



Twin Falls City Council Agenda

Monday, November 8, 2021, 5:00 PM

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

****AMENDED AGENDA****

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

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve Accounts Payable for 10/21 – 11/3.
By: Amy Luna, Finance Administrative Assistant
 - b) **ACTION ITEM:** Request to approve October 25, 2021, City Council Minutes.
By: Amy Luna, Finance Administrative Assistant
 - c) **ACTION ITEM:** Request to approve the Wells Fargo Credit Commercial Card for September 2021
By: Amy Luna, Finance Administrative Assistant
 - d) **ACTION ITEM:** Consideration of a request to accept the Improvement Agreement for the purpose of developing Sundance Subdivision No. 3 (Phase 4 & 5)
By: Josh Baird, City Engineer
 - e) **ACTION ITEM:** Consideration of a request to approve the Annual Vietnam War Veterans Commemoration.
By: Sergeant Lou Coronado, Twin Falls Police Department
- 5) ITEMS OF CONSIDERATION
 - a) **ACTION ITEM:** Consideration to approve Lindsay Earls to serve as a Library Trustee for a full-term of office from January 2022-2027.
By: Tara Bartley, Director of the Public Library
 - b) **ACTION ITEM:** Consideration of a request to accept public right-of-way.
By: Josh Baird, City Engineer
 - c) **ACTION ITEM:** Request the approval of an ordinance repealing Twin Falls City Code Section 6-2-1(B) which regulates concealed weapons.
By: Shayne Nope, City Attorney

- d) **ACTION ITEM:** Request to authorize the Mayor to sign the Opioid Litigation Settlement Agreement.

By: Shayne Nope, City Attorney

- e) **PRESENTATION:** A presentation on the finances of the City of Twin Falls for the third quarter of fiscal year 2020-2021. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

By: Breanna Howard, CFO

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

- a) **ACTION ITEM:** Request for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation c/o Paul Hilbig on behalf of Blue Terra Development LLC. (PZ21-0141)

9) EXECUTIVE SESSION

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

10) ADJOURNMENT

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

Public Input Procedures

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

Public Hearing Procedures for Zoning Requests

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

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



Twin Falls City Council Minutes

Monday, October 25, 2021, 5:00 PM

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

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Suzanne Hawkins, Vice Mayor Ruth Pierce, Council Member Shawn Barigar, Craig Hawkins, Christopher Reid & Nikki Boyd.

Absent: Council Member Greg Lanting

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Shayne Nope, Police Chief Craig Kingsbury, Airport Manager Bill Carberry, Public Works Director Jon Caton, Information Technology Manager Kathy Markus, Finance Administrative Assistant Amy Luna.

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

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

- a) BREAST CANCER AWARENESS MONTH PROCLAMATION to be read by Vice Mayor Ruth Pierce
Vice Mayor Pierce read the Breast Cancer Awareness Month Proclamation.

4) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0

- a) Request to approve Accounts Payable for October 14-20, 2021.
b) Request to approve October 18, 2021, City Council Minutes.

5) ITEMS OF CONSIDERATION

- a) Request that Terry Winkle be appointed to the Board of Commissioners of the Twin Falls Housing Authority.

Executive Director of the Twin Falls Housing Authority, Shaw, requested that Terry Winkle be appointed to the Board of Commissioners of the Twin Falls Housing Authority.

Discussion ensued on the following: None

MOTION: Council Member Boyd moved to appoint Terry Winkle to the Board of Commissioners of the Twin Falls Housing Authority. **Council Member Barigar** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- b) Request to present Officer Aaron Nay with his POST-Masters Certification before members of the City Council and Honorable Mayor Suzanne Hawkins.

Police Chief Kingsbury presented Officer Aaron May with his POST-Masters Certification.

- c) A swearing-in ceremony for four new Twin Falls Police Department police officers. It is requested that Mayor Suzanne Hawkins administer the Oath of Office to Ryan Carlson, Alexandra McClain, Kevin Warner, and Riley Whiteley.

Police Chief Kingsbury presented four new Twin Falls Police Department police officers for a swearing-in ceremony.

Mayor Hawkins administered the Oath of Office to the officers:

- d) Formal ceremony promoting Corporal David Weigt to Sergeant and Officer Cody Christensen to Corporal before Honorable Mayor Hawkins and the members of the City Council.

Police Chief Kingsbury presented a formal ceremony promoting Corporal David Weight to Sergeant and Officer Cody Christensen to Corporal.

- e) Presentation by Members of Air Magic Valley on Plans for a 2023 Airshow at Joslin Field. **Airport Manager Carberry** introduced a presentation by members of Air Magic Valley on plans for a 2023 Airshow at Joslin Field.

Discussion ensued on the following:

Council Member Barigar: Thanked the members for their hard work. Do we know when this will be held?

Mayor Hawkins: Thanked the members as well.

- f) Request Council approval to purchase a Vactor Hydro-Excavator

Public Works Director Caton requested approval to purchase a Vactor Hydro-Excavator.

