses to upsize the sewer main to provide additional depth for their subdivision, the upsizing is not subject to reimbursement. The reimbursement for upsizing shall be based on an ERU (equivalent residential unit) basis. If the new development is bounded on either side by an existing sewer lines but does not connect to or benefit from that line, the new development may be responsible for reimbursement of the cost of the existing sewer lines depending on other factors. A developer installs a 8" sewer main in a Collector right of way and the property that is located on the opposite side of the right of way plans to connect into sewer main or immediately downstream of that sewer main, that property would be responsible for 50% of the reimbursement for the lineal footage of sewer main including manholes, cleanouts, misc fittings and installation costs. Major off-site improvements such as major trunk lines or lift stations that are required by the City of Twin Falls will be entitled to reimbursement. The reimbursement will be based on a parcel's ERU requirement divided by pro rata share of ERU's available upon completion of the improvement. See examples below.

The original development is responsible for all of its boundaries where future sewer lines will be required. All minimum sewer lines on Arterial and Collector streets are consider part of the overall sewer collection system and may not necessary benefit every development but are the responsibility of the original development. However, reimbursement may be possible on sewer lines that provide future benefit to other parcels but do not benefit the original development. The boundary for sewer lines on Arterial and Collector street is based on the percentage of area that is up to +/- 1/8th of a mile deep (See 1/8 Mile Rule). All required interior lines are not eligible for reimbursement unless they required upsizing or extension of the sewer collection system. Replacement of an existing City-wide collection system trunk line or pump station would be eligible for future reimbursement based on the equivalent residential unit (ERU) increased capacity of the new line or pump station.

The waste water collection system costs would include installation cost and additional unusual conditions like rock removal or fill requirements and all materials including piping, manholes, cleanouts, and all required fittings. Line extensions or additional unusual conditions including additional depth that only benefit future development are eligible as reimbursement cost.

If a sewer pump station is required, the cost to design and complete the facility would include the pump and all required fittings and parts, the structure and related expenses; any City required landscaping and fencing, and any special electrical power requirements. Pre-development market value of the land dedicated for the pump location would be included in the overall cost of the pump station. Future reimbursement will be on an ERU basis.

Areas that would not qualify for reimbursement are interior sewer lines that only provide service to the original development and all individual sewer service connections

Examples:

If the current sewer main is capable of delivering 500 ERU's but there is no more capacity and a developer improves the system to carry 1000 ERU's. The additional 500 ERU's will be entitled to reimbursement from any future development upstream of the improved area. Therefore a 10 ERU development will be responsible for 2% of the cost of improvements.

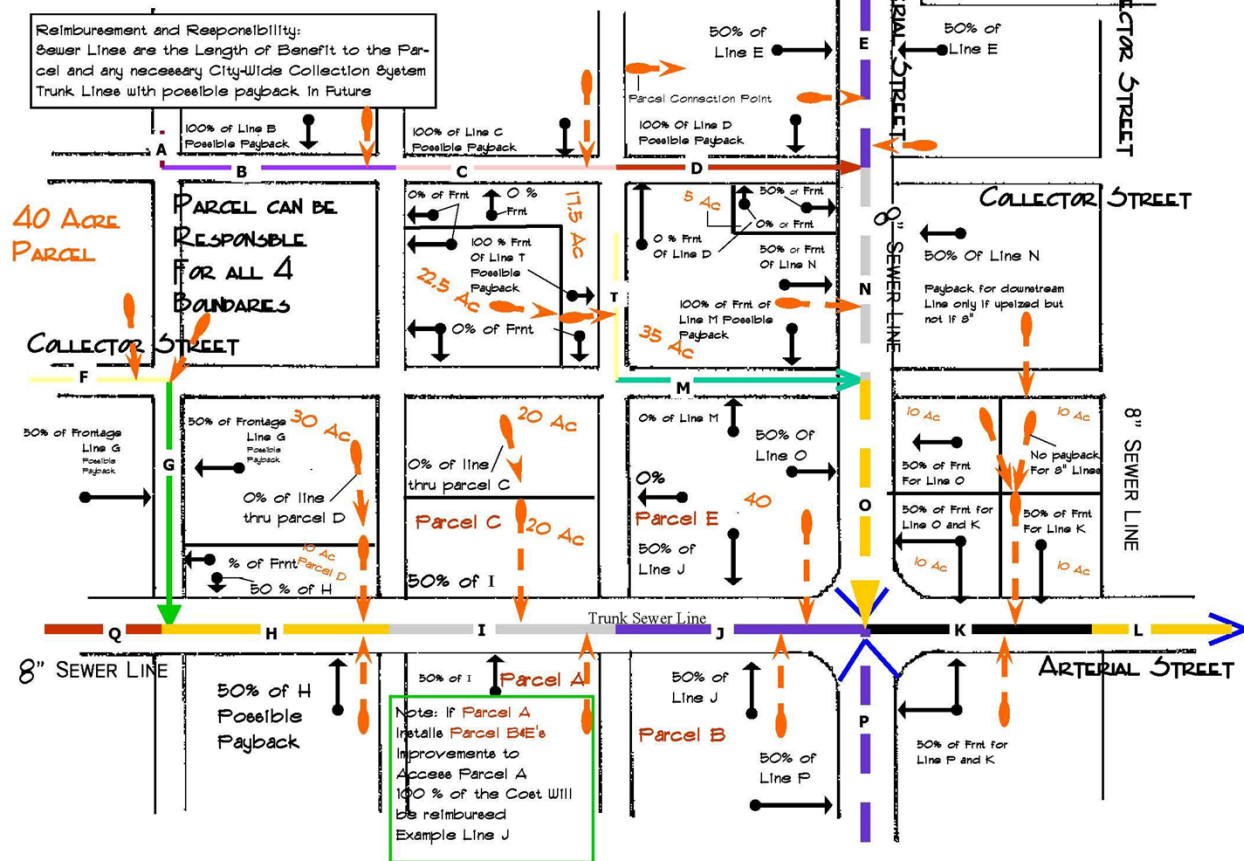
A developer is required to install a minimum of a 8" sewer line on a shared Arterial street; the adjacent property owner would pay one half or 50 % of the cost of that sewer line based on their lot or parcel frontage. If there are multiple owners along the shared Arterial Street, each owner would be responsible for their frontage along the sewer line. If a parcel is within the 1/8 mile rule of the said sewer line, they would be responsible to reimburse the original developer per the 1/8 mile rule guideline before they would be permitted to connect to that line.

If the developer of Parcel B installs an 8" sewer main across the shared boundary of Parcel A and C to access its development, 100 % of the waste water collection system improvement cost is eligible for reimbursement. The amount would depend on the percentage of benefit to each parcel. If the sewer line crossed the shared boundary, each parcel would reimburse Parcel B for 50% of the cost for a total of 100 %. The original development is responsible for installation of its required improvements on its boundaries on the waste water collection.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.

SEWER COLLECTION SYSTEM

Reimbursement and Responsibility:
Sewer Lines are the Length of Benefit to the Parcel and any necessary City-Wide Collection System Trunk Lines with possible payback in Future



Transportation Reimbursement Standards

Proper compensation for reimbursement of costs of transportation systems shall be the proportion of frontage footage of the proposed development, up to one half (1/2) of the actual cost, plus 15% to address costs for engineering, management, fees, interest and inspection, for any public works improvement(s) for properties that shares a common property boundary.

Developers are required to provide transportation improvements like curb, gutter, sidewalk or bike paths, landscape strips between curb and sidewalk or bike path, and asphalt roadway to centerline of the various types of approved streets per City of Twin Falls standards and specifications as part of development of the property. In certain cases a median may be also required. When the original developer constructs any of the transportation improvements outside the boundaries of their development, those items may be eligible for reimbursement. The reimbursement amount shall be the percentage of benefit to the other property in which the transportation improvement was completed.

The boundaries shall be based on the following; the original development is responsible for all of its boundaries where future roadways will be required. If the improvements are required to be placed on the adjacent right of way owned by another party, the original development is eligible for future reimbursement. If a parcel is located within the 1/8 mile rule of an Arterial or Collector roadway but does not border along the right of way the improvements are located in, that parcel may be responsible for a portion of the cost of the transportation improvements. (See 1/8 Mile Rule Standard)

The following types of roadways are eligible for reimbursement: Arterial streets, Collector streets, local streets, and alleyways:

Reimbursement is based on a roadway that is sized to be the narrowest approved width required. The improvements eligible for reimbursement would be excavation, compaction, gravel road base and leveling course, asphalt pavement, concrete pavement, parking striping, asphalt/concrete cutting, removal and patching, curb and gutter, roll curb, standard curb, curb ramp, curb scupper, catch basins, sidewalks (the size to be the narrowest approved width required), sidewalk scupper, sidewalk catch basins, sidewalks requiring retaining walls, concrete sign post pads, standard or monolithic extruded curb- gutter and sidewalk, medians and traffic islands which included curb and/or curb and gutter, gravel, concrete sign post pads, interior improvements like: concrete/asphalt/gravel, and/or landscaping including sprinkler system with controls, parkways (the size to be the narrowest approved width required) including interior concrete, asphalt, gravel and landscaping includes a sprinkler system with controls, approaches including Arterial approaches, standard approaches, valley gutters, wheel-chair ramps, and driveway approaches, transportation ramps including public ramps with hand rails, bike paths that are either asphalt paths, concrete paths, gravel paths, metal guardrail, signage such as required public safety signs, utility sleeves that are installed for natural gas, electrical, and cablevision, telephone or any future non-City of Twin Falls utilities, and saw cutting for both expansion joints and standard joints, and saw cutting of asphalt at new street patch back. Traffic Signals are eligible for reimbursement using the 1/8 mile rule standard.

The following areas that would not qualify for reimbursement are buried non-City of Twin Falls utilities, interior transportation improvements that only provide service to the original development, and mail box pads.

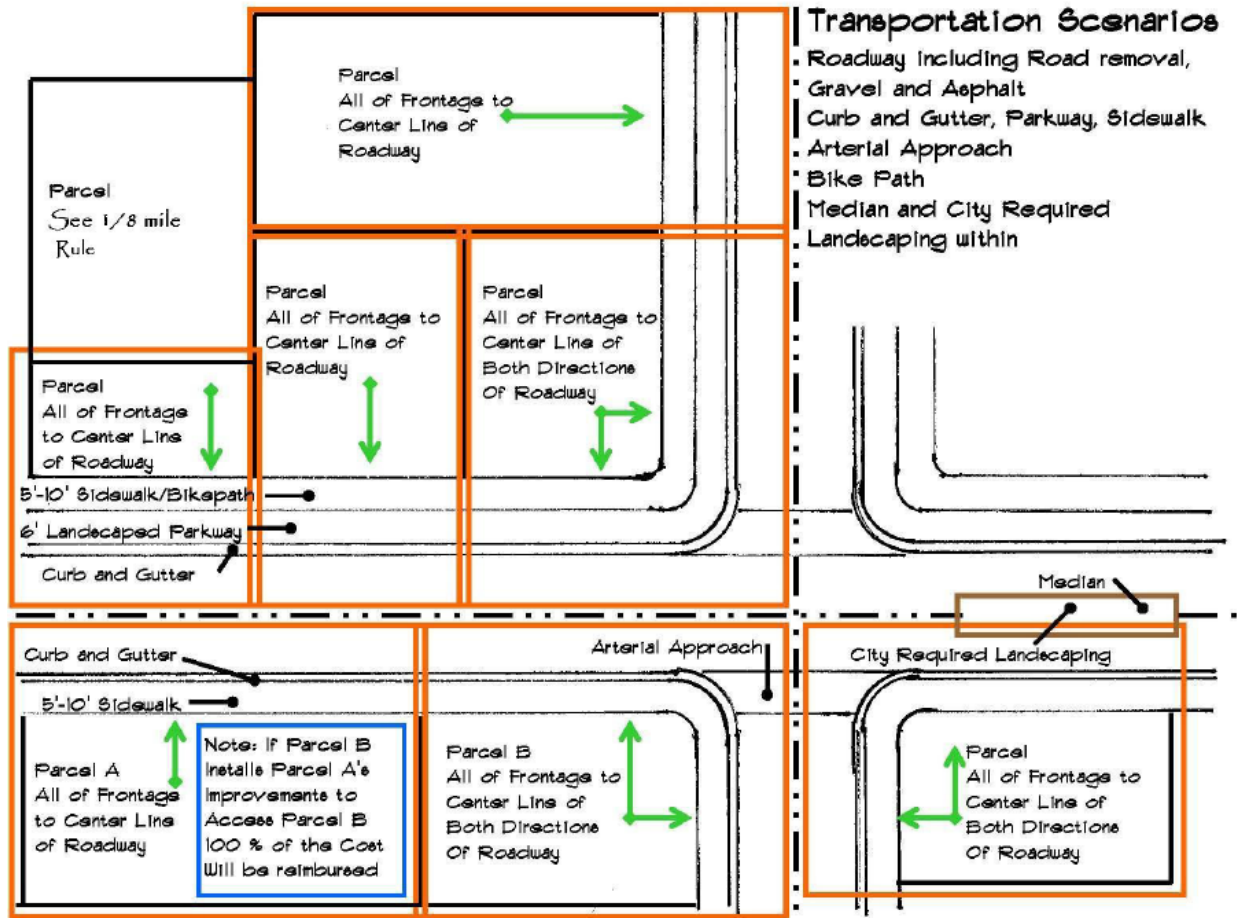
Examples:

A developer of parcel B is required to improve an additional width of twelve (12) feet of roadway on the adjacent property of parcel A to meet the road width requirement for its development, that improvement is eligible for 100 % reimbursement from the owner of parcel A.

If the developer of parcel B crosses the shared boundary of parcel A and C to access its development, 100 % of the improvement cost is eligible for reimbursement. The amount paid by the owners of parcel A and C would be the pro rata share of the improvements located on parcel A and C.

A parcel is responsible for the cost for all of its required improvements on its boundaries on the transportation system to the edge of its property including the roadway improvement within the future public right of way.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.



Pressurized Irrigation (PI) Pump Station Reimbursement Standards

Proper compensation for reimbursement of costs of pressure irrigation (PI) pump station reimbursement standards shall be the proportion of the total acreage, including impervious areas, of the proposed development or property owner desiring to connect to the existing system, installed by the initial developer, within the boundaries served by the improvements, as determined by the City Engineer and verified by the Commission, times the actual pro rata cost of the existing improvements, plus 15% to address costs for (engineering, management, fees, interest and inspection).

Developers have many options available regarding the type of Irrigation System they utilize for their development but all new developments will be required to comply with the City's pressurized irrigation system requirements. This plan requires the use of PI pump stations to supply irrigation water to their development. When possible, the use of regional PI pump stations will be incorporated into the larger area surrounding the development. There will be both public and private systems. However, for regional PI pump stations, they will be designed and sized sufficiently for the acreage to be served. As properties connect to the station, they will be subject to a pro rata share of acres requesting service divided by the design capacity of acres available. For example: The capacity of a PI pump station is 1000 acres of service and the property requesting to be connected to the station is 40 acres, the reimbursement will be 4% of the cost of the station in addition to 40 shares of Twin Falls Canal Company water being able to be transferred from said property to the City of Twin Falls.

The design and boundary of the PI pump station will vary according to location of available water and the requirements of the region. The design and boundary of the service area will be determined by the City Engineer and the percentage of benefit will determine the amount of future reimbursement. Subdivisions that are completely developed and fully accepted by the City of Twin Falls are not subject to any reimbursement requirements unless the subdivision is connected to the regional pump station in the future.

The PI pump station costs would include the installation cost and unusual conditions like rock removal or fill requirements and all materials including piping, valves, and all required fittings. Also included are additional costs for the assemblies including back flow valves, pressure reducing valve, blow off valves, diversion and overflow structures, and overflow piping, structure and related expenses, any City required landscaping and fencing, and any special electrical power requirements. The total cost shall include land costs based on pre development appraisal per acre market value of the land dedicated for the pump location.

Future reimbursement will be based on acres served and not water shares. It is the same for residential, commercial, institutional and industrial uses.

Areas that would not qualify for reimbursement are PI pump stations that only provide service to the original development and all individual PI service connections.

Examples:

If a PI pump station is designed and completed to service 640 acres, and a 20 acre development is required to connect to the pump station to provide PI to their development. The 20 Acres development would be responsible for 3.125 % of the total cost of the pump station. Ex. 20 Acres divided by 640 Acres would be 3.125%.