Discussion ensued on the following:

Mayor Hawkins: Asked if this piece of equipment is as cool as Mr. Manhole?

MOTION: Council Member Reed moved to approve the request to purchase a Vactor Hydro-Excavator for \$448,900.00. **Council Member Boyd** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- g) Request to approve the purchase of new radios for public safety from White Cloud Communications for a total cost of \$370,478.78.

Information Technology Manager Markus requested approval to purchase new radios for public safety from White Cloud Communications for a total cost of \$370,478.78.

Discussion ensued on the following:

Council Member Hawkins: Asked for clarification on the batteries.

Council Member Barigar: Are we using CARES dollars?

MOTION: Vice Mayor Pierce moved to approve the request to purchase new radios for public safety from White Cloud Communications for a total cost of \$370,478.78. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins spoke about the Wreaths Across America which will be placed on the graves of Veterans.

City Manager Rothweiler spoke about voting on November 2, 2021, and announced that there will not be a City Council meeting on November 1, 2021, due to the elections.

8) PUBLIC HEARINGS: None

9) EXECUTIVE SESSION

- 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.

Canceled.

10) ADJOURNMENT

The meeting adjourned at 06:11 pm.

Amy Luna, Finance Administrative Assistant

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



Date: Monday, November 8, 2021
To: Honorable Mayor and City Council
From: Josh Baird

ACTION ITEM

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Sundance Subdivision No. 3 (Phase 4 & 5)

Time Estimate:

N/A

Background:

Prior to development, an Improvement Agreement is required. The developer is meeting that requirement with this document.

Approval Process:

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the City, the lots can be sold.

Budget Impact:

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

Regulatory Impact:

Approval of this request will allow the applicant to proceed to develop the property.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

Attachments:

1. Improvement Agreement-Sundance Subdivision No. 3, Phase 4 & 5

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 Sundance Partners, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Sundance Subdivision No. 3, Phases 4, and 5.

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 development.

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 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, pressure irrigation lines, storm drainage lines, sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Storm water facilities will be maintained in an easement, if there exists a safety hazard the City has an entitlement to maintain. 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 minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.

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 City Council.
 5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
1. Treasurer, Escrow Agent or Trust Company - A cash deposit or certified check shall be deposited into the City's development escrow account. After the improvements have been accepted, the funds will be returned. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 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.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed 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. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. 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.
- f. 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.
- g. 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 Mylar sheets and an electronic media copy

of the plans in current ACAD using City standard format shall be provided within thirty (30) days after completion of the project.

- h. 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 confirmation testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.

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 identifying lots and blocks associated with construction phase 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 Idaho Transportation Department (ITD) 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 Transportation Master 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 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 within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

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.

VIII.

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, sewer lines, or pressure irrigation 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 Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

The City shall provide no compensation for the cost of an oversize water, sewer line, and pressure irrigation. In the case of water, sewer, or pressure irrigation lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Ordinance No. 2979. The Developer shall also be eligible for compensation when a private developer extends or connects to any water, sewer, pressurized irrigation or street system previously installed by private developer, pursuant to Resolutions 2017-13.

X

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 accepted by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the 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. The Developer shall submit a Right-of-Way permit and Traffic Control Plan to be approved by the City of Twin Falls prior to any road or sidewalk closures.

XI.

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 three feet (33') wide with an eight inch (8") gravel course and two and a half inch (2.5") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Residential, private streets, and service roads, private parking and maneuvering will be equal to or greater than the residential street sections as specified in the City of Twin Falls revisions to ISPWC.
- (4) A standard collector street forty eight feet (48'), wide per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, 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) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer.
- (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, are allowed by ISPWC and the City of Twin Falls Revisions to the Specifications and Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion 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 as Right-of-Way. Within that Right-of-Way the developer shall install a five feet (5') landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also

install a six foot (6') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the utility 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 luminaires 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 per ISPWC and the City of Twin Falls revisions thereto

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 eight inch (8") 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. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. 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 shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end fire lines shall be one hundred and fifty feet (150'). Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

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.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection 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. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the

fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.

- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls Revisions thereto.

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 (4") high.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

STORM 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.

(3) If storm run-off cannot be conveyed 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, the storm drain shall be piped to the retention facility.

(4) All retention areas are to be on private property or tracts.

(b) City Costs

(1) None.

(c) Required Inspections and Testing

(1) The City will inspect all dry wells for geometry and materials. With prior written approval from the City Engineer other individuals may be authorized to inspect the work. Rock will be submitted for approval prior to placement in dry wells. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

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 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. Fences will not be located on top of irrigation facilities.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

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 ZDA, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigation water mains and fittings shall be six inch (6") minimum diameter or larger irrigation pipe 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 or found in the current Pressurized Irrigation master plan.
- (3) Pressure irrigation 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) Pressurized irrigation 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. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in intersection. 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, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, 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 and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the Specifications and Standard Drawings.
 - (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
 - (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
 - (c) Required Inspections and Testing

- (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions thereto.

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

Street sections and utility installation shall be per the approved construction plans with the exception of the all base gravels shall be 3/4" Type I Aggregates and plantmix pavement shall be 1/2" HMA Superpave per the submitted phasing plans on file with the City Engineering Department. Curb and gutter shall be per the details depicted on the plans per old city standards.

- b) City Costs

- (1) None.

XIII.

The developer shall submit an Improvement Agreement with each individual construction phase.

The two (2) year time limit, (indicated in Section VI of the Agreement) for completing the required improvements shall begin from the date of the recordation of this agreement. The Developer may request an extension of the approvals previously given for another two (2) years.

XIV.

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

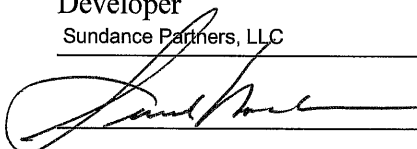
XV.

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_____
MayorDeveloper
Sundance Partners, LLC

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

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.

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

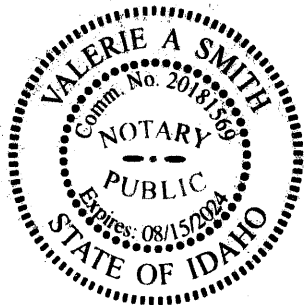
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 19TH day of AUGUST, 20 21, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of SUN DANCE PARTNERS LLC, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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



Notary Public for Idaho
Residing TWIN FALLS

EXP: 8.15.2024

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:

SUNDANCE SUBDIVISION NUMBER 3, A PUD

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, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

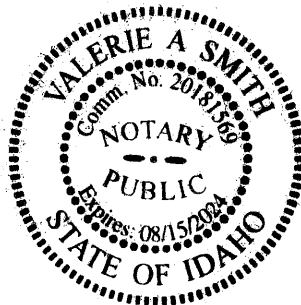
Sundance Partners, LLC

[Signature]

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

On this 19TH day of AUGUST, 20 21, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, 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.



[Signature]
Notary Public for Idaho
Residing TWIN FALLS
EXP: 8.15.2024



Date: Monday, November 8th, 2021, Council Meeting

To: Honorable Mayor and City Council

From: Sergeant Lou Coronado, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request to approve the Annual Vietnam War Veterans Commemoration.

Time Estimate:

Staff is requesting this event be placed on the consent calendar.

Background:

Nora Wells of Hospice Visions, Inc., has submitted an application to hold a celebration to commemorate Vietnam War Veterans in the Twin Falls City Park on July 23, 2022. The event is scheduled from 8:00 a.m. to 3:00 p.m. This is the 8th annual event, and the organizers anticipate approximately 250 to 300 people in attendance.

The event plans to host a guest speaker and a barbeque. There will be pre-recorded amplified music starting at 10:00 a.m. and continuing until 3:00 p.m.

To help celebrate the event, there will be a motorcycle ride beginning at 10:00 a.m. It is anticipated that 100 riders will participate. The ride will start at City Park and proceed south to Kimberly Road. From there, riders will travel east on Kimberly Road (US Hwy 30) and proceed out of city. Riders will be making stops at the Veteran's Cemetery and Vietnam Veteran's Memorial while making a loop through the cities of Kimberly, Hansen, Jerome, and Buhl. Once through the City of Buhl, riders will proceed back to Twin Falls and continue back to City Park.

The Twin Falls Police Department and/or the Twin Falls County Sheriff's Department will assist with an escort both out of town and back into town. All rules of the road will be followed by those participating in the event. There will be no street closures for the ride.

There will be no alcohol served during this event.

The organizer recognizes that this event is approved contingent upon current COVID 19 regulations and recommendations. The City of Twin Falls reserves the right to cancel or postpone this event for the safety of participants and the citizens of Twin Falls. If this event is approved, the organizer will take all required precautions to safeguard those attending the event and may be required to implement additional safety measures as deemed necessary by Twin Falls City Staff.

Approval Process:

Approval by the City Council

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

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

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 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



October 29, 2021

TO: Leila Sanchez

FROM: Tara Bartley

RE: Agenda Item for November 8, 2021 City Council Meeting

I would like to be put on the agenda for:

Consideration to approve Lindsay Earls, 2099 Prospector Way, Twin Falls, ID 83301 to serve as a Library Trustee.



October 29, 2021

Twin Falls City Council
P.O. Box 1907
Twin Falls, ID 83301

Dear Mayor Hawkins and City Council Members:

The current Board of Trustees of the Twin Falls Public Library requests the following be appointed to serve as a Library Trustee:

Lindsay Earls, who resides at 2099 Prospector Way, Twin Falls, to serve as Library Trustee for a full-term of office from January 2022-2027.

The candidate has expressed a strong interest in the Library and is prepared to accept the full responsibilities of a working Library Trustee for her term of office. On behalf of the Board of Trustees, thank you for your consideration.