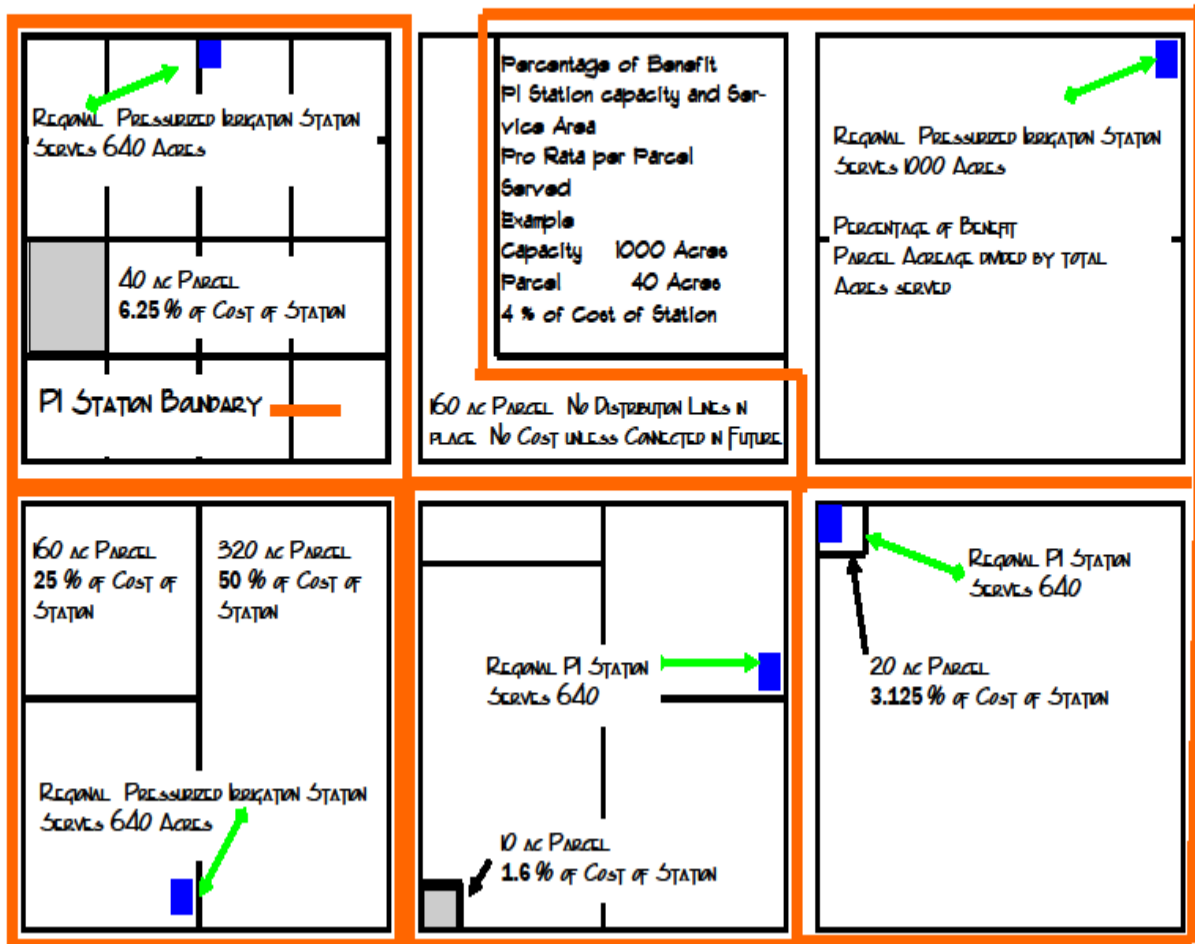
If a PI pump station is designed and completed to service 1000 acres, and a 40 Acre development is required to connect to the pump station to provide PI to their development. The 40

Acres development would be responsible for 4.00 % of the total cost of the pump station. Ex. 40 Acres divided by 1000 Acres would be 4.00%.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.

REIMBURSEMENT PAYBACK SCENARIOS

PRESSURIZED IRRIGATION STATION



Pressurized Irrigation (PI) Distribution Reimbursement Standards

Proper compensation for reimbursement of costs of pressure irrigation distribution systems shall be the proportion of frontage footage of the proposed development, up to one half (1/2) of the actual cost, plus 15% to address costs for engineering, management, fees, interest and inspection, for any public works improvement(s) for properties that shares a common property boundary.

Private developers are required to provide a pressurized irrigation (PI) distribution system within its development. The PI distribution system is a looped or connected system and multiple PI lines benefit many other properties over long distances. The developer is responsible for construction of PI mains on Arterial streets, Collector streets, interior streets that are located within the boundary of their development. If these PI mains are located within the right of way on a shared property line, the improvement costs of these PI mains are eligible for reimbursement and would be based on the amount of frontage along the PI main. The cost of the PI line would be split in half with each side of the right of way and each property owner would pay 50 % of the improvement cost. If there are multiple properties along the PI line, the owners of those properties would be responsible for their frontage along the PI main. If a parcel is located within +/- 1/8 of a mile of an Arterial or Collector PI main but does not border along the right of way the line is located in, that parcel may be responsible for a portion of the cost of that PI main. (See 1/8 Mile Rule Standard) If the initial developer constructs any of the PI distribution system improvements outside the boundaries of their development, those items may be eligible for reimbursement. The reimbursement amount shall be the percentage of benefit to the other property in which the PI distribution system improvement was completed.

In cases where the PI distribution system requires upsizing or other additional items, the difference in cost of material would be eligible for reimbursement from properties served by the upsizing or additional items. For developments that extend the PI line from a source point not directly adjacent to their property, the entire offsite line is subject to reimbursement from the properties it crosses or the properties adjacent to the PI line at time of tie in. Offsite adjacent properties shall be responsible for 50% of the cost of the PI line if bordered on one side or 100% of the cost of the PI line if property borders the PI line on both sides.

All PI lines on Arterial streets, Collector streets and interior streets are consider part of the overall PI distribution system and may not necessary benefit every development but are the responsibility of the original development. The original development is responsible for all of its boundaries where future main PI lines will be required and may be eligible for future reimbursement. The boundary for main PI lines on Arterial and Collector Street is based on the percentage of frontage that is up to +/- 1/8th of a mile deep. (See 1/8 Mile Rule Standard) All required interior lines are not eligible for reimbursement unless they required upsizing or extension of the PI distribution system to benefit adjacent properties. Eligible cost for upsizing (not for extensions) would include the increase expenditure of the material only (pipe, valves and fittings, etc.). Future reimbursement will be based on a pro rata per acre basis.

If the main PI line runs parallel to the boundary of the property and is within dedicated city right of way for any type of street, it shall be considered bordered on one side.

The PI distribution system costs include the installation cost and additional unusual conditions like rock removal or fill requirements and all materials including piping, valves, and all required fittings. Also additional items like thrust blocking and assemblies including back flow

prevention assembly, reduced pressure assembly, blow off assembly, air injection assembly and air release/vacuum assembly.

Line extensions or additional unusual conditions including additional depth that only benefit the new development are eligible as reimbursement cost.

If a pump station is required, see the pressurized irrigation pump station standards.

Areas that would not qualify for reimbursement are interior PI lines that only provide service to the original development and all individual PI service connections.

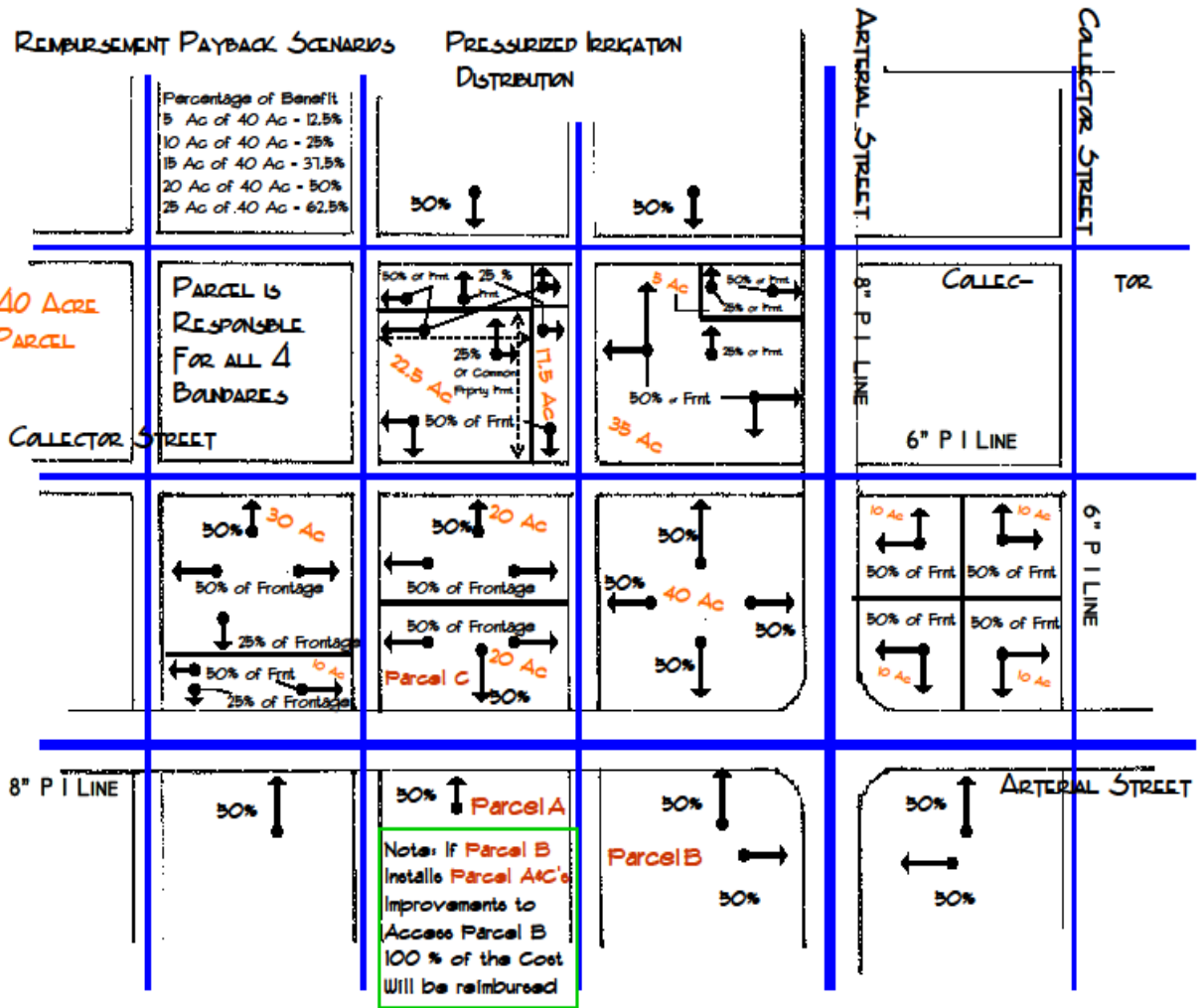
Examples:

A developer is required to install an 8" main PI line on a shared Arterial street; the adjacent property owner would pay one half or 50 % of the cost of that PI line. If there are multiply owners along the shared Arterial Street, each owner would be responsible for their frontage along the PI line. If a parcel is within the 1/8 mile rule of the 8" main PI line, they would be responsible to reimburse the original developer per the 1/8 mile rule guideline before they would be permitted to connect to that line.

If the developer of parcel B crosses the shared boundary of parcel A and C to access its development, 100 % of the PI distribution system improvement cost is eligible for reimbursement. If the PI main is the standard size, 100 % of the cost would be paid by the owners of parcel A and C to the developer of parcel B. The amount would depend on the percentage of benefit to each parcel. The amount would depend on the percentage of benefit to each parcel so in this case each parcel would reimburse parcel B for their 50% of the cost.

On Arterial and Collector Streets, if a future development does not border any designated street, reimbursement still may be required should the PI system provides service to the parcel. The original development is responsible for the installation for all of its required improvements on its boundaries on the PI distribution system. There are future reimbursements for the cost of these completed improvements by subsequent developments.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.



1/8 Mile Rule Standards:

Proper compensation for reimbursement of costs under the 1/8 mile rule standards shall be the percentage of benefit to the proposed development times the actual cost, plus 15% to address costs for (engineering, management, fees, interest and inspection) that improves any property that connects to any public works improvement(s).

The Area of Impact and the area within the City of Twin Falls City Limits are laid out in tracts of land on a Meridian, Township and Section system of survey.

A section is an area nominally one mile square containing 640 acres. Each Section is further divided into sixteen ¼ mile sections (or 1/16th sections of approximately 40 acres each) parcels that are approximately 1320' by 1320'. The City standards specify right of ways on these mile section boundaries for Arterial roadways, the ¼ mile increments between the Arterial right of ways are for Collector roadways. The City's water distribution system, wastewater collection system, transportation system, pressure irrigation pump stations and distribution utilize this right of way to locate future improvements and create certain boundaries.

When these improvements work as a whole system, some of the improvements benefit all the developments within the 1/4 mile section and possibly other ¼ mile sections as well. Any parcel, regardless of the location within 660 +/- linear feet of the center line of the right of way of said utility would be responsible for a portion of the cost of the improvements located on the Collector or Arterial right of ways. To determine this benefit, any parcel that is located within approximately 1/8 of a mile or 660 +/- linear feet of a Collector or Arterial right of way measuring perpendicular from the center line of the right of way, a percentage of the improvement cost would be paid by this parcel.

The method of calculating this percentage with based on the following formula: since a 40 acre parcel will be bounded on 4 sides by either a Collector or Arterial right of way, the 40 acre parcel will be reduced to four equal square areas of 10 acres. The parcel in question in that 10 acres will pay a reimbursement amount based on the amount of area no matter where it is located or arranged in those 10 acres. I.E. 3 acre parcel will pay 3/10ths of the cost of the improvements located within either the Arterial or Collector right of way or both.)

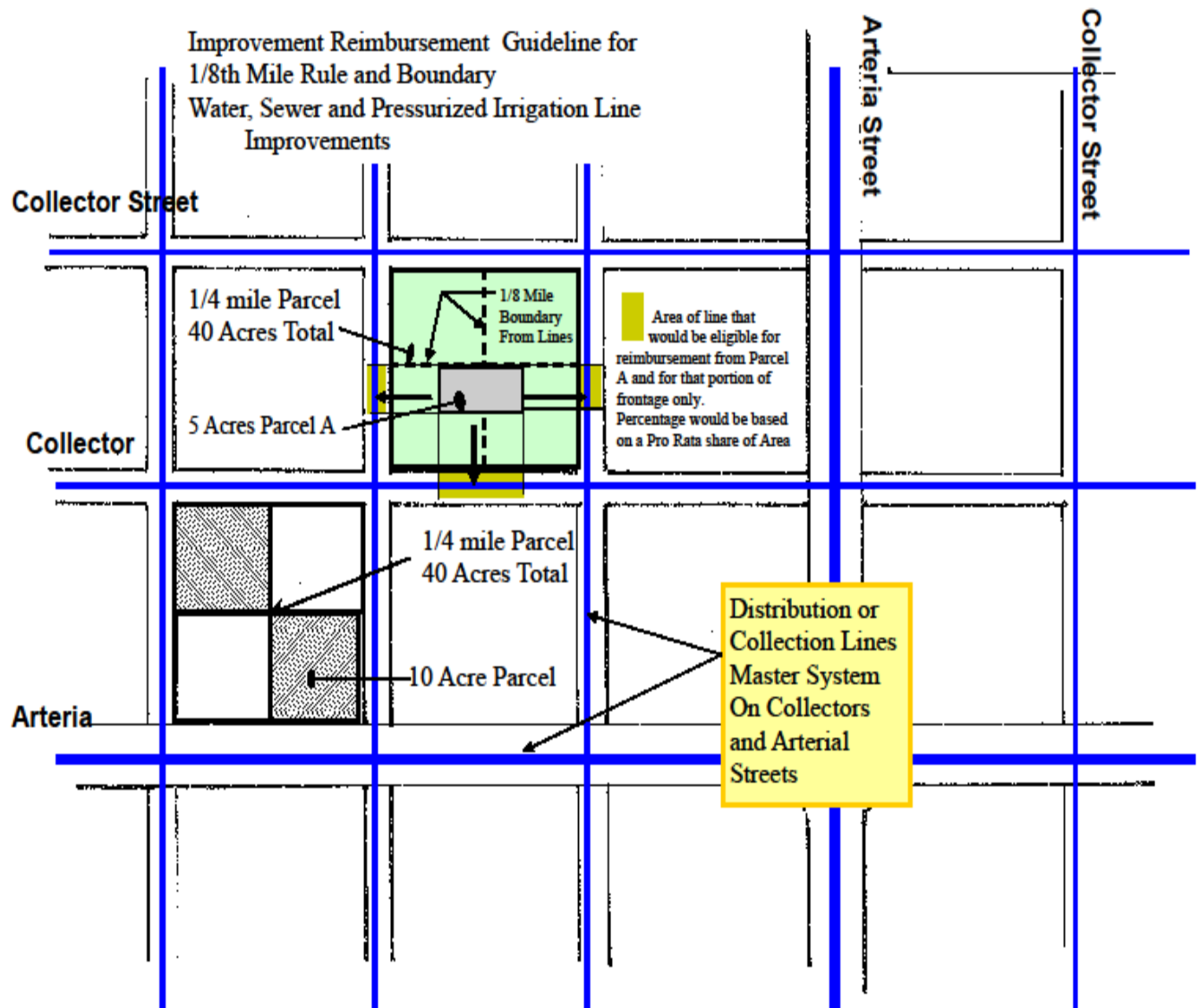
This method would apply to water distribution system, transportation, pressurized irrigation distribution system, and waste water collection system. This method would not apply to the pressured irrigation pump station systems.