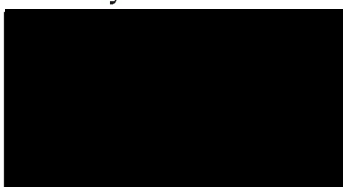
Sincerely,

A handwritten signature in black ink, appearing to read "Tara J. Bartley". The signature is fluid and cursive, with the first name "Tara" being the most prominent part.

Tara J. Bartley
Director of the Twin Falls Public Library

Enclosure: Letter of Interest – Lindsay Earls

Lindsay Earls



September 20, 2021

Twin Falls Public Library Board
201 4th Avenue East
Twin Falls, ID 83301

Dear Members of the Board:

I am writing to express my interest in the open position on the Library Board.

Libraries serve many important functions as the center of the community. I have long appreciated the role of the Twin Falls Public Library in our community and in my own life. Since my family relocated to Twin Falls in 2016, the library has been an important place for me. As I studied for the Idaho Bar Examination, I spent many hours in the library to take advantage of the comfortable and well-lit quiet spaces. I have met friends at the library, and have taken advantage of many of the library's services. Now that I am a stay-at-home mom with a small child, the library fills other roles in my life as well. We rely on the library as a social center, both for myself and for my daughter. When our world shrank in reaction to COVID-19 and the precautions we took to protect our family's health, the library became an even more important center of community for us. My toddler and I looked forward to the zoom story times because they were a link to other families. Being able to pick up new materials through curbside check out was a valuable way to make sure we had fresh books and activities in our home all the time.

I have appreciated the library so much, and want to lend my unique experience and talents to help ensure that the library is able to continue to be a vibrant center of community for the families of Twin Falls. Libraries need the support of their communities to succeed, and I am a community member who is willing and able to capably fill this needed role at this time.

I have experience as a manager, and through my roles on various boards and commission, in providing support and guidance to staff. I have served in roles that allowed me to learn to be a voice for my community, and I have also worked as a community organizer which taught me to help communities find their own voices. Additionally, as an enrolled member of the Cherokee Nation, I represent the voice of an underrepresented group in our community.

As I mentioned, I have served on numerous boards and commissions, so I have a high level of comfort in operating as the member of such a body. I understand the role of a non-profit board member, and the ways in which a board member can support an organization – and also hinder the success of an organization. As you will see in my attached resume, I have a unique background that is full of skills that would translate to being able to support the TFPL as the

organization strives to stay relevant and responsive to the needs of Twin Falls residents and members of the library community.

Please find my attached resume. I look forward to hearing from you. Thank you to all current board members for your service to our library and our community.

Respectfully,

Lindsay Earls



Date: Monday, November 8, 2021
To: Honorable Mayor and City Council
From: Josh Baird, City Engineer

ACTION ITEM

Request:

Consideration of a request to accept public right-of-way.

Time Estimate:

The staff presentation will take approximately 5 minutes.

Background:

Steven McMullin owns a home on Federation Road (211 Federation Road), which is adjacent to a proposed development east of his property. Mr. McMullin was asked to dedicate approximately 20 feet of right-of-way to the City of Twin Falls. This will allow for a future sidewalk to be built across the frontage of his property connecting with existing sidewalk on the west and future sidewalk on the east. City code states all property dedicated to the City must be accepted by the City Council.

Approval Process:

A majority vote of the Council is required to approve this request.

Budget Impact:

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

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council approve the request as presented.

Attachments:

1. 211 Federation Rd
2. Public ROW Deed - 211 Federation Rd



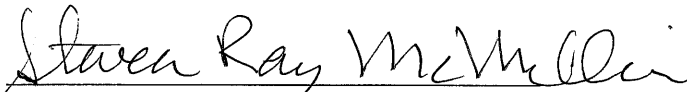
PUBLIC RIGHT-OF-WAY DEED

Steven Ray McMullin, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of The City of Twin Falls, A Municipal Corporation, whose address is P.O. Box 1907, Twin Falls, Idaho 83303, (Grantee) a permanent and perpetual public right-of-way, for construction, continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

(See attached Exhibit A - Legal Description)

And the said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premises; that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Executed and delivered this _____ day of _____, _____.


Steven Ray McMullin

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

Grantee City of Twin Falls does hereby accept dedication of the public right-of-way.

Suzanne Hawkins, Mayor

Exhibit A
Legal Description
Right-of-Way Dedication (McMullin Property)
Twin Falls County, Idaho

Being a portion of the SE ¼ NE ¼ of Section 32, Township 9 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the East Quarter corner of said Section 32 as shown on that certain map entitled "Northern Sky Subdivision", recorded November 21, 2007 as Instrument No. 2007-030627 in the office of the County Recorder of Twin Falls County;

Thence, along the South Boundary of said SE ¼ NE ¼ of Section 32, North 89°50'35" West 682.04 feet to a point on the East Boundary of that certain Parcel of Land described in Deed recorded April 6, 2012 as Instrument No. 2012-006339 in the office of the County Recorder of Twin Falls County and being the REAL POINT OF BEGINNING;

Thence, continuing along said South Boundary, North 89°50'35" West 172.77 feet to a point on the West Boundary of said Parcel of Land;

Thence, along said West Boundary, North 25°32'52" West 21.09 feet the Northwest corner of said Parcel of Land;

Thence, along the North Boundary of said Parcel of Land, South 89°50'35" East 181.88 feet to the Northeast corner of said Parcel of Land;

Thence, along said East Boundary, South 00°03'41" West 19.00 feet to said REAL POINT OF BEGINNING.

Containing approximately 3,369 square feet.

End of Description

STATE OF IDAHO

) ss.

County of Twin Falls

On this 1ST day of MARCH, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Steven Ray McMullin, known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

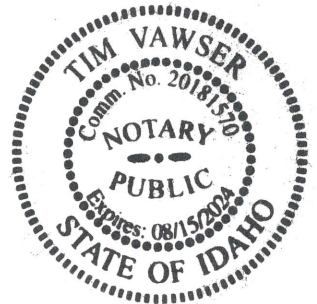
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



NOTARY PUBLIC

Residing at: KIMBERLY, IDAHO

Commission expires: 8-15-2024



STATE OF IDAHO

) ss.

County of Twin Falls

On this ____ day of _____, before me, the undersigned, a Notary Public in and for said State, personally appeared Suzanne Hawkins, Mayor of The City Twin Falls, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the The City of Twin Falls.

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

Residing at: _____

Commission expires: _____

Located In
A Portion of
SE⁴ NE⁴, Section 32
Township 9 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2021



EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE
Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
P (208)-734-4888 fax (208)-734-6049 web: ehm-inc.com

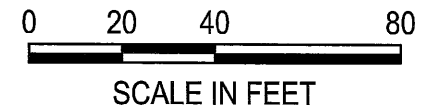
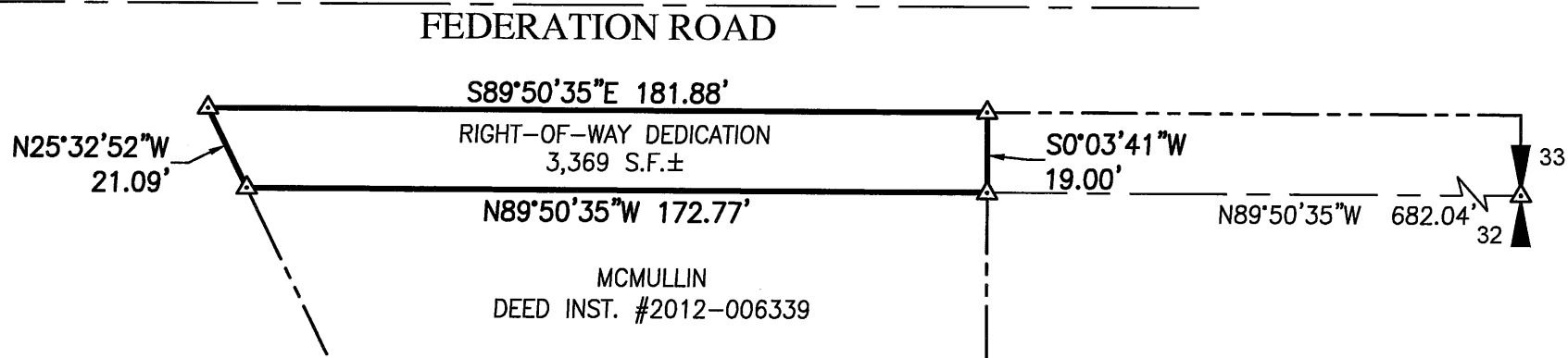


EXHIBIT
RIGHT-OF-WAY DEDICATION
TWIN FALLS COUNTY, IDAHO

JOB NO.: 137-20
APPROVED
DESIGN
DRAWN CSH
DATE JAN. 2021
SCALE SHOWN
137-20 ROW DED
Sheet No.:



Date: Monday, November 8, 2021
To: Honorable Mayor and City Council
From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Request the approval of an ordinance repealing Twin Falls City Code Section 6-2-1(B) which regulates concealed weapons.

Time Estimate:

10 Minutes

Background:

In 2016, the Idaho Legislature removed the requirement for concealed carry permits. The City law cannot conflict with the state code.

Approval Process:

An ordinance must be read three times at three separate meetings before it can be passed by a majority vote. This requirement can be removed on a successful motion by the Council.

Budget Impact:

N/A

Regulatory Impact:

History:

Analysis:

Conclusion:

It is recommended that this ordinance be passed to avoid the conflict between City and State code.

Attachments:

1. 2021 - Ordinance Repeal - City Code - 6-2-1(B)

ORDINANCE NO. 2021-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS,
IDAHO, REPEALING TWIN FALLS CITY CODE §6-2-1 (B).

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

That Twin Falls City Code Section 6-2-1 (B), regulating concealed weapons, is hereby repealed.