Examples:

The initial developer improves a 5 acre parcel that is 660' by 330' that runs east to west and is parallel along an Arterial right of way located on the development's south property line and a Collector right of way on the development's west property line. The developer installs a 12" water main line in the Arterial right of way at a cost of \$30,000.00 and a 10" water main line in the Collector right of way at a cost of \$20,000.00. The developer also installs an 8" PI line in the Arterial right of way at a cost of \$10,000.00 and a 6" PI line in the Collector right of way at a cost of \$5,000.00 for a total improvement cost of \$65,000.00. This cost would be shared by the property or properties (see 1/8 mile rule) south of the Arterial right of way and west of the Collector right of way on a 50/50 basis. These parcels would reimburse the original developer for 50 % of the total cost of \$65,000.00 or \$32,500.00 plus an additional 15 % (See Resolution for explanation).

A 3 acre Parcel is located directly north of the original developer's property and part of the property is within 1/8 of a mile from the center line of the Arterial right of way with the water and PI improvements. This parcel would be responsible for the amount of acreage that is within 660 +/- linear feet or in this case the 3 acres would be 3/10th of the 10 acre grid method. The cost for the water main line and the PI line on the Arterial right of way was \$40,000.00. The parcels located south of the Arterial right of way would reimburse the original developer for half of the improvement cost or \$20,000.00 plus the 15 % which is \$23,000.00. Since the 3 Acre parcel is located perpendicular to the right of way, that parcel would reimburse the original developer for 3/10th of the remaining half of the cost of \$20,000.00 or \$6,000.00 plus the 15% which is \$6,900.00 for the Water and PI improvements located on the Arterial right of way. However, because the 3 acre parcel is not located within the 660 +/- linear feet measuring perpendicular from the Collector right of way, there would be not be any reimbursement by the 3 acre parcel for the cost of the water and PI improvements located on the Collector right of way.

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.



Twin Falls Canal Company Water Delivery System Reimbursement Standards

The Twin Falls Canal Company, known as "TFCC" in this section, owns and operates the irrigation water delivery system consisting of irrigation structures and head gates, canals and laterals, known as "Irrigation Improvements" in this section, located in easements and right of ways throughout the City of Twin Falls. The City of Twin Falls aids the TFCC in the design, maintenance and oversight of their water delivery system. All TFCC Irrigation Improvements become part of the overall design of any subdivision and requires approval by the City of Twin Falls Engineering Department.

Proper compensation for reimbursement of costs of the TFCC water delivery systems shall use the degree of benefit as determined by the Improvement Reimbursement Commission, times the actual cost of the subject improvements, plus 15% to address costs for engineering, management, fees, interest and inspection.

The TFCC water delivery system is not a looped grid type system and per a State Agreement, the TFCC has recorded and unrecorded rights-of-ways along the sides of its main canals (50 feet), major laterals (30 feet), and smaller laterals (15 feet or a proportionate width) by a 1903 Agreement with the State of Idaho. These measurements are from the toe of the bank.

The Irrigation Improvements follow a gravity path and are not located per property boundaries. Irrigation Improvements can be located partially on two different properties and the cost of reimbursements are more difficult to calculate. The 1/8th mile rule will not apply to Irrigation Improvements reimbursement. Degree of benefit is determined by the location of the Irrigation Improvements. All reimbursements will be determined per the historical location and right of way of any Irrigation Improvement. Benefit is determined by the location of the center of the Irrigation Improvement, the toe of the bank and the TFCC right of way. The Irrigation Improvements cannot be relocated on an adjacent property to create benefit where benefit did not previously exist.

To qualify as an Irrigation Improvement eligible reimbursement, the improvement must involve replacing a canal or lateral with approved TFCC pipe using an underground installation and/or the improvement or replacement of existing or new irrigation structures and head gates; and is required as a condition of approval by the TFCC and the City of Twin Falls.

The Irrigation Improvements costs would include installation cost and additional unusual conditions like rock removal or fill requirements and all materials including piping, irrigation structures and head gates, cleanouts, and all required fittings.

If the Irrigation Improvement is required to cross an adjacent property, the adjacent property owner is responsible for 100 % of the cost of the Irrigation Improvement for that portion located on their property. If the Irrigation Improvement is located on two adjacent properties, both property owners are responsible for 50% of the cost of the Irrigation Improvement when one toe of the bank of the canal or lateral is located within their property boundary or any part of the irrigation structure is located on their property. Where a portion of the right of way is located on a property but the Irrigation Improvement is not, there is no benefit and the cost of the Irrigation Improvement is not eligible for reimbursement.

Examples:

A developer of Parcel A is required to install Irrigation Improvements as part of the development of their subdivision and the Irrigation Improvements are located parallel to Parcel B and where any toe of the bank of the canal or lateral or an irrigation structure crosses Parcel B for any length those improvements are eligible for reimbursement. There is benefit to Parcel B therefore 50% of the cost of the Irrigation Improvement for the length of one toe of the bank crosses the boundary between Parcel A and B or if any portion of the irrigation structure is located on both properties are eligible for reimbursement. When both toes of the bank of the canal or lateral or all the irrigation structure is located on Parcel B, 100% of the cost of the Irrigation Improvements are eligible for reimbursement for that portion. See Example 1.

A developer of Parcel C is required to install Irrigation Improvements as part of the development of their subdivision and the Irrigation Improvements are located parallel to Parcel D. If the irrigation structure or the toe of the bank of the canal or lateral does not cross Parcel D at any point although the right of way does, there is no benefit to Parcel D therefore the Irrigation Improvement are not eligible for reimbursement. See Example 2

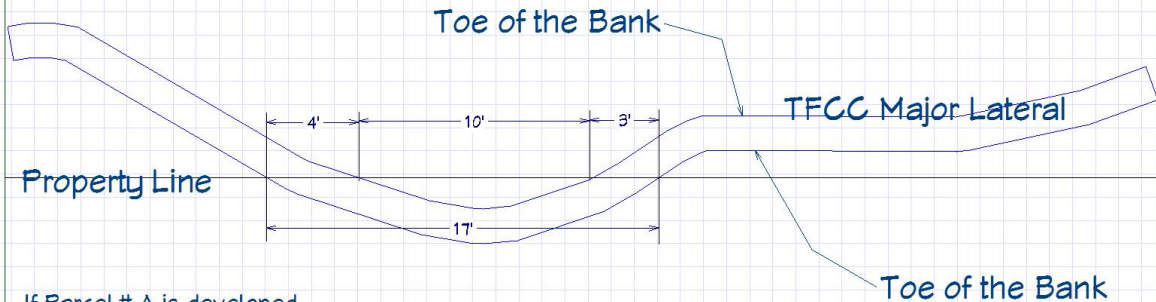
A developer of Parcel E is required to install Irrigation Improvements as part of the development of their subdivision and there is a canal or lateral delivering TFCC water to the subdivision on Parcel F that the TFCC requires to be improved. The developer of Parcel E will complete the required Irrigation Improvement within the TFCC right of way on Parcel F and the owner of Parcel E will be eligible for 100 % of the cost from Parcel F as an improvement reimbursement. See Example 3

The following drawing will help to illustrate the proper compensation to be paid to an initial developer under the rules set forth above. If there is any conflict between the text and the illustration, the rules contained in the text shall prevail.

Example 1

Parcel # A

Proposed Subdivision



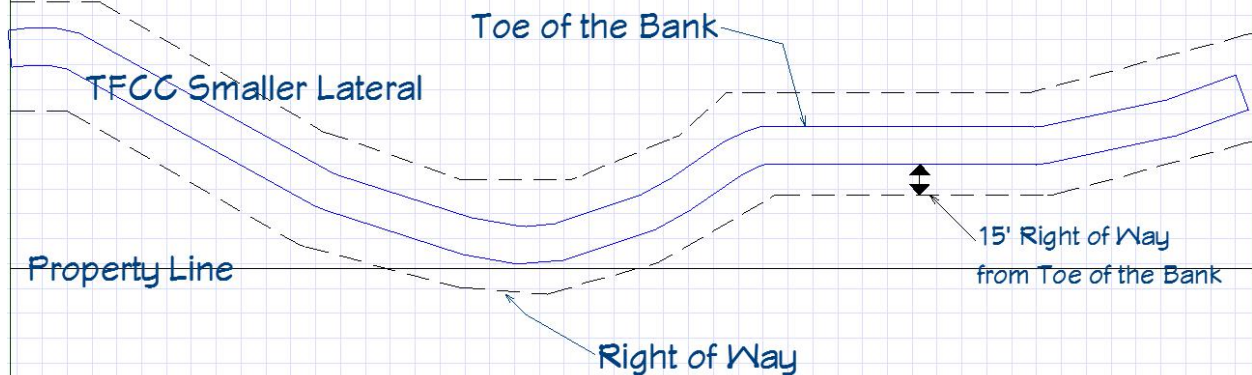
If Parcel # A is developed and the Major Lateral is piped, the 17' portion of the TFCC lateral located on Parcel # B funded by Parcel # A is eligible for reimbursement.
(If piping is relocated to Parcel # A, it is still eligible for reimbursement)

Parcel # B

Example 2

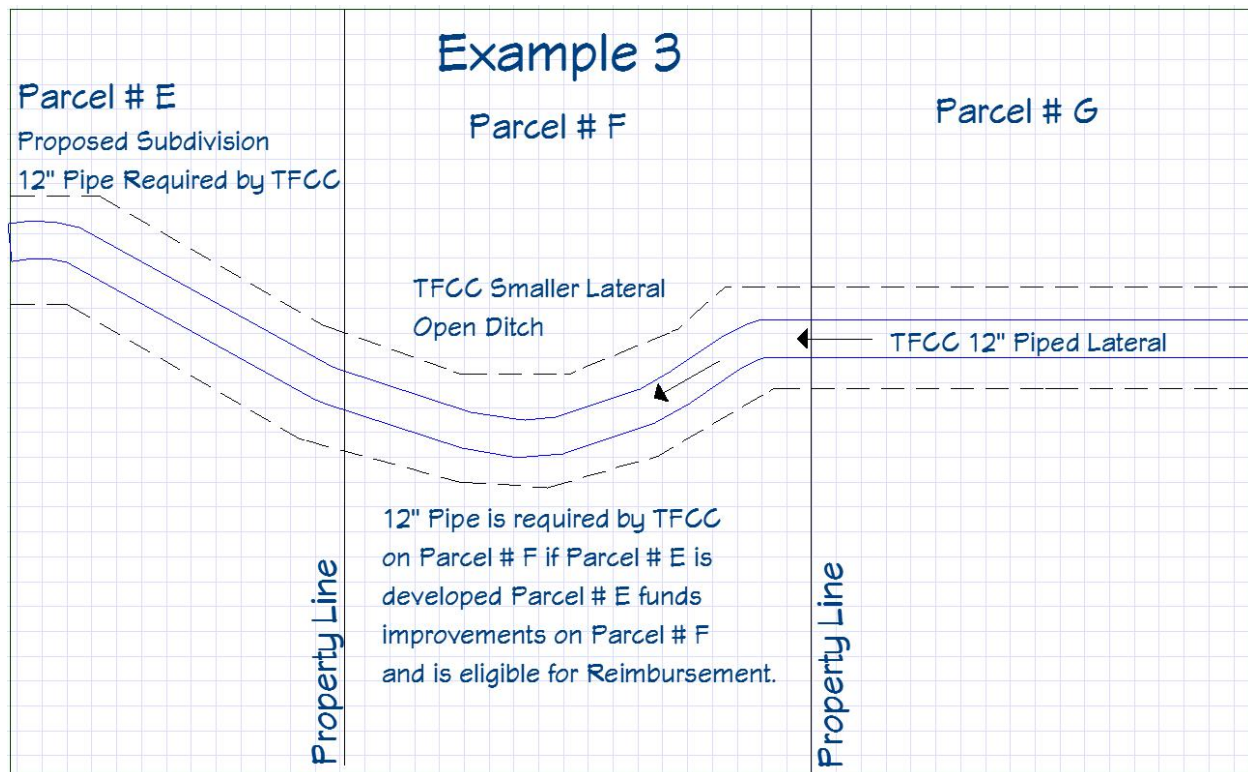
Parcel # C

Proposed Subdivision



Parcel # C is developed and the Smaller Lateral is piped, the right of way bisects the property line and is located on Parcel # D. The toe of the bank does not bisect the property line therefore Parcel # C is not eligible for reimbursement.

Parcel # D



PASSED BY THE CITY COUNCIL , 2017.

SIGNED BY THE MAYOR , 2017.

MAYOR

ATTEST:

DEPUTY CITY CLERK



Public Hearing: **Wednesday, August 28, 2017**

To: **Honorable Mayor and City Council**

Presenter: Jonathan Spendlove, Senior Planner

Authors: Jonathan Spendlove & Steve O'Connor

Editor: Renee V Carraway-Johnson, Zoning Administrator

AGENDA ITEM

Request: Request for an **Amendment** to the Valencia Park ZDA - Master Development Plan, to remove the landscaped traffic calming islands within Valencia Street for property located along Valencia Street from Southwood Avenue south to 3600 North Road. c/o Rex Harding/Riedesel Engineering, Inc. on behalf of Dennis Hourany (app. 2882)

Time Estimate:

The applicant's presentation may take up to ten (10) minutes. Staff presentation will be approximately five (5) minutes.

Background:

Applicant:	Status: Property Owner	Size: 9 (+/-) acres
Dennis Hourany PO Box 122 Freedom, WY 83120 925-766-2875 dennis@elitetile.usa	Current Zoning: R-4 -ZDA	Requested Zoning: ZDA Amendment to remove Landscaped Traffic Calming Islands
	Comprehensive Plan: Town Neighborhood	Lot Count: 84 lots, 1 Tract
	Existing Land Use: Undeveloped/Agricultural	Proposed Land Use: Planned Townhome/ Row house development
Representative:	Zoning Designations & Surrounding Land Use(s)	
Rex Harding Riedesel Engineering Inc. 526 Shoup Ave W, #C Twin Falls, ID 83301 rharding@riedeseleng.com	North: R-4, Valencia Ave/Residential	East: R-4, South Hills Middle School under construction
	South: 3600 North Road; R-4, Skylane Trailer Park/Residential	West: R-4, Residential
	Applicable Regulations: 10-1-4, 10-1-5, 10-4-5, 10-6-1, 10-7-6, 10-9, 10-10-1 through 3, 10-11-1 through 9, 10-12-1 thru 4, Valencia Park ZDA	

Approval Process:

As per Twin Falls City Code 10-6-1.6-procedure for conformance with a ZDA:

Final development plans, including plats, construction plans, and/or site plans, submitted for the development of the ZDA subject parcel shall conform to the approved conceptual development plan. Details on the final development plan(s) with minor variations from the conceptual development plan may be approved by the administrator, or designated city official without public hearing. If it is determined that a proposed change(s) constitutes a departure from the conceptual development plan and/or the development standards, the ZDA written commitment document shall be adequately amended using the initial approval process contained herein. ***Changes to any of the following items constitute a departure from the conceptual development plan and/or development standards, thus changing the basic relationship of the proposed development to the adjacent property:***

The permitted uses, Increase in density, Increase in building height, Increase in building coverage of the site, Reduction in the off street-parking ratio, reducing the building setbacks provided at the boundary of the site, Reduction of any open space plans, or Alteration of the overall design theme, primary architectural elements, or building materials. (Ord. 3082, 12-8-2014)

Budget Impact:

Approval of this request should have no financial impact on the City budget. Within the ZDA, the Homeowners Association is obligated to maintain the landscaped traffic calming medians.