PASSED BY THE CITY COUNCIL, November 8, 2021.

SIGNED BY THE MAYOR, November ____, 2021.

MAYOR

ATTEST:

DEPUTY CITY CLERK

PUBLISHED:_____



Date: Monday, November 8, 2021
To: Honorable Mayor and City Council
From: Shayne Nope, City Attorney

ACTION ITEM

Request:

Request to authorize the Mayor to sign the Opioid Litigation Settlement Agreement.

Time Estimate:

15 Minutes

Background:

In 2019, the City passed Resolution No. 2019-008, authorizing the Mayor, on behalf of the City, to enter into a contingency fee retainer agreement with special legal counsel to "pursue litigation against manufacturers, distributors, prescribers, and/or retailers of opioid medications that, in the judgement of the City Attorney, are contributing to the" opioid crisis, "and to pursue such litigation in the interests of the City."

The litigation has been ongoing and involves multiple parties. A group of the defendants have agreed to a settlement. These "Settling Defendants" are Johnson & Johnson, McKesson, and AmericourceBergen.

The following is the analysis provided by legal counsel:

After protracted negotiations, the State of Idaho has sent a proposed intrastate settlement and has invited all county and municipal governments to accept it. We recommend doing so.

The Settling Defendants have agreed to a nationwide settlement scheme that provides for the following default allocation of payments from the settling defendants: 15% to the State; 15% to participating local governments; and 70% to a trust fund administered by a committee but ultimately controlled by the State. However, the nationwide settlement permits states to enter into agreements to allocate the money differently within their states. Following negotiations, the State of Idaho is proposing to allocate the funds as follows: 40% to the State; 40% to participating local governments; and 20% to participating regional public health districts. The local governments' 40% share will then be allocated according to the chart on Exhibit B of the intrastate settlement. We anticipate the total amount paid to local governments could be as high as \$48 million. Local governments that choose not to participate in this settlement will be stuck with the default allocations.

Approval Process:

A majority vote is required to authorize the Mayor to sign the agreement.

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Based on the above legal counsel, I believe the City should accept the proposed settlement agreement by authorizing the Mayor to sign the Intrastate Allocation Agreement.

Attachments:

1. Idaho Opioid Settlement Intrastate Allocation Agreement
2. Fact Sheet Idaho Allocation Agreement
3. Idaho Allocation Agreement Sign-On Form

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL GOVERNMENTS

The State, by and through the Attorney General, and the undersigned Participating Local Governments and Participating Health Districts, in consideration of the promises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, enter into this Idaho Opioid Settlement Intrastate Allocation Agreement (“Agreement”) and covenant and agree as follows:

General Principles

Capitalized terms not defined below have the meanings set forth in the Definitions section of this Agreement.

- The people of the State of Idaho and Idaho communities have been harmed by the opioid epidemic, which was caused by misconduct committed by certain entities within the Pharmaceutical Supply Chain.
- The State of Idaho, *ex rel.* Lawrence Wasden, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State, Health Districts, and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Idaho.
- Settlements resulting from the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have taken the form of National Settlement Agreements.
- This Agreement is intended to facilitate compliance by the State and by the Participating Local Governments with the terms of the National Settlement Agreements and, to the extent appropriate, with other settlements related to the opioid epidemic reached by both the State and Participating Local Governments.
- Idaho’s share of settlement funds from the National Settlement Agreements will be maximized only if all Idaho Local Governments of a certain size participate in the settlements.
- The National Settlement Agreements will set a default allocation between each State and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts (a “State-Subdivision Agreement”), and this Agreement is intended to serve as such a State-Subdivision Agreement under the National Settlement Agreements.
- The State and certain Participating Local Governments are also involved in ongoing litigation with other Pharmaceutical Supply Chain Participants and the aforementioned investigations and litigation have caused some Pharmaceutical Supply Chain Participants

to declare bankruptcy, and they may cause additional entities to declare bankruptcy in the future.

- This Agreement is also intended to serve as a State-Subdivision Agreement for future resolutions of claims through settlement or in bankruptcy court where both the State and Participating Local Governments have filed suit concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic and the resolution of such claims provide for payments (including payments through a trust) to both the State and Participating Local Governments and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement (“Future Resolutions”). This includes but is not limited to serving as a Statewide Abatement Agreement under the bankruptcy resolutions in *In re Purdue Pharma L.P., et al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del.).
- The State is participating in litigation and investigations of certain other Pharmaceutical Supply Chain Participants for which Participating Local Governments are not involved and resolution of such claims are not subject to this Agreement.