Regulatory Impact:

After a public hearing, the recommendation from the Planning and Zoning Commission for the requested change is presented to the City Council during a public hearing. The City Council is tasked with making a decision.

History:

In June, 2016, this commission forwarded on a positive recommendation to city council to approve the Valencia Park R-4 ZDA with the following conditions;

1. Subject to site plan amendments as determined by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and Standards.
2. Subject to the entirety of Valencia Street being constructed in the first phase, subject to Engineering review of the plat.
3. Subject to the perimeter fence being installed prior to issuance of a building permit, for each phase of the project.
4. Subject to a final plat being recorded prior to any development.
5. Subject to conformance to the Zoning Development Agreement and the Valencia Park Master Development Plan as approved.

In October 2016, the City Council held a public hearing and approved the request for a Zoning District Change and Zoning Map Amendment for this site to a Valencia Park R-4 ZDA zoning designation. Ordinance 2016-16 was recorded in December 2016.

On July 11, 2017, a Preliminary Presentation was made to the Planning and Zoning Commission requesting an amendment to the Valencia Park ZDA-Master Development Plan followed by a public hearing on July 25, 2017.

Analysis:

This is a request to amend the Valencia Park ZDA that was recorded in December 2016 by removing the Landscaped Traffic Calming Islands within Valencia Street, as approved on the Master Development Plan. A preliminary plat was submitted on July 6, 2017, which showed the approved Landscaped Traffic Calming Islands within Valencia Street. The Public Works Departments are included when a preliminary plat is reviewed. During review of the preliminary plat, staff from the Engineering Department and the Street Department reminded the group that Valencia Street is designated as a Collector in both the city code and the TMP. This means Valencia St is to be developed to collector widths/standards, unless a lesser width is approved by the City Council as part of the Zoning Development Agreement. The public works staff also expressed concern that the preliminary plat showed "islands" within Valencia Street, which are not outright permitted by code within right of way. The Street Department also raised concerns regarding maintenance and maneuverability of their snow plows down Valencia Street the way it was currently designed; with curved roadway and islands in the middle. As part of the ZDA process, development of Valencia St was represented as meeting city standards; collector widths and detached sidewalk. The Landscaped Traffic Calming Islands within Valencia Street were added upon conclusion of neighborhood meetings. The ZDA and MDA were approved as presented.

Removal of the landscaped traffic calming islands within Valencia Street changes the overall design theme of the development, thus triggering City Code 10-6-1.6(H) by requiring the developer to request an amendment of the approved Valencia Park ZDA MDA to remove the islands as approved.

Comprehensive Plan Compliance:

The original Valencia Park ZDA was evaluated under the previous 2009 Comprehensive Plan, which designated the area as "Medium Density." The 2016 Comprehensive Plan; "Grow With Us" designates this corridor as appropriate for "Town Neighborhood." Town Neighborhood allows for a much broader range of densities and can still accommodate medium density through a townhome development townhomes. This request does not adjust the over all density or change the townhome aspect of the development, and therefore Staff has determined the Valencia Park ZDA complies with the 2016 Comprehensive Plan; "Grow With Us" as approved.

On July 25, 2017, the Commission held a public hearing on this request. Upon much discussion and deliberations, Commissioner Grey made a motion to recommend to keep the landscaped traffic calming islands within Valencia Street and allow for a reduction in the required width of the asphalt roadway. Commissioner Hawkins seconded the motion. Members Dawson, Grey, Hawkins and Frank voted in favor of the motion and Member Hall voted against the motion.

Conclusion:

Staff supports the Commission's recommendation. If the Council votes to approve the recommendation as presented, staff recommends the following condition:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.

Attachments:

1. Letter of Request
2. a. Aerial w/ Approved MDP with islands
b. Aerial w/ Proposed MDP without islands
3. FLU Map
4. Site Photos
5. Valencia Park ZDA #2016-16
6. Portion of July 11th and July 25th P&Z minutes

**VALENCIA PARK ZDA TOWNHOUSE SUBDIVISION
PROPOSED ZDA DEVELOPMENT PLAN AMENDMENT**

The developer of the Valencia Park Subdivision, a ZDA are requesting an amendment to the ZDA Development Plan which includes the elimination of the center islands within Valencia Street.

a. Reason for the request:

The Twin Falls Engineering Department's comment No. 9 in their Preliminary Plat review letter dated August 1, 2016 stated "9. No Islands in public Right-of-Way." That subject was discussed with the Engineering and Planning and Zoning Departments and it was determined that since the islands were shown on the ZDA Development Plan that was approved by the City Council, they would have to be included in the development. In the Preliminary Plat review the City has stated that the pavement width on each side of the islands will be required to be 24 feet. Development of Valencia Street with that section will decrease the landscaping between the back of curb and sidewalk from 5 feet to 6 inches. The idea of installing the islands was to provide traffic calming along this collector street section through the residential development. Increasing the pavement width to 24' on each side of the island has the opposite effect providing essentially a divided highway. The sidewalks will be right behind the curb with no buffer zone. Removal of the islands is a better alternative since the sidewalks will still be 5 feet behind the curb with landscaping between.

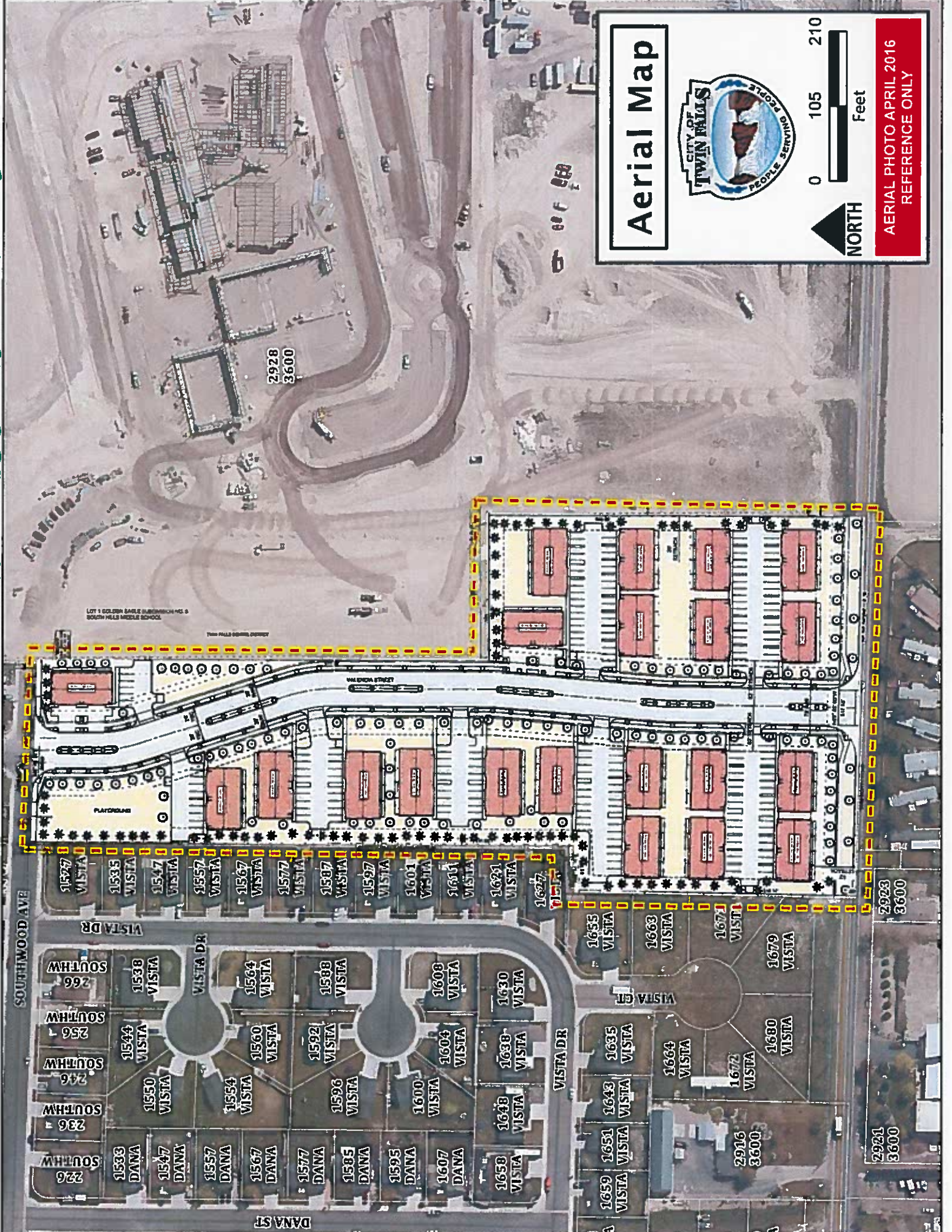
b. Effect of Revision:

The removal of the center islands meets the requirements of the Twin Falls Engineering Department and allows the preliminary plat to be approved and the project to move forward.

c. Effect of Change on Surrounding Area:

The proposed revision does not change the development concept or area and will have no effect on the surrounding area.

APPROVED MASTER DEVELOPMENT PLAN - 2016-16



Aerial Map



AERIAL PHOTO APRIL 2016
REFERENCE ONLY

A north arrow pointing upwards with the word "NORTH" written vertically next to it. Below the arrow is a scale bar with markings at 0, 105, and 210, and the word "Feet" written below the bar.

**AERIAL PHOTO APRIL 2016
REFERENCE ONLY**

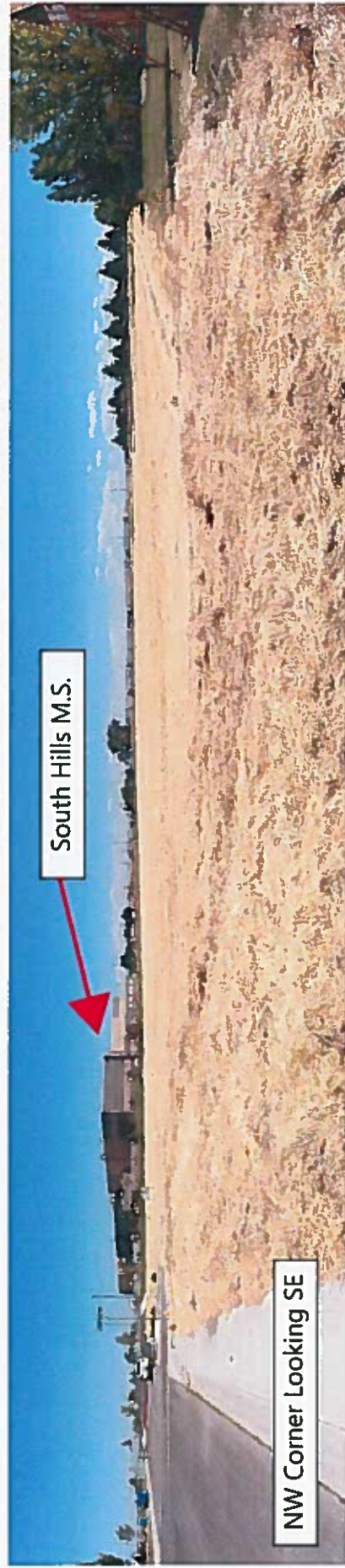
Future Land Use Map

- Agriculture
- Neighborhood Commercial
- Town Neighborhood



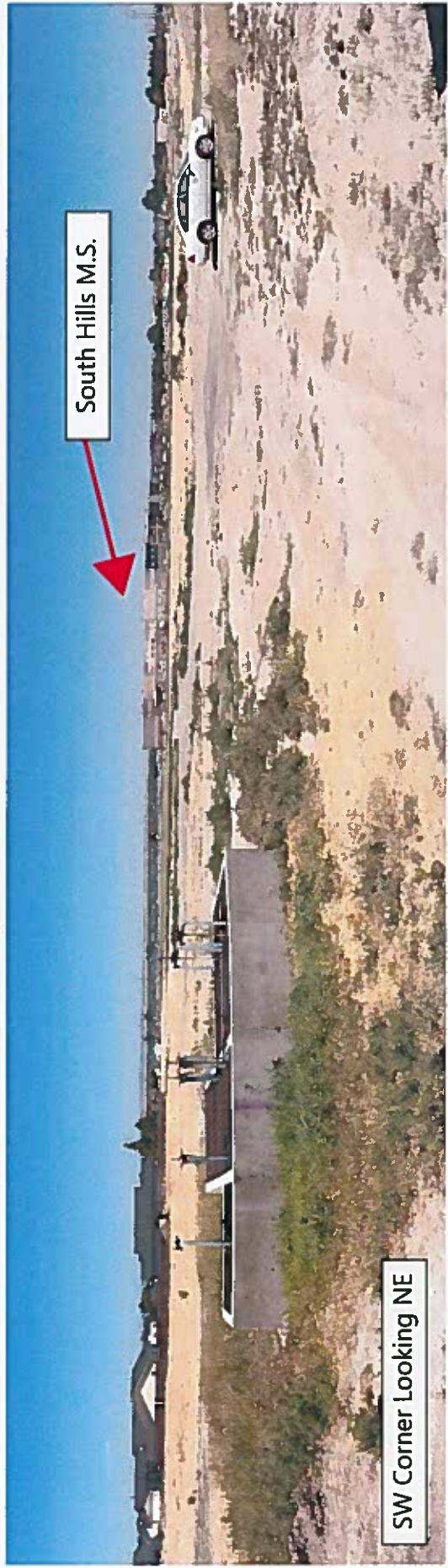
AERIAL PHOTO APRIL 2016
REFERENCE ONLY





South Hills M.S.

NW Corner Looking SE



South Hills M.S.

SW Corner Looking NE

ORDINANCE NO. 2016-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING REAL PROPERTY BELOW DESCRIBED; PROVIDING THE ZONING CLASSIFICATION THEREFOR; AND ORDERING THE NECESSARY AMENDMENTS TO THE AREA OF IMPACT AND ZONING DISTRICTS MAP.

WHEREAS, Dennis Hourany had made application for a Zoning District Change and Zoning Map Amendment of properties located at 2916 East 3600 North within the City of Twin Falls, and an amendment of the Area of Impact and Zoning Districts Map; 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 28th day of June, 2016, to consider the Zoning Designation, necessary Zoning and Planning Map amendment upon a REZONE of the real property below described, and an amendment to the Area of Impact and Zoning Districts Map; 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 matter on the 25th day of July, 2016.

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

SECTION 1. That the following described real property located at 2916 East 3600 North is the subject of a Zoning District Change and Zoning Map amendment from R-4 to R-4 ZDA:

See Exhibit "A" and Exhibit "B"

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same are hereby amended to reflect the rezoning of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL

SIGNED BY THE MAYOR

November 7, 2016
November 7, 2016

Sharon A. Bauer
Mayor

ATTEST:

Marion Brya
Deputy City Clerk

PUBLISH: Thursday ²⁵ November ~~15~~, 2016

Exhibit A

The legal description of the property is Lot 2 of the Golden Eagle Subdivision No. 4 a conveyance plat located in the Southwest Quarter of Section 28 Township 10 South, Range 17 East of the Boise Meridian in Twin Falls County, Idaho.

Consisting of 9.12 +/- Acres

Exhibit "A"

The legal description of the property is Lot 2 of the Golden Eagle Subdivision No. 4 a conveyance plat located in the Southwest Quarter of Section 28 Township 10 South, Range 17 East of the Boise Meridian in Twin Falls County, Idaho.

CONSISTING OF 9.12 +/- ACRES

Valencia Park ZDA Townhouse Residential Development

ZDA Development Commitment

Pursuant to All Parts of the Planning Exhibit "B"

This ZDA Development Commitment is made and entered into this ____ day of _____, 2016, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Dennis Hourany and/or his successors and assigns hereinafter called "Developer" for the purpose of developing a residential subdivision as a Zoned Development Agreement (ZDA). The legal description of the property is Lot 2 of the Golden Eagle Subdivision No. 4 a conveyance plat located in the Southwest Quarter of Section 28 Township 10 South, Range 17 east of the Boise Meridian in Twin Falls County, Idaho.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10 – Chapter 4 – Section 5 and Chapter 6 - Section 1, and all references to other sections therein, as amended, except for the following:

(1) Use Regulations:

- (A) Permitted Uses: Modified to include: Dwellings – Attached single household (aka Townhouse)
- (B) Special Uses: Special Use Requested for 4 unit multifamily buildings.
- (C) Prohibited Uses: None Requested.

(2) Property Development Standards:

- (A) Lot Area : Modified as Follows: Residential Lots: Minimum 722 Square Feet
Open Space or Common Area Tracts: No Minimum

- (B) Lot Occupancy: Modified As Follows: Residential Lots: 100% of Lot Area
Open Space or Common Area Tracts: 0% Occupancy

- (C) Building Height: no change requested.