A. Definitions

As used in this Agreement

1. The terms “Future Resolutions,” “State,” and “State-Subdivision Agreement” are defined under General Principles in this Agreement.
2. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
3. “Governing Body” means (1) for a county, the board of county commissioners; (2) for a municipality, the city council; and (3) for a health district, the district board of health.
4. “Health Districts” shall mean the seven regional public health districts created pursuant to Title 39, Chapter 4, Idaho Code.
5. “Litigating Participating Local Governments” means the Participating Local Governments that filed an initial complaint in the Opioid Litigation by September 1, 2020.
6. “MDL Litigation” means the matter captioned *In re: National Prescription Opiate Litigation*, MDL 2804 (N.D. Ohio).
7. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021, with Settling Defendants Johnson & Johnson and Distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

8. “Non-Litigating Participating Local Governments” means the Participating Local Governments who are not Litigating Participating Local Governments.
9. “Non-Participating Health District” means a Health District who is not a Participating Health District.
10. “Non-Participating Local Government” means a city or county who is not a Participating Local Government.
11. “Opioid Funds” shall mean monetary amounts obtained through the National Settlement Agreements and Future Resolutions as defined in this Agreement. Not included are funds paid to the State to resolve State claims against Pharmaceutical Supply Chain Participants for which Participating Local Governments were not a party or did not otherwise participate. Also not included are funds paid to Participating Local Governments solely to resolve Participating Local Governments’ claims against Pharmaceutical Supply Chain Participants, not claims by the State.
12. “Opioid Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.
13. “Participating Local Government” shall mean a county or city within the geographic boundaries of the State who participates in this Agreement and who participates in the National Settlement Agreements and/or Future Resolutions. A Local Government may be a Participating Local Government under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. Eligible local governments include: (1) all counties within the State of Idaho; and (2) cities within the State of Idaho who are either involved in Opioid Litigation or who have a population of over 10,000.¹ For the avoidance of doubt, a county or city must sign this Agreement to become a “Participating Local Government.”
14. “Participating Health District” shall mean a Health District who agrees to participate in this Agreement and in the National Settlement Agreements and/or Future Resolutions. A Health District may be a Participating Health District under the National Settlement Agreements and not for some or all Future Resolutions or vice versa if it does not choose to participate in the National Settlement Agreements or some or all Future Resolutions. For the avoidance of doubt, a Health District must sign this Agreement to become a “Participating Health District.”
15. “Parties” shall mean the State, Participating Health Districts, and Participating Local Governments.
16. “Pharmaceutical Supply Chain” shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

¹ All references to population in this Agreement shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this Agreement. These estimates can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html>.

17. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
18. “Public Health District Fund” means the fund established under Idaho Code § 39-422.
19. “State-Directed Opioid Settlement Fund” means the fund established under Idaho Code § 57-825.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with forty percent (40%) to the State (“State Share”); forty percent (40%) to the Participating Local Governments (“LG Share”); and twenty percent (20%) to the Participating Health Districts (“HD Share”).²
2. All Opioid Funds, regardless of allocation, shall only be utilized for Approved Purposes included in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in Section D of this Agreement. The parties acknowledge that under the terms of the National Settlement Agreements there are certain allowed non-Opioid Remediation expenditures which require additional reporting under those agreements. Additionally, the parties acknowledge that under the National Settlement Agreements no less than eighty-five percent (85%) of the funds must be used for Opioid Remediation with at least seventy percent (70%) of funds used solely for future Opioid Remediation.
3. **Receipt and Distribution of the State Share:** Funds will be deposited into the State-Directed Opioid Settlement Fund after payment of attorney’s fees and costs to the State’s outside counsel as provided in Section C.
4. **Receipt and Distribution of the LG Share:** The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments after payment of funds into the Idaho Attorney Fee Back-Stop Fund as provided in Section C.5. Each Participating Local Government will be allocated the percentage of the remaining LG Share as set forth in Exhibit B. Payments will be made directly to each Participating Local Government, and subject to the mechanisms for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Each Participating Local Government may elect to have its share reallocated to the Participating Health District within which it is located. Any funds allocated to a Non-Participating Local Government or to Participating Local Government that cannot be paid under the terms of this Agreement, the National Settlement Agreements, or a Future Resolution shall be allocated to the Participating Health District in which the Local Government is located. A county and some or all of its incorporated cities, in so far as all are Participating Local Governments, may enter into a separate intracounty allocation agreement to modify how the total funds available to said county and cities under Exhibit B are allocated amongst themselves. For the avoidance of doubt, a county or city must agree in writing in order to have its share reallocated under an intracounty allocation agreement. Such an agreement shall not modify any of the other terms or requirements of the National Settlements, Future Resolutions, or this Agreement.

² This Agreement assumes that any opioid settlement for Native American Tribes will be dealt with separately.