- (D) Yards: Modified as Follows: Residential Lots: No property Line Setback Required
All Buildings shall be a Minimum of 20 feet from exterior boundary.
Street Setbacks: No Change Requested

- (E) Access: Modified As shown

- 1. Valencia Street will be developed as a public street through the development from 3600 North Street to Southwood Avenue. If construction phasing begins on the north end, the entirety of Valencia Street will be constructed during the first phase with the width beyond the platted phase to be determined by the City Engineer. If construction phasing begins on the south end, the entirety of Valencia will be constructed or a bond will be posted for the estimated cost of construction. Valencia will be completed by the year 2022.

2. Access to the buildings will be through private driveways and parking lots.
Each dwelling unit will have a single car garage except Building 1.
- (F) Landscaping: On-Site Landscaping shown on Master Development Plan to be installed, owned and maintained by Homeowners Association.
- (G) Off Street Parking: Two off street parking places are provided for each 2-bedroom unit. Two and one-half off street parking places are provided for each 3-bedroom residential unit.
- (H) Signs: Modified to include the following
1. Freestanding signs along Valencia Street will be erected to identify the development as the Valencia Park Subdivision. The signs will be permitted through the Twin Falls Building Department. A photo of a sign similar to the one that is proposed is attached.
- (I) Walls, Fences, Hedges, Trees, Shrubs, and Landscaping Structures: Modified to Include: A minimum of 6' tall white vinyl fence will be installed as exterior screen fencing along the exterior property boundary. The fence shall be constructed for each phase prior to the issuance of a building permit.
- (J) Platting: A final plat will be recorded for each phase prior to its development.
- (3) Other Site development Criteria – if applicable
(A) Building Elevations: Project to be constructed in accordance with the Building Elevations Provided with This Agreement.
(B) Density: No Change Requested.
(C) Residential Lot Width: Platted townhouse lot width will be a minimum of 20 feet.
(D) Residential Lot Depth: Platted townhouse lot length will be a minimum 41 feet.
(E) Open Space or Common Area: No minimum or maximum size
(F) Multi-Use Transportation Access: No amenities specifically designed for multi-use transportation access are planned.
(G) Park: No Change Requested to Park Dedication Procedure.
(H) Pathways: The sidewalks will be set back from the curb along Valencia Street and the 3600 North Road and be 6' wide.
(I) Screening: Modified to include the following
1. Trash containers shall be visibly screened from roadways, adjacent residential areas, and adjacent properties. Screening may consist of landscaping, masonry walls, or vision barrier fencing.
- (4) Architectural Standards: The buildings will be constructed by the developer and/or its successors and assigns in accordance with the building elevations included with this application.
- (5) Management Associations: A Valencia Park Homeowner's Association will be formed with documentation recorded at Twin Falls County. The property will be managed by a property manager hired by the Homeowner's Association.
- (6) Project Phasing: The development will be constructed in 6 phases. The schedule for the construction is to complete one or more phases each year starting in 2017 and to be completed by 2022.

If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

- (A) The city may initiate a process to change the zoning classification, or
- (B) New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for any portion of the ZDA subject parcel

On July 25, 2016 the City Council approved the development as presented subject to the following conditions:

1. Subject to site plan amendments as determined by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and Standards.
2. Subject to the entirety of Valencia Street being constructed in the first phase; if construction begins on the North end Valencia shall connect to 3600 North (Valencia connector width to be determined by City Engineer); if construction starts on the south end, either full construction of Valencia is required, or they can bond for the future phases, with a completion deadline by the year 2022; both scenarios subject to engineering review of the plat.
3. Subject to the perimeter fence being installed prior to Issuance of a building permit, for each phase of the project.
4. Subject to a final plat being recorded prior to any development.
5. Subject to conformance to the Zoning Development Agreement and the Valencia Park Master Development Plan as approved.
6. Subject to an on-site or hired property manager.

Developer



STATE OF WYOMING
County of LINCOLN) ss.

On this 21st day of NOVEMBER, 2016, before me, the undersigned, a Notary Public for WYOMING, personally appeared DENNIS HOURANY, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

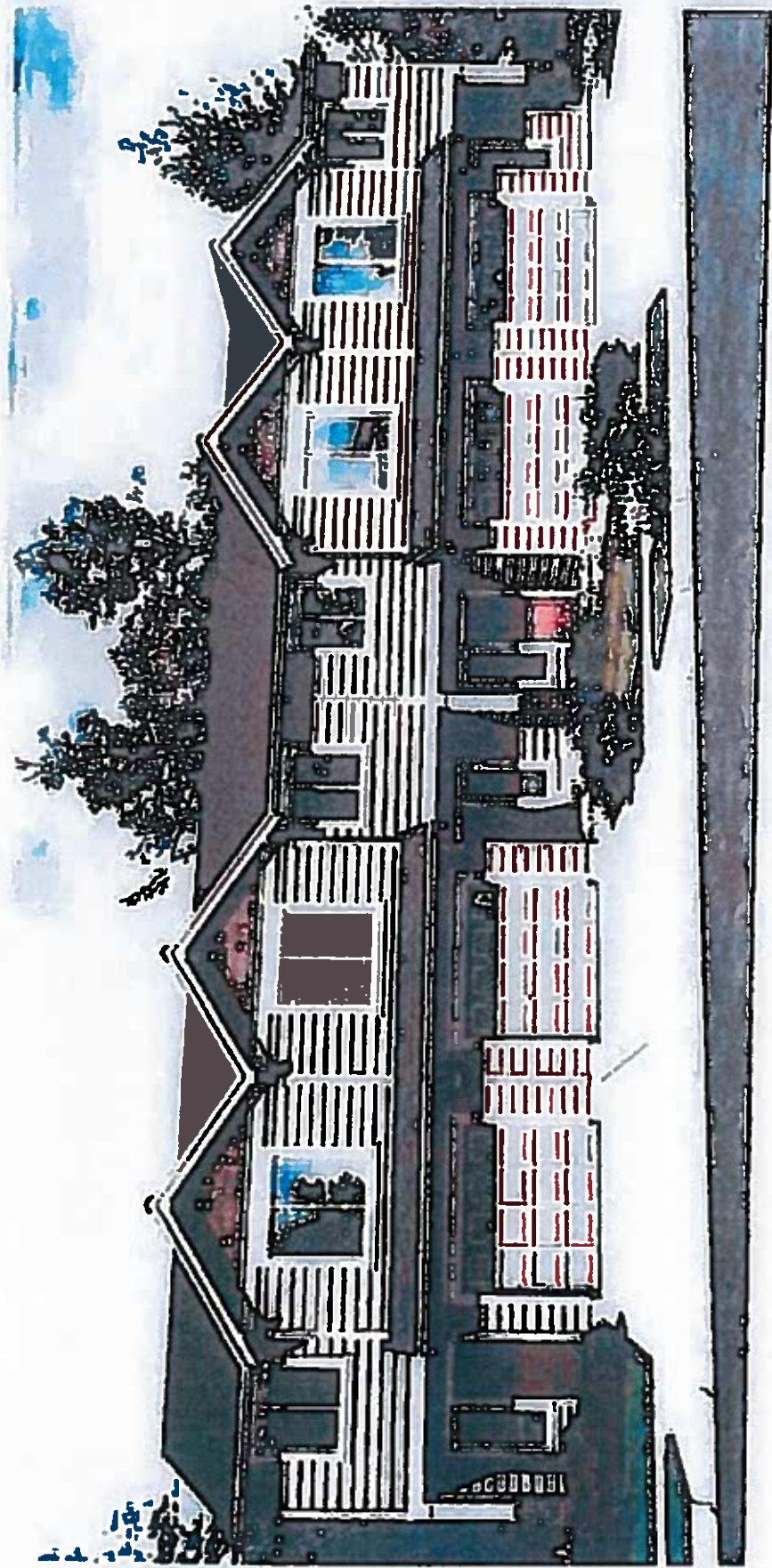
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.




Notary Public for WYOMING
Residing at 135 SPUR LOOP, ETNA
WYOMING 83118



NE Buildings #1 only
no gauges





Twin Falls Planning & Zoning Commission Minutes

Tuesday, July 11, 2017, 6:00 PM

City Council Chambers
305 3rd Avenue E
Twin Falls, ID 83301

Members -

City Limits: Tom Frank, Chairman, Kevin Grey, Vice Chairman, Danielle Dawson, Darren Hall, Craig Hawkins, Gerardo "Tato" Muñoz, Ed Musser

Area of Impact: Ryan Higley, Steve Woods

1) Confirmation of Quorum/Call Meeting to Order

Present Members: Frank, Grey, Hawkins, Munoz, Musser, Woods

Present Staff: Carraway-Johnson, Nope, O'Connor, Spendlove, Strickland, Vitek

Chairman Frank called the meeting to order at 6:00 P.M. He then reviewed the public meeting procedures with the audience, confirmed there was a quorum present and introduced City Staff.

2) Consent Calendar

a) Approval of Minutes from the following meeting(s): June 27, 2017

b) Approval of Findings of Fact and Conclusions of Law from the following meeting: June 27, 2017

TF Caswell Subd (pre-plat)	Sundance Subd, a PUD (pre-plat)	Powers, Kevin (SUP)
Johnson, Stephanie (SUP)	Gardiner, Tim (SUP)	Butler, David & Deborah (SUP)
Stahlecker, Andrea (SUP)		

Motion:

Commissioner Munoz made a motion to approve the consent calendar, as presented.
Commissioner Hawkins seconded.

Unanimously Approved

3) Items of Consideration

a) **A Preliminary Presentation** on a request to amend the Valencia Park ZDA Master Development Plan to remove the landscape islands within Valencia Street for property located at 2916 – 2930 East 3600 North. c/o Rex Harding, Riedesel Engineering Inc. on behalf of Dennis Hourany (app. 2882)

Applicant Presentation:

Rex Harding, Riedesel Engineering, Inc. representing the applicant stated that in the original plan there were landscape islands in the collector street. The intent behind installing the

landscaping islands was for traffic calming. When they submitted the plat last year one of the comments that came back from the City review was that they would prefer not to have landscape islands. Because the ZDA had already been approved with the landscape island in the Master Development Plan it would need to be submitted with the islands shown. The next review of the plat required that with the width of the road being 48' it would require 24' on each side of the island. The islands are 7' wide and in order to accomplish this requirement they would have to take the extra width out of the existing right of way minus a foot between the curb and the sidewalk and negate any traffic calming. As an example of what the street would look like complete with islands would be Washington Street North, essentially a collector built almost exactly like an arterial. The request is to remove the islands in the ZDA Agreement so that they can move forward.

Staff Presentation:

Senior Planner Spendlove reviewed the request on the overhead and stated the applicant previously went through the ZDA process in the Spring/Summer of 2016. This process included multiple public hearings and a couple revisions prior to being recommended for approval by this body. The City Council ultimately approved the project and the ZDA Document, with its accompanying documents and master plans were approved with Ordinance 2016-16 in the Fall of 2016.

The applicant is proposing to remove the traffic calming/landscape islands located within the Valencia Street Right-of-Way (ROW) as depicted on the previously approved Master Development Plan.

City Code requires a preliminary presentation to be made to the Commission for any new Zoning Development Agreements (ZDA's), OR modifications to previously approved ZDA's which are departing from the Master Development Plan in a manner the Administrator determines a public hearing is needed.

This is a time for the Commission to ask questions of the applicant on items pertaining to the requested change.

Staff makes no comments, or conditions with a preliminary presentation. A Complete analysis of this request will be made at the time of the **Public Hearing on July 25, 2017.**

PZ Questions/Comments:

- Commissioner Grey asked if the park is in the correct location provide in the exhibits.
- Senior Planner Spendlove explained that is how the master development was approved by City Council.
- Commissioner Frank asked how this came about as a request for amendment.
- Assistant City Engineer Vitek explained that the master development plan is a schematic and it is not sufficient for a technical review. At the time of engineering review the plans submitted identify the width of the road. Valencia will be a collector and has to meet

minimum requirements for a collector. Engineering feels that if they widen out the road as requested it will meet Engineering standards for a collector. During the construction plan review streets is invited to the plan review, and are not part of a zoning action review. Street would prefer not to have the islands, parks is not going to maintain the islands, which means each island has to be on its own separate tract and those tracts have to be assigned to someone like the adjacent home owner or the neighborhood. These conversations occur at the construction phase.

- Commissioner Grey explained that he does like the original plan, and as to who is going to take care of the landscape islands he thought would be done by the HOA, and it is a traffic calming feature. He asked if this type of discussion could occur prior to the ZDA coming to the Planning & Zoning Commission for approval.
- Assistant City Engineer Vitek stated staff has agreed that in the future if this type of design is provided in a plan it will be discussed prior to the public hearing. If the Commission believes this is a good plan staff can work with the applicant to resolve the issue.
- Commissioner Munoz explained that the islands may provide a safe location for kids if they try to cross the street without going to a corner to do so. The traffic calming is an issue.
- Assistant City Engineer Vitek explained that the 5' of landscaping strip would still be required and the sidewalk would have to shift to accommodate that requirements, which would result in the applicant having to dedicate more right-of-way.
- Commissioner Woods asked how wide Valencia is north of Southwood.
- Assistant City Engineer Vitek explained north of Southwood the width is 36' which is an old standard.

Public Hearing: Opened & Closed Without Comment

4) Public Hearings

- a) Request for the Commission's recommendation on a request to Vacate a 30' x 104' (+/-) undeveloped right of way located along the 100 Block of Morningside Drive c/o Rex Lytle on behalf of REEL, LLC (app. 2878)

Applicant Presentation:

Rex Lytle, the applicant explained they are requesting the vacation of a right-of-way. In the process of forming and ESOP they are trying to clean up the property ownership and the lease agreements. Over time they have purchased property along Kimberly Road and gradually expanded by purchasing adjacent properties and this request is just to clear up property ownership.

Staff Presentation:

Senior Planner Spendlove reviewed the request on the overhead and stated this Right of Way was part of the original Teasley Subdivision, recorded in June 1946. In December 1976 city council approved the vacation of Lenore St south of 2nd Ave E. The applicant previously requested, and passed City Council in August 1997, the vacation of the alley between Lenore



Twin Falls Planning & Zoning Commission Minutes

Tuesday, July 25, 2017, 6:00 PM

City Council Chambers 305 3rd Ave E Twin Falls, ID 83301

Members -

City Limits: Tom Frank, Chairman, Kevin Grey, Vice Chairman, Danielle Dawson, Darren Hall, Craig Hawkins, Gerardo "Tato" Muñoz, Ed Musser

Area of Impact: Ryan Higley, Steve Woods

1) Confirmation of Quorum/Call Meeting to Order

Present Members: Frank, Grey, Dawson, Hall, Hawkins

Present Staff: Carraway-Johnson, Nope, O'Connor, Strickland, Vitek

Chairman Frank called the meeting to order at 6:00 P.M. He then reviewed the public meeting procedures with the audience, confirmed there was a quorum present and introduced City Staff.

2) Consent Calendar

a) Approval of Minutes from the following Meeting: July 11, 2017

b) Approval of Findings of Fact and Conclusions of Law for: July 11, 2017
Real Deals (SUP) Superior Woodworking (SUP)

Motion:

Commissioner Grey made a motion to approve the consent calendar, as presented.

Commissioner Hawkins seconded the motion.

Unanimously Approved

3) Items of Consideration

a) Request to consider the **Preliminary Plat** for Valencia Park Subdivision, a ZDA approximately 9.0 (+/-) acres consisting of 84 lots located along Valencia Street from Southwood Avenue to the 3600 North Road. c/o Rex Harding, Riedesel Engineering on behalf of Dennis Hourany **WITHDRAWN TO BE SCHEDULED AT A LATER DATE**

b) Request to consider the **Preliminary Plat** for Eastpark Professional Subdivision No. 3, a ZDA approximately 7.74 (+/-) acres consisting of 11 lots on property located on the west side of Madrona Street North and the north side of Cheney Drive c/o EHM Engineers, Inc. Purpose: Action By: Steve O'Connor

Applicant Presentation:

Dave Thibault, EHM Engineers, Inc. representing the applicant, stated the this is a request for approval of a preliminary plat for Eastland Park Professional Subdivision No.3, a ZDA this property came through earlier this spring for a ZDA Agreement. The property is located behind Home Depot and is bound on the west side by Locust Street, on the east side by Madrona Street, on the north side by Bridgeview Blvd, and on the south side by Cheney Drive, it is approximately 7.34 (+/-) acres. They have prepared a plat that is in conformance with the ZDA Agreement and will consist of 11 lots. They will be doing improvements on Madrona

Street and Cheney Drive with curb, gutter, sidewalk and they will be extending water through the subdivision.

Staff Presentation:

Planner I O'Connor reviewed the request on the overhead and stated this property is part of the Eastpark PUD #213, which went through the Public Hearing process in 1994-5. This PUD assigned the Zoning Districts and placed limitations on the uses allowed on the property. In 2005, a single lot subdivision was approved and recorded at the NE corner of Locust and Cheney, Eastpark Professional Subdivision No 1, a PUD. A Sup was granted to develop a professional office. The office did not get built. In 2007 the Interstate Amusement Subdivision-A Conveyance Plat, consisting of the remainder of the property between Locust-Bridgeview-Madrone and Cheney. The plat was recorded with 2 lots. The intent of a conveyance plat is to allow for property to be sold – it does not allow for development. The code further states whichever lot is developed first all street and utilities are required to be developed for both lots at that time.

In October 2015, the new property owner, Mr. Welch and his Associates, wanted to develop the property in phases so they requested the City Council waive the required improvements for portions of the Interstate Amusement Conveyance Plat. This waiver was granted. The result was development of the property was allowed to move forward through the platting and development process without triggering the development of the remaining portions of land contained in the original Conveyance Plat. Platting and development has occurred on Eastpark Professional Sub #2, a PUD. The property owner wished to market the property to include some uses not permitted under the current PUD. In February 2017, the Commission forwarded a positive recommendation to City Council for a proposal to a rezone the remainder of the subject property to R-2 PRO ZDA to include a variety of retail opportunities. City Council approved the rezone in May 2017, and both the ordinance and the Zoning Development Agreement have been recorded. This is a request for approval of the preliminary plat of the Eastpark Professional Subdivision #3, a ZDA. The subdivision consists of 1 block with 11 lots to be sold and developed in compliance with the ZDA.

This is the first step of the plat approval process. A preliminary plat is presented to the Planning and Zoning Commission. The Commission may approve the preliminary plat, deny it, or approve it with conditions. A final plat, that is in conformance with the approved preliminary plat and including any conditions the Commission may have required, is then presented to the City Council. Only after a final plat has been approved by the City Council and construction plans approved, may the plat be recorded and lots sold for development.

Approval of a preliminary plat does not constitute a commitment by the City to provide water or waste water services. The plat indicates that each lot will be connected to City of Twin Falls water and sewer systems. A guarantee of services comes when the City Engineer signs a will-serve letter after final and construction plans are reviewed. It is also indicated on the Preliminary Plat that the site will be on a pressure irrigation (P.I.) system. No building permits shall be issued until the PI Station is built and operational. The plat is consistent with other subdivision development criteria and is in conformance with the Comprehensive Plan, which designates this area as a transition zone between Town Neighborhood and Mixed Use.

Planner I O'Connor stated upon conclusion staff recommends the commission approve the preliminary plat of the Eastpark Professional Subdivision No. 3, a ZDA, as presented, and subject to the following conditions:

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

PZ/Questions & Comments:

- Commissioner Grey asked about the remaining road improvements, curb, gutter and sidewalk.
- Mr. Thibault showed on the overhead the location for the planned improvements and explained that Madrone Street will be widened as well as Cheney Drive along the frontage of this plat. Sidewalks will also be installed.
- Commissioner Frank asked about the city's philosophy for lighting along the streets.
- Assistant City Engineer explained that lights are put in at intersections any additional lighting is at the developers discretion.

Public Hearing: Opened & Closed Without Comments

Discussion Followed: Without Concerns

Motion:

Commissioner Hawkins made a motion to approve the request, as presented, with staff recommendations. Commissioner Dawson seconded the motion. All members present voted in favor of the motion.

4) Public Hearings

- a) Request the Commission's recommendation to amend the Valencia Park ZDA Master Development Plan to remove the landscape islands within Valencia Street for property located at 2916-2930 East 3600 North. c/o Rex Harding, Riedesel Engineering, Inc. on behalf of Dennis Hourany (app. 2882) Purpose: Recommendation By: Steve O'Connor

Applicant Presentation:

Rex Harding, Riedesel Engineering, representing the applicant, he displayed on the overhead the original Master Development Plan and explained that it showed Valencia Street with at a 26' width and islands. The original request was recommended for denial in April 2016, the applicant withdrew the request so that amendments could be made. Valencia Street is identified as a collector street on the Twin Fall Master Street Plan, 26' is the collector street width in the plan. They brought back the Master Development Plan with a reduction in the number of units, moving some things around and reorienting the units. This plan was recommended for approval for approval in June 2016, the request was scheduled later for City Council in July 2016 and was approved by City Council. Between the Planning & Zoning hearing and City Council hearing the applicant submitted a preliminary plat and on that preliminary plat it showed that there would be a 48' width from lip of gutter to lip of gutter including the islands for Valencia Street, and the width of the street cannot include the islands. After the City Council approval they received a comment letter regarding their review of the preliminary plat and within that letter they were instructed to remove the islands.

Following the review letter the applicant re-submitted the preliminary plat with the islands removed. A second review letter was sent out explaining that the islands cannot be removed without an amendment to the ZDA Agreement that was approved by the City Council and that the design will have to provide 24' of width on each side of the island. At the time of the original approval the drawing that was approved by City Council did show that the street would have 26' from the center line to the top back of curb and included the islands. A second amendment to the preliminary plat was submitted with the islands shown on the plat, however they did not revise the width of the road.

As a final note in the staff analysis for this amendment, it states that Valencia Street shall meet collector width standards unless a lesser width was approved by the City Council as part of the ZDA. As part of the approval process City Code 10.1.4 (A) states requirements for a ZDA shall be set forth in the written commitment document and shall include, but not be limited to: uses, density, lot area, lot width, lot depth, yard depths and widths, building height, building elevations, coverage, floor area ratio, parking, access, multiuse transportation access and pathways, screening, landscaping, architectural standards, project phasing or scheduling, management associations, and other requirements as the Planning and Zoning Commission and/or the City Council may deem appropriate. The ZDA Development Plan approved by the City Council shows the proposed width of Valencia Street for the development. It 2 E in the ZDA Development Commitment it states Valencia Street will be developed as a public street

through the development from 3600 North Street to Southwood Avenue. City Code 10.6.1.4 (B) states the ZDA shall conform to all sections of this title unless specifically addressed in the written commitment document. All applications to the city shall list all requested variations from the standard requirements. The applicant was not requesting a variation to the road width they were showing that the islands were included in the road width, and it was not specifically included in writing but was on the ZDA Master Development Plan.

The request tonight is to remove the islands for the following reasons. Valencia Street in the Twin Falls Master Transportation Plan (TFMTP) is identified as a collector street. The TFMTP also shows Valencia Street North and South are called out as a collector and shown constructed as a residential street. Southwood Avenue west of Valencia is classified as a collector street existing, and Southwood Avenue east dead ends into the South Hills Middle School entrance. South of 3600 North Road Valencia Street extended will dead end into a trailer park and further south is the low lying canal so it is doubtful that a collector street will be built in this direction without the trailer park going away.

As for the reasons that the islands were proposed initially was based on providing traffic calming because it had to be a collector street with the width that was required. The International Institute of Transportation Engineers (IITE) describes traffic calming measure center island narrowing as raised islands located along the center-line of the street that narrow the lanes at that location. The City proposes based on an email that was received that there would have to be 24' of pavement on each side of the islands which doesn't narrow the travel lanes. The road would have one 24' lane each direction or (2) 12' lanes on each side or the other option is two 12' lanes going both directions with a 12' center turn lane and 6' shoulders on each side of the road. Changing the size of the line to 24' on each side does not provide traffic calming measures. The proposed width of 24' and the width of the islands increases the size of the road to a full 57'. If they do change the width to 24' a couple of things will have to change, either the landscape area has to be reduced to 6 inches or the right of way has to be expanded out to 87'. In order to either of these options an amendment to the ZDA would need to be completed, because it would require a change in the layout of the ZDA either with smaller landscape strips or wider right of way.

The islands only provide traffic calming measures if the lanes narrow, with the proposed 24' width plus the width of the island, the traffic calming measure is lost and it provides a wider section or roadway for pedestrians to navigate making it unsafe for them to travel, they can also impact viability of pedestrians as well as traffic. The Street Department and the Engineering Department have requested that the islands be removed. In order to meet the requirements and keep the islands would reduce the landscape area between the curb and sidewalk to 6" or would require additional right of way and an amendment to the ZDA Agreement. If additional right of way is required an amendment to the design of the project would have to be made in order to meet the requirements.

Staff Presentation:

Zoning & Development Manager Carraway-Johnson stated that the presentation by the applicant's representative was very detailed and staff does not have anything to add to the presentation. She did clarify that this is a request to modify a Zoning Master Development Plan. When the zoning plans come in they are not detailed like a plat. What occurred with this specific plan was the idea the landscape islands with the detached sidewalk and landscaping would provide a traffic calming measure in a very dense development. That concept went through the process and was approved. The details that came out later at the subdivision review is what has caused this conflict. The Commission can recommend approval with the islands remaining and with reduction in the width of the road or they can recommend that the islands be removed and the road be built to collector width standards.

Planner I O'Connor stated upon conclusion should the Commission deem the proposed request appropriate of a positive recommendation, staff recommends the following condition:

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.

PZ Questions/Comments:

- Commissioner Grey asked if the property at the northeast corner of the property is going to be developed and is parking on the street going to be allowed.
- Assistant City Engineer Vitek explained that the property at the northeast corner is school property, and that collector streets do not allow for parking.
- Commissioner Frank asked if there is another collector street with islands here in Twin Falls.
- Assistant City Engineer Vitek explained Park View Drive has islands and is a collector street (approved and built in 1996).
- Commissioner Grey asked about maintenance agreements for the islands.
- Assistant City Engineer Vitek explained that the current code states the property owner can identify the island in the CCR's and set up a (CAM) Common Area Maintenance Agreement. However after speaking with the City Attorney Wonderlich, CCR's are not easily enforced and typically dissolve after twenty years. The City Attorney Wonderlich has recommended that verbiage be recorded on the plat stating which areas will be included in the Common Area Maintenance Agreement and a small fee is included on their water bill.
- Commissioner Frank clarified that in the design of these islands they don't have to be full of grass and trees, but can be designed and encouraged with low maintenance in mind.
- Assistant City Engineer Vitek explained the City would prefer low maintenance and specific types of trees because some grow and can become a site obstruction and maintenance issue.
- Commissioner Hall asked for the width of the islands.
- Mr. Harding stated the width is 9 feet; 7' with 1' of curb on each side.

Public Hearing: Opened

- Dennis Hourany explained that he is the developer for the project, he would ask that these islands be removed. If they have to meet the collector width standards and leave the islands it will create a high speed zone with the wider lanes. Without a compromise for the width of the road or the removal of the islands so the street can be built to full width, the project will fail.
- Mike Shetler, 2183 Canyon Trail Way, stated he hates the islands on Park View Drive they are not maintained and that street is a speed zone.

Public Hearing: Closed

Discussion Followed:

- Commissioner Grey asked what the width of the road would be if the islands were not removed and the width of the road were not changed, would it be designed as one (1) lane each direction.
- Assistant City Engineer Vitek stated that is correct.
- Commissioner Frank asked staff to clarify the recommendation options.
- Zoning & Development Manager Carraway-Johnson stated keep the islands as presented in the Master Development Plan with a smaller road width. The other option is to have the islands removed and have Valencia Street developed to full collector width. This is a recommendation only.
- Commissioner Grey asked with the surrounding area in mind is there truly a need for this road to be designed to full collector width for this portion of Valencia Street.
- Assistant City Engineer Vitek explained it is hard to predict the future, however, collectors act as collectors, they take and funnel the residential traffic through the area and handle higher density traffic. He can't say for sure this is a necessity for this portion of Valencia to be developed as four lanes.
- Commissioner Grey clarified that traffic could funnel from 3600 North Road via Valencia Street to get to those residential areas.
- Assistant City Engineer Vitek explained yes that is possible, but that he does agree south of 3600 North Road the likelihood of Valencia Street continuing through as a collector is not in the foreseeable future unless the trailer park goes away. As for the putting in a bridge over the canal the Canal Company would not allow that to happen.
- Commissioner Frank explained that this is going to be a high density development and with the school in the area he thinks the islands should be there and the road should be smaller in width.
- Commissioner Dawson explained she understands from a design perspective the islands are nice, however, she has traveled Park View Drive and the islands are a hazard in this area. The road doesn't even go all the way through because the canyon is on the north end and people still speed through the area. The other concern is maintenance, if trees are planted in them they create site obstructions, she has some concerns and at the same time if the islands are maintained they are nice.

- Commissioner Hall stated with the winter time and the snow plows the islands get damaged, the maintenance is a big issue, it does probably slow people down, however it does provide another obstacle for people to hit. He has seen a few dangerous wrecks caused by islands too. He would recommend getting rid of the islands.
- Commissioner Grey asked what the next step is for the developer after the Commission makes a recommendation.
- Zoning & Development Manager Carraway-Johnson explained the recommendation will be sent forward to City Council and they will make a final decision. The other thing to keep in mind is that if the Commission chooses to recommend approval with the islands and the smaller road width, if approved as such, the road would not be built as wide as Park View Drive. The detached sidewalk would remain as shown on the plan.
- Commissioner Hawkins clarified if left as proposed in the Master Development Plan it would be a single lane with the islands.
- Commissioner Dawson asked if the original design shown on the Master Development Plan is recommended would that require additional right of way.
- Assistant City Engineer Vitek explained no. If it is approved as shown on the Master Development Plan it would not require more right of way, and it would not be built to full collector width. The third option is to have the developer build the road to collector width, keep the islands, and keep the detached sidewalk. This option however, would require additional right of way and essentially "kill" the project according to the developer.
- Commissioner Hawkins explained that he hates to see the road width minimized because it needs to be able to support the traffic, the simpler solution to him is to remove the islands.
- Commissioner Frank explained he has seen these work in other communities and it is difficult to add the islands later if someone gets hurt. Pedestrians are a concern for him.
- Commissioner Grey explained that for the design of this neighborhood the islands work well and it is the design that the neighbors saw in the original proposal.

Motion:

Commissioner Grey made a motion to recommend to keep the landscaped traffic calming islands within Valencia Street and allow for a reduction in the required width of the asphalt roadway. Commissioner Hawkins seconded the motion. Members Dawson, Grey, Hawkins and Frank voted in favor of the motion and Member Hall voted against the motion.

Recommended for Approval to City Council, As Motioned
Scheduled for City Council Public Hearing, August 28, 2017



Date: Monday, August 28, 2017
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

Request the adoption of the Fiscal Year 2017-2018 Budget and associated annual appropriation ordinance for the City of Twin Falls.

Time Estimate:

Approximately 25 minutes.

Background:

See attached City Manager's Recommended Budget for **FY 2018** followed by citizen input.

Approval Process:

Approving the Ordinance adopting the **FY 2018** Budget requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

This is the appropriations ordinance for the **2017-18** fiscal year.

Regulatory Impact:

Section 50-811 (8) of the Idaho Code states the City shall "prepare and submit to the council a tentative budget for the next fiscal year."

Section 50-1003 of the Idaho Code states "...the city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance, which in no event shall be greater than the amount of the proposed budget, in which the corporate authorities may appropriate such sum or sums of money as may be deemed necessary to defray all necessary expenses and liabilities of such corporation, not exceeding in the aggregate the amount of tax authorized to be levied during that year in addition to all other anticipated revenues."

History:

N/A

Analysis:

N/A

Conclusion:

Adoption of the Fiscal Year 2017-2018 Budget and associated annual appropriation ordinance for the City of Twin Falls.

Attachments:

1. City Manager's Recommended Budget
2. Ordinance



City Manager's Recommended Budget for FY 2018

We are pleased to present the City Manager's Recommended Budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018. Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year." This budget is submitted in accordance with these laws and requirements in mind.

The fiscal year 2018 (FY 2018) City Manager's Recommended budget is organized to serve as a useful and informative guide for our citizens, members of the City Council and staff. The organization of the document and the information provided is consistent with the criteria necessary to receive the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award.

The FY 2018 Recommended Budget is designed to serve as a policy document, a financial plan, an operations guide and a communications device.

A Policy Document

The budget is an expression of Council policy. It is the most comprehensive collection of Council policy that is produced on an annual basis. Council policy is implemented by the appropriations made along with the projects and programs funded.

A Financial Plan

The financial planning emphasis of the budget is the most familiar aspect. The budget lays out how expenditures are to be made and specifies anticipated revenues and other resources to fund those expenditures. The budget is balanced in all funds, meaning that total resources in each fund are equal to or greater than total expenditures.

An Operations Guide

Numbers are obviously an important aspect of the budget, but the FY 2018 Recommended Budget is much more. Also included are missions, highlights and accomplishments of programs and departments that provide a balanced perspective of the broad range of services we provide to our citizens. It demonstrates how much is being recommended for programs and departments and illustrates the return on their investment through the delivery of good and services.

The Operations Guide aspect of the budget focuses our financial planning to achieve the goals and objectives described in the City's 2030 Strategic Plan.

A Communications Device

Through the budget, we communicate City priorities to our citizens. The budget contains graphics, tables, summaries and directions that are designed to assist citizens, Council members, staff and others in getting needed information quickly and easily. These areas guide us in preparing a proposed and final document that balances the requirements of law with the needs and desires of citizens.

Public Input and Transparency

The City of Twin Falls strives to communicate, operate, function, and conduct the business of the people in an open and transparent manner. Equally, we recognize the value and importance of honoring and upholding our fiduciary duties and responsibilities. Because openness and transparency are part of our organizational culture and values, we have taken several steps designed to afford our citizens and stakeholders several opportunities to actively participate and contribute to the budgeting process.

The City of Twin Falls has taken additional steps designed to illustrate our commitment to effective community involvement in the annual budget process. The Council provided an opportunity for our citizens and stakeholders to communicate their thoughts about specific programs, strategic initiatives and priorities for the upcoming fiscal year prior to the more customary, internal staff conversations.

A summary presentation of the proposed budget has been placed on the City's website. On August 14, 2017, the City Council will adopt the preliminary budget for FY 2018, with a public hearing and final adoption scheduled to occur on August 28th.

Connection to the City's 2030 Strategic Plan

A FY 2018 Recommended Budget is developed to sustain and achieve the outcomes that the community has identified as most important. Each department determines what it does to support these common goals and the budget communicates to the public how the allocation of resources reflects community priorities and its vision for the future.

We relied on information provided in the City's 2030 Strategic Plan and the results of citizen surveys to provide guidance regarding the community's priorities.

The City's budgeting process begins each year shortly after the New Year with the formation of the Long Term Planning Committee (LTP). The LTP is composed of a cross-section of employees representing all levels and departments of the City's organization. The LTP's work is instrumental and an integral part of the City's budget process. With focus and a commitment to exceptional public service based on innovation, professional expertise and creativity, the members of the LTP develop strategies designed to help the City take meaningful steps in realizing each of the eight articulated vision statements described in the City's 2030 Strategic Plan.

2018 Fiscal Year Budget Summary

The budget is balanced and in accordance with the state law and Government Finance Officers' Association (GFOA) best practices. The combined expenditures and transfers total \$71,350,260, which is a \$6,125,592 increase compared to the current year budget of \$65,224,668. For this fiscal year, we are recommending Government Fund-Type expenditures, those funds that receive some of their funding from property tax revenues, in the amount of \$40,629,364. This is an increase of \$3,817,744 (9.4%), of which \$1,341,141 is from cash reserves to fund one-time capital initiatives. We are also recommending total expenditures in the Enterprise Fund-Type funds of \$30,720,896, which is an increase of \$2,307,848, or by 8.12%, of which \$2,330,677 is from cash reserves.

Most cities, including the City of Twin Falls, have historically focused on the "net budget," which is the total budget, as presented above, less fund transfers. The total net budget for FY 2018 is \$66,209,908 or \$5,251,542, or 8.6% more than the total net budget of \$60,958,366 that was approved for FY 2017. Both methods are acceptable. From this point forward, and just as we have done historically, we will be focusing on the net budget.

Cities in Idaho have control over their annual expenditures in all funds and the rates they assess in the enterprise, or business-like, funds. Statutorily under Idaho Code, cities and counties are permitted to collect 3% more property tax revenue than it had in the prior fiscal years. The FY 2018 Recommend Budget requests the statutory allowed increases in property tax revenue and does not require the use of the City's foregone balance of \$2,186,253.

Budget Overview

The role of local government is to protect the citizen's health and provide for their safety. To realize that end, local governments, like the City of Twin Falls, are responsible for providing accessible streets, dependable emergency responses, and safe and aesthetically pleasing parks and public facilities—all in a manner that is both effective and efficient. While the budget does not fund all capital initiatives and projects in the entire organization, it does meet the City Council's priorities and the citizen's service level expectations. It demonstrates restraint in the areas of taxation and rate adjustments. It appropriately incorporates the use of cash reserves to cover one-time, critical and needed capital projects in the General Fund, Capital Improvement Fund, Library Fund, the Impact Fee Fund, Airport Construction Fund, Shop Fund, and Seizures & Restitution Fund.

The City of Twin Falls is committed to the efficient delivery of quality services to its citizens. This commitment is the foundation behind policy decisions and priorities that ensures constructive and well-formulated plans for the growth and prosperity of our City. This year, we were committed to bringing you a balanced, sustainable budget that provides the desired services our citizens expect. This budget was developed in partnership with our internal and external partners. It incorporates the goals and objectives articulated in the City's 2030 Strategic Plan, the guidelines described in the Financial Management Policies, department-specific facility plans, the results of our citizen survey, and the technical expertise provide by our employees.

The FY 2018 Recommended Budget has been created with the following philosophies in mind:

- Providing high-quality governmental services consistent with citizen expectations
- Constantly seeking opportunities to improve service delivery or increase efficiency through technology, partnerships, or improved processes
- Careful stewardship of city resources, emphasizing affordability and sustainability
- Valuing our employees

The budget decisions outlined in this document influence the fiscal state of the city, the function of its government, and budget considerations for current and future needs. The City's budget, therefore, is the most important working policy and planning tool used by the City Council and staff to provide quality services to the citizens of Twin Falls, as determined by the City Council and for which funds are available.

Budget concepts and funding strategies grew out of many internal conversations, public informational listening sessions and planning meetings. Five primary focus areas were developed. Those areas are:

- Implement 2030 City of Twin Falls Strategic Planning goals and objectives to realize outcomes. Several of the Ongoing and Priority 1 goals and objectives that are expressed in the City of Twin Falls 2030 Strategic Plan receive funding in the FY 2018 Budget. The specific allocations are outlined in subsequent sections of this budget. To ensure that we are incrementally improving each year, we will continue to review and develop performance plans to advance established vision statements. Additionally, we will use the City's 2030 Strategic Plan to build collaborative

partnerships with our public, private and other community partners. Examples include the Economic Development Ready Team, Magic Valley Trail Enhancement Committee (MaVTEC), First Federal, and St. Luke's are just a few examples of the many opportunities that we have to collaborate with our partners to create the ideal community.

- Limit Tax Collections and Rate Increase. During the initial budget development conversations, the members of the City Council said that they wanted the budget to be sensitive towards tax and rate adjustments. This Recommended Budget requires the 3.0% statutorily allowed revenue increase, plus growth. The City Manager's FY 2018 Recommended Budget estimates a 2.5% increase in water rates, a 5.0% increase in sewer rates, and a 2.4% increase in sanitation fees.
- Invest in our employees. Each year, the City of Twin Falls reviews the full compensation (salary and benefits) level of its employees to ensure it is competitive with the market. The Recommended Budget for FY 2018 provides competitive compensation and benefits adjustments as well as advanced training opportunities. It provides an across-the-board adjustment of 3.5% for all employees who meet job performance standards. It also provides funding to adjust the City's salary table by 5%. Both of these requests are consistent with the City's compensation. Moving the compensation table 5% does not constitute a 5% compensation adjustment for all employees. The movement of the market on the compression ratio table will allow the City to address wage compression issues for tenured employees. Employees that are below new market wage for their position will receive the larger increases, while those above the market wage will receive little to no adjustment associated with moving the salary table.

Additionally, the Recommended Budget provides for a 7.9% increase in funding for health insurance benefits. Based on preliminary information received, we believe that we will have to make changes to the current benefit to ensure its long-term sustainability and affordability. A wellness committee has been established to look at options for promoting wellness among our employees.

- Continue to Invest in Our Infrastructure Systems– The recommended budget for FY 2018 provides increased funding for maintenance and planning activities in the City's Street, Water and Waste Water funds.

Streets Fund – The Recommended Budget increases total capital funding in the Street Fund from \$3,313,975 to \$5,077,770, which represents an increase of \$1,763,795 or 53.22%. The FY 2018 total Street Fund allocation is derived from anticipated revenues totaling \$7,105,400, an increase of \$1,809,084 compared to FY 2017. The recommended budget does not rely on the use of cash reserves to support infrastructure projects.

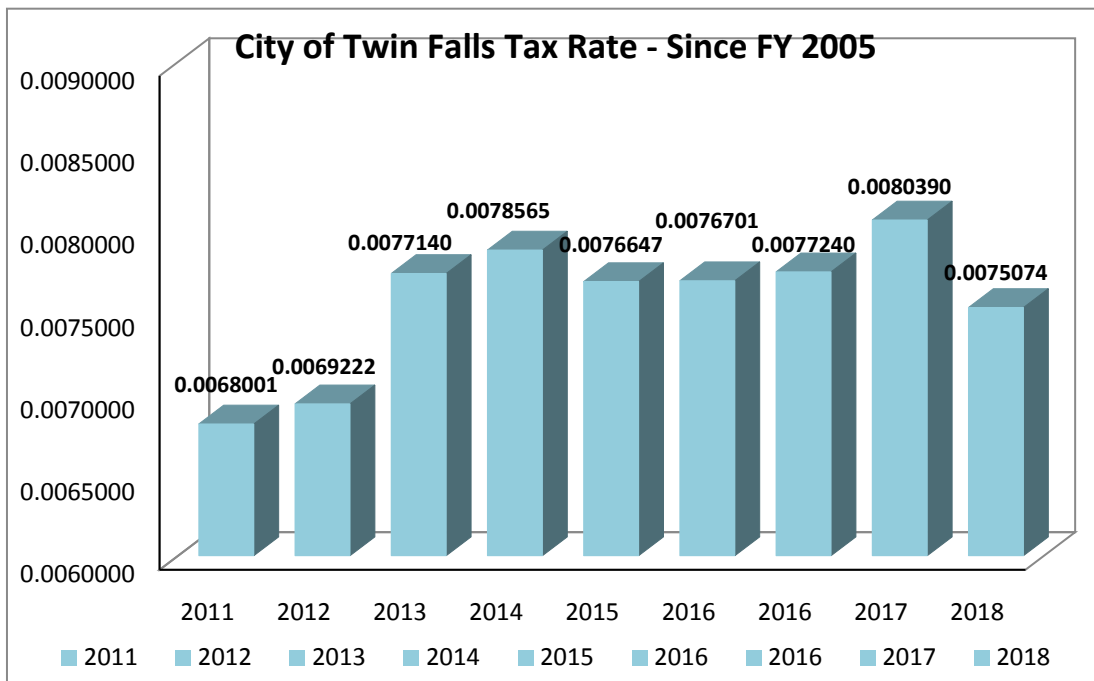
Water Fund – The Recommended Budget recommends increasing the total capital funding in the Water Fund from \$1,299,500 to \$2,829,095, which represents an increase of \$1,529,595 or 117.71%. The FY 2018 allocation is derived from anticipated revenues totaling \$11,893,191, an increase of \$1,709,202 or 16.8% compared to FY 2017.

Waste Water Fund – The Recommended Budget includes total capital funding in the Waste Water Fund from \$685,600 to \$983,625, which represents an increase of \$298,025 or 43.47%. The FY 2018 allocation is derived from anticipated revenues totaling \$10,413,664, an increase of \$1,114,233 or 12% compared to FY 2017.

- Continue to Pursue Innovative Strategies and Find More Effective Outcomes. In our continued pursuit of excellence, we will continue to review our processes beyond the budget conversations. This budget allocates funding to implement the City's new strategic planning objectives, update water and waste water facility master plans, and update development and implement a performance measurement and management system as developed by the International City Management Association's Insights, formally known as the Center for Performance Measurement.

How does the FY 2018 Budget's Tax Rate compare to ones issued in past years?

Cities in Idaho do not have control or determine its community's taxable value. That responsibility is assigned to County Assessor's Office. If the taxable value for FY 2018 remains unchanged, we are projecting the maximum the City's tax rate will be \$7.51 per \$1,000 (0.007507382) in taxable value. The tax rate for FY 2017 was \$8.03/\$1,000 (0.008039014) of taxable value. Below is a graph illustrating the tax rate of that has been issued in each of the past fiscal years.



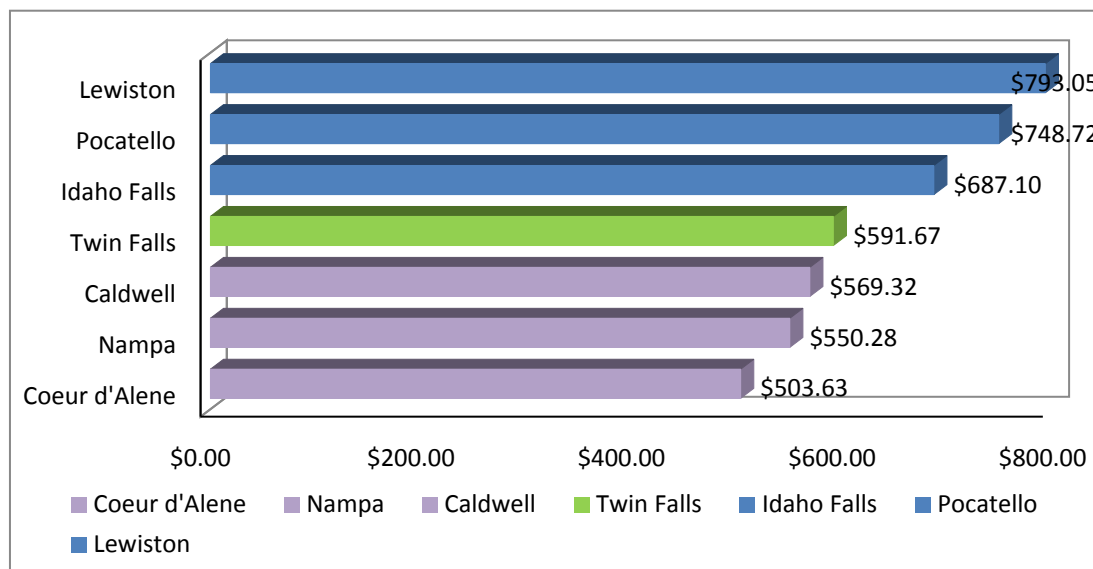
Additional property tax collections and comparison, rate adjustments, expenditures and economic indexes are discussed in great detail in subsequent sections of the City Manager's Recommended Budget Message.

How does our Tax Rate compare to the other, large full-service Idaho cities?

We are often asked the question, "how does our tax rate compare?" The table and graph below are intended to provide a "ballpark" answer to that question. Although only intended to be a rough illustration, the table and graph below show the amount of property tax paid on a median-valued, owner-occupied home in each of the larger, full-service cities in Idaho.

	Total Taxes	2016 Median Property Value	FY 2016
Coeur d'Alene	\$503.63	\$170,600	0.0059043
Nampa	\$550.28	\$121,900	0.0090285
Caldwell	\$569.32	\$114,600	0.0099358
Twin Falls	\$591.67	\$147,200	0.0080390
Idaho Falls	\$687.10	\$142,400	0.0096503
Pocatello	\$748.72	\$133,700	0.0112000
Lewiston	\$793.05	\$166,700	0.0095147

Note: Idaho's median value of an owner-occupied home for this same period of time was \$162,900 and had a maximum exemption of \$81,450, for a 2013 taxable value of \$88,410.



For the purposes of this analysis, the Cities of Boise and Meridian were intentionally excluded because they are not directly responsible for the transportation systems in their communities; that responsibility lies primarily with the Ada County Highway District (ACHD). ACHD is an independent taxing authority specifically created for the purpose of maintaining the transportation system in these communities. In FY 2018, the Street Fund for the City of Twin Falls will be \$7,105,399 or approximately 18% of the total Government Fund-Type budget. Information used was from the Associated Taxpayers of Idaho's 2014 Levy Book (tax rate) and the US Census Bureau – 2013 Census data (median home value).

General Fund

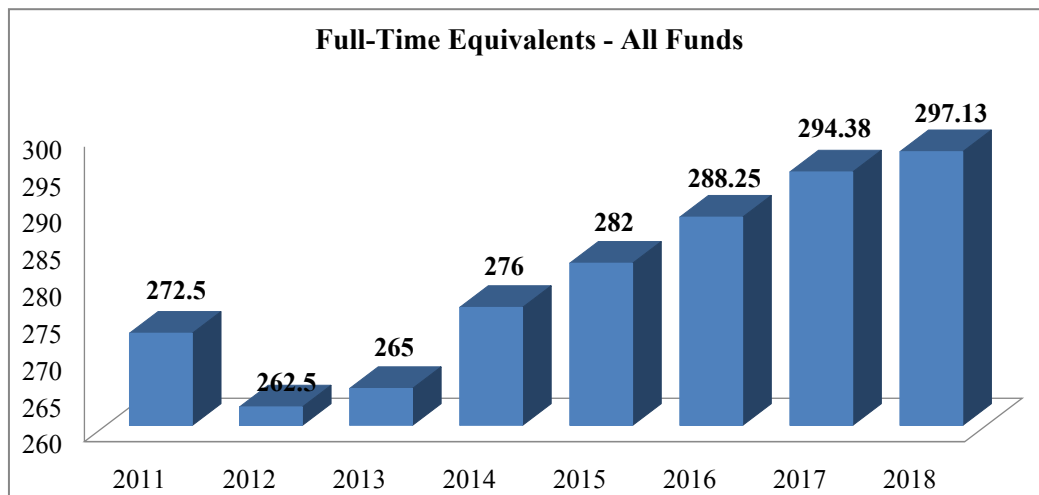
The General Fund is the chief operating fund of the city, and is used to account for all financial resources except those required by Generally Accepted Accounting Principles (GAAP) to be accounted for in another fund. The General Fund supports many departments, programs and contracts, which include City Council, City Manager's Office, Finance, Legal, Planning and Zoning, Economic Development, Human Resources, Information Services, Police Department, Fire Department, Building Inspections, Animal Control, Engineering, and Parks and Recreation. In FY 2018, General Fund revenues are projected to be \$26,507,450 and expenses are projected to be \$26,516,144.

Personnel

The City of Twin Falls has a philosophy of adding full-time employees only when “need” and “sustainability” can be demonstrated. Based on updated US Census data, the City of Twin Falls has a population of 47,468. Based on that estimate, the City of Twin Falls has six employees per 1,000 of population. However, as the regional and urban center for a geographic area having a population of approximately 250,000, the City’s daily census population grows to an estimated population of 70,000. This causes the number of City employees per 1,000 of population to drop to four.

The City of Twin Falls has a total of 294.38 full-time professionals working to deliver services to the citizens of Twin Falls. The FY 2018 City Manager’s Recommended Budget adds an additional 2.75 full-time equivalent (FTE) positions to assist with increase workloads and to meet the service delivery demands of our citizens and partners. The positions are:

- Two positions in the Legal Department: a Paralegal (\$50,183) and a deputy prosecuting attorney (\$52,497) in anticipation of the retirement of the current prosecutor bringing this service “in-house”
- A total of approximately 1.86 FTEs custodial/janitors to be assigned to the new and expanded facilities: City Hall complex, Public Safety Complex and expanded Airport Terminal



A majority of the funding (and in some cases all) for the new positions proposed in the City Manager’s Recommended Budget for FY 2018 are a result of modifying existing contracts for service with external/private partners. If all of the positions are approved, the City of Twin Falls total FTE count would increase to 297.13.

The FY 2018 City Manager’s Recommended Budget includes other expenditures associated with personnel, the FY 2018 Recommended Budget:

- Provides for performance-based adjustment of 3.5% for all employees
- Moves the City’s compensation table (5%)
- Increased funding for health care insurance (7.9%)

Capital Fund and Total Capital Investment

Capital improvements are investments made in our infrastructure. Six of the eight primary focus areas in the City of Twin Falls 2030 Strategic Plan are considered “capital dependent.” Capital financing is necessary for the ongoing development, expansion, maintenance, and repair of these capital assets,

recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City.

The City of Twin Falls owns and maintains a diverse collection of assets and facilities, which include:

- 103 buildings and structures throughout Twin Falls, ranging from the Magic Valley Regional Airport to administrative buildings; from police and fire stations to water delivery and treatment structures.
- 1,476 acres of open spaces and developed park lands, including world-class amenities such as Auger Falls, Shoshone Falls and Dierkes Lake.
- 640 lane miles of roadway to maintain.

A small sampling of the capital initiatives that have been funded in this budget include: making improvements to our water, waste water and transportation systems; improving our trail systems; making miscellaneous park improvements; rotating our fleet, vehicles, machinery and equipment; replacing the restrooms at City Park; and becoming more energy-wise through the use of LED lightings systems.

The ongoing development, expansion, maintenance, and repair of these capital assets is necessary, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City. For accounting purposes and based on best practices and recommendations of the Government Finance Officers Association (GFOA), the City of Twin Falls capitalizes acquisitions and improvements that are durable and in excess of \$5,000.

In all funds, the FY 2018 budget allocates \$15,807,275 to fund needed, critical and desired capital improvements and community amenities. In FY 2017, the City of Twin Falls budgeted to spend a total of \$12,780,353 in capital improvements. The FY 2018 allocation is an increase of \$3,026,922 or 23.68%.

Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. To support each of these functions in FY 2018, the City Manager's Recommended Budget calls for total system expenditures in the amount of \$11,893,191, an increase of \$1,709,202, or 16.8%, when compared to the total allocation of \$10,183,989 in FY 2017. The Recommended Budget recommends that the City increase water rates 2.5%. The average water user (18,000 gallons) will see an increase of \$0.96 per month and \$11.52 per year.

Sewer Fund

The Sewer Fund is used to support all waste water services provided by the City of Twin Falls, namely waste water collections and waste water treatment. For FY 2018, the City Manager's Recommended Budgets calls for expenditures totaling \$10,413,664 in this Fund. This represents an increase of \$1,114,233 when compared to FY 2017 Sewer Fund expenditures of \$9,299,431. The Recommended Budget recommends that the City increase sewer rates 5.0%. The average residential customer who sends up to the maximum cap 8,000 gallons will see an increase of \$1.30 per month and \$15.60 per year.

We are monitoring a situation with residential billing that is causing some concern. With residential sewer billing, users are billed based on the amount of water that is used in the home. An assumption is made that most residential water use passes through the home and out into the sewer. This method of estimating sewer usage is preferred to metering actual sewer usage, since installing sewer flow meters to every residential connection in town is cost prohibitive. However, for homes in town that do not have access to pressurized irrigation, during the summer, water is used for irrigation and will not enter

into the sewer system. This increase is easily identified by examining the difference in water usage between the winter and summer months. If a home averages 8,000 gallons of water use in the winter months, then averages 12,000 gallons a month in the summer months, the likely cause is that 4,000 gallons of water a month are being used for irrigation and not entering the sewer system. Since it would be unfair to bill homeowners for water used that does not enter the system, we cap residential sewer billing at 8,000 gallons, even when water usage exceeds that amount.

Anecdotally, we have noticed that it seems like more and more residential water accounts are tending to use more than the 8,000 gallon cap in the winter months, outside the irrigation season. A home that averages 12,000 gallons a month in the winter and 18,000 gallons a month in the summer is likely using 6,000 gallons a month for irrigation and 12,000 gallons a month on household uses that will end up in the sewer system. Yet, that same home will only be billed for 8,000 gallons a month, due to our sewer use cap. Not being billed for usage of the sewer system is just as unfair as being billed for irrigation water use that is not entering the sewer system. We are not prepared to propose an amendment to the sewer billing cap at this time. We would like to analyze this issue more closely in the coming year. It may be that we need to adjust our sewer billing cap to create a more equitable billing situation for those residential users that regularly exceed the current 8,000 gallon cap.

Sanitation

The City's Sanitation Fund supports the City's sanitation and recycling program. The City of Twin Falls is the only City in the Magic Valley to offer its residents a curbside single-stream recycling program. The program was started in 2010. Since the creation of the program, the City has diverted over 14,178 tons of garbage from entering into the regional landfill. Although we have seen a slight decrease in participation, the City's recycling program continues to meet and/or exceed initial expectations. It remains one of the highest rated services offered by the City.

Overall, the City Manager's Recommended Budget increases the cost of sanitation slightly. The monthly bill paid by the City's residential customers will increase from the current rate of \$16.90 per month to \$17.31 per month. This represents a \$.41 per month per customer increase, or a fee increase of 2.4%.

How much more will City Services Cost?

In addition to understanding the levels of services and the amount of improvements programmed in the budget, it is also important that we recognize the impact this proposal has on our citizens and taxpaying shareholders.

The table below illustrates the impact the City Manager's Recommended Budget will have on the taxpayers residing or doing business in Twin Falls. For the average customer, the Recommended Budget has a total impact of \$1.69 per month or \$20.29 per year.

	FY 2017 Adopted Budget	FY 2018 Recommended Budget	Variance
Property Tax	Tax Rate of: \$8.03/\$1,000 tax value	Tax Rate of: \$7.51/\$1,000 tax value	Tax Rate of: \$0.52/\$1,000 tax value
Median Valued Home of an Owner-Occupied Home: \$141,200 in FY 2017 \$147,200 in FY 2018	\$566.92 <i>annual</i>	\$555.17 <i>annual</i>	(\$11.75) <i>annual</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$48.94	\$49.90	\$0.96
<i>Sewer - 8,000 gallons</i>	\$25.97	\$27.27	\$1.30
<i>Sanitation & Recycling</i>	\$16.90	\$17.31	\$0.41
Monthly Total of Property tax and Utility Bills	\$139.05 <i>monthly</i>	\$140.74 <i>monthly</i>	\$1.69 <i>monthly</i>

The annual property tax on a median-value home in Twin Falls may decrease to a maximum of \$11.75 annually or by about \$0.97 per month. However, it is important to note the total taxable value is subject to refinement by the Twin Falls County Assessor's Office and will not be available until after the FY 2018 Budget has been adopted.

The total monthly utility bill for the average resident in Twin Falls is expected to increase. The Recommended Budget requests modest increases to water, sewer and sanitation rates. The global utility bill for the average residential customers is expected to increase by \$2.67 per month or \$32.04 annually.

Incorporation of the City's Foregone Balance

Section 63-802 (e) of the Idaho Code states, "...In the case of a non-school district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, an amount not to exceed one hundred percent (100%) of the increase originally forgone."

The City Manager's Recommended Budget for FY 2018 does not rely on any portion of the City's foregone balance to support its operational or capital needs. The City's has had a foregone balance since the adoption of the 2009-2010 fiscal year. Over this time, the City's foregone balance has grown to \$2,186,253. Each year the City elected not to take the statutory allowed increase, the foregone balance has increased. However, we would be remised if we did not share the opportunity cost this decision has had on the organization over time.

Opportunity cost is an economic term that is defined as "...the loss of potential gain from other alternatives when one alternative is chosen." Opportunity costs are referred to as a trade-off, or when an individual or firm forgoes one options for another. As reflected in the table below, the decision to not take the statutorily allowed increases has a total, cumulative opportunity cost of \$13,279,422.

Should the City Council elect to take all, or a portion, of the City's current foregoing balance, we recommend that it be used only for one-time capital projects and not ongoing expenses. We believe the most effective use of the foregone balance would be to place foregone funds into "three pots" as follows:

- 50% should be placed into the Street Fund
- 25% into building community infrastructure (designed to assist the City with future place-making)
- 25% to be used for special projects determined by the City Council on an annual basis.

For every \$500,000 taken, the City would be able to place an additional \$250,000 annually towards advancing transportation system improvements, \$125,000 towards park, trails and other community amenities, and \$125,000 for one-time special projects or to take advantage of unanticipated opportunities or partnerships.

The City Manager's Recommended Budget for FY 2018 relies on a tax rate of \$7.51/\$1,000 of taxable value. The US Census Bureau estimates the median home value in the City of Twin Falls is \$147,900. If the home is owner-occupied, the property owner would pay \$555.17 in City property taxes. In FY 2017, this same home had a median value of \$141,200 and a tax liability of \$566.92, based on a tax rate of \$8.03/\$1,000.

The impact of incorporating the foregone balance into the City's budget does have a direct impact on the City's tax rate and the amount of property tax paid by our residents and businesses. For every \$500,000 of the foregone balance taken, the City's tax rate would grow by an average of \$13.91 annually or by 2.5%. The first \$500,000 of the foregone balance that is incorporated, the City's tax rate for FY 2018 would increase to \$7.70/\$1,000. This would increase the tax liability on the median, owner-occupied home to \$569.08 from \$555.71, which is a variance of \$13.91, or 2.51%. The following table reflects the impact of incorporating the foregone balance and the impact the amount of taxes paid by the owner of a median valued home that is owner-occupied.

Foregone Increment	Property Tax Collections	Tax Rate	Tax Liability	Variance
\$0	\$19,956,721	0.007507381	\$555.17	
\$500,000	\$20,456,721	0.007695473	\$569.08	\$13.91
\$500,000	\$20,956,721	0.007883565	\$582.99	\$27.82
\$500,000	\$21,456,721	0.008071656	\$596.90	\$41.73
\$500,000	\$21,956,721	0.008259748	\$610.81	\$55.64
\$186,253	\$22,142,974	0.008329813	\$615.99	\$60.82

The decision to incorporate all, or a portion, of the City's foregone balance remains with the City Council. The decisions to incorporate, or not to incorporate, this funding stream into the budget is not without costs, whether it be direct costs or opportunity costs. In either case, the members of the City's team stand ready to assist the members of the City Council should it collectively choose to do so.

ORDINANCE NO. 2017-XX

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, APPROPRIATING \$66,191,636 FOR THE 2018 FISCAL YEAR TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF TWIN FALLS; PROVIDING FOR THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF \$20,253,889 FOR THE 2018 FISCAL YEAR; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE FILED WITH THE COUNTY COMMISSIONERS OF TWIN FALLS COUNTY, IDAHO AND WITH THE SECRETARY OF STATE OF THE STATE OF IDAHO; PROVIDING FOR THIS ORDINANCE TO TAKE EFFECT UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN SUSPENDED.

WHEREAS, the City has provided proper notice and held a public hearing on August 28, 2017 regarding the proposed budget for Fiscal Year 2018, and

WHEREAS, the City Council has reviewed the proposed budget and determined that the expenditures are necessary;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS AS FOLLOWS:

Section 1: That the appropriations and the amount appropriated for the fiscal year beginning October 1, 2017 through September 30, 2018 be set as follows for the objects and purposes as herein specified:

<u>Objects and Purposes</u>	<u>Amounts</u>
General Fund	\$ 25,836,997
Street Fund	\$ 6,742,105
Street Light Fund	\$ 365,000
Library Fund	\$ 1,819,321
Airport Fund	\$ 1,110,968
Capital Improvement Fund	\$ 2,199,862
Pool Fund	\$ 495,086
Fireworks Fund	\$ 8,000
Insurance Fund	\$ 451,448
Impact Fee Fund	\$ 300,000
Historic Pres Comm Fund	\$ 10,000
Airport Construction Fund	\$ 4,000,000
Waterworks Fund	\$ 10,703,077
Wastewater Fund	\$ 8,560,870
Comm Area Maint Fund	\$ 39,024
Sanitation Fund	\$ 2,603,855
Golf Fund	\$ 203,483
Dierkes/Shoshone Falls Fund	\$ 174,799
Shop Fund	\$ 456,741
Seizures/Restitution Fund	\$ 111,000
Total Appropriations	\$ 66,191,636

The amount listed under the General Fund includes the budgets for City Council, City Manager, Finance, Legal, P&Z, Code Enforcement, Economic Dev., Human Resources, Info. Services, Police, Fire, Inspection, Animal Control, Engineering, Parks and Recreation.

Section 2: That the City of Twin Falls hereby certifies a tax levy in an amount not to exceed \$20,253,889 on the taxable market value of all taxable property within the corporate limits of the City of Twin Falls, Twin Falls County, Idaho to provide revenue for the following purposes:

<u>Activity</u>	<u>Tax Amount Certified</u>
General Fund	\$ 16,935,545
Street Fund	\$ 1,083,500
Street Light Fund	\$ 12,328
Library Fund	\$ 1,669,321
Airport Fund	\$ 368,314
Capital Improvement Fund	\$ -
Insurance Fund	\$ 184,881
Total	\$ 20,253,889

Section 3: That the City Clerk of the City of Twin Falls is hereby directed to file a copy of the Ordinance with the County Commissioners of Twin Falls, County, Idaho; and the Secretary of State, in accordance with Idaho Code 50-1003 and 50-1007.

Section 4: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate days having been suspended.

PASSED AND APPROVED UNDER SUSPENSION OF RULES this 28th day of August, 2017.

SIGNED BY THE MAYOR August 28, 2017. _____
Mayor

ATTEST: _____
Deputy City Clerk

PUBLISH: August 28, 2017