5. **Receipt and Distribution of the HD Share:** The HD Share shall be paid directly to the Public Health District Fund after payment of attorney's fees and costs to the State's outside counsel as provided in Section C. Funds would be allocated among each Participating Health District based on the aggregate of the percentages allocated to the Local Governments within each such Health District as determined pursuant to paragraph 4 above, and as set forth specifically in Exhibit C. These funds would also be subject to the mechanism for auditing and reporting set forth below to provide accountability and transparency to the public to verify appropriate use of the funds. Any funds allocated under Exhibit C to a Non-Participating Health District shall be allocated to the Participating Health Districts in proportion to the allocation set forth in Exhibit C. If any Participating Health District ceases to exist, the funds shall be allocated between the remaining Participating Health Districts as provided for in this paragraph. If all Participating Health Districts cease to exist, the HD Share will be split equally between the State Share and the LG Share.
6. The State, Participating Health Districts, and Participating Local Governments may coordinate for implementation of opioid remediation strategies. The Parties agree that collaboration promotes the effective use of Opioid Funds and that they will coordinate with trusted partners to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

C. Payment of Counsel and Opioid Litigation Expenses

1. The Parties recognize that the funds being shared under this agreement were obtained through significant effort by outside counsel retained by the State and Litigating Participating Local Governments in the Opioid Litigation.
2. The National Settlement Agreements provide for the payment of all or a portion of the attorney's fees and legal expenses owed by the State and Litigating Participating Local Governments to outside counsel retained for Opioid Litigation. To effectuate this the court in the MDL Litigation has established a common benefit fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the "Common Benefit Fund"). The Parties anticipate that Future Resolutions may also provide for the payment of all or a portion of attorney's fees and legal expenses.
3. If funds for attorney's fees and expenses under the National Settlement Agreements, Future Resolutions, and the Common Benefit Fund are insufficient to cover the attorney fee obligations of the State and Litigating Participating Local Governments (as modified by Judge Polster's August 6, 2021 Order in the MDL Litigation), the deficiencies will be covered as set forth in further detail below.
4. Deficiencies for outside counsel for the State shall be paid as follows:
 - a. As a means of covering any deficiencies in payment for outside counsel retained by the State specifically for Opioid Litigation, five percent (5%) of the State Share and five percent (5%) of the HD Share from the National Settlements and Future Resolutions not exempt under Section C.7 shall be sent to outside counsel prior to payment to the State-Directed Opioid Settlement Fund and the Public Health

District Fund. No funds from the LG Share shall be used to pay attorney's fees for outside counsel for the State.

- b. Outside counsel for the State shall maintain the funds in a separate trust account, not comingled with other funds. Outside counsel for the State shall make application to the Idaho Attorney General's Office for payments out of the trust account for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund.
 - c. Any remaining funds in the account in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the State Share and HD Share and shall be allocated as provided in Section B.
 - d. Outside counsel for the State shall make a report to the Idaho Attorney General's Office every two (2) years setting forth the balance of the trust account and any outstanding potential deficiencies in order for the Idaho Attorney General's Office to assess whether the trust fund is overfunded and funds should be reverted or underfunded and more funding should be provided.
5. Deficiencies for outside counsel for Litigating Participating Local Governments shall be paid as follows:
- a. As a means of covering any deficiencies in payment for outside counsel retained by Participating Local Governments specifically for the Opioid Litigation, a supplemental Idaho Attorney Fee Back-Stop Fund shall be established.
 - b. The Idaho Attorney Fee Back-Stop Fund shall be funded by ten percent (10%) of the LG Share from the National Settlement Agreements and Future Resolutions not exempt under Section C.7. No funds from the State Share and HD Share shall be used to pay attorney's fees to counsel for the Litigating Participating Local Governments. If some or all of the Participating Local Governments believe that ten percent (10%) will not be sufficient to cover a deficiency in attorney's fees those Participating Local Governments can enter into an agreement to hold back an additional amount of up to two and one-half percent (2.5%) of the LG Share allocated to those Participating Local Governments under Exhibit B to be put into the Idaho Attorney Fee Back-Stop Fund. For the avoidance of doubt, no funds above the original ten percent (10%) shall be held back to fund the Idaho Attorney Fee Back-Stop Fund from the share allocated to a Participating Local Government under Exhibit B without their express written agreement, and in no circumstance may the overall amount withheld exceed twelve and one-half percent (12.5%).
 - c. Payments out of the Idaho Attorney Fee Back-Stop Fund shall be determined by majority vote of a committee ("Idaho Attorney Fee Back-Stop Fund Committee") consisting of three members:
 - i. One (1) member appointed by the Litigating Participating Local Governments;

- ii. One (1) member appointed by the Non-Litigating Participating Local Governments; and
 - iii. One (1) member jointly appointed by all of the other members listed above.
- d. Outside counsel retained by Litigating Participating Local Governments may apply to the Idaho Attorney Fee Back-Stop Fund only for a deficiency, meaning the difference between what their fee agreements would entitle them to (as limited by this Section) minus what they have already collected from attorney fee funds established under the National Settlement Agreements and Future Resolutions and the Common Benefit Fund. For the avoidance of doubt, collectively, outside counsel for Litigating Participating Local Governments are limited to being paid, at most, and assuming adequate funds are available under the National Settlement Agreements, Future Resolutions, the Common Benefit Fund and the Idaho Attorney Fee Back-Stop Fund, attorney's fees totaling fifteen percent (15%) of the LG Share.
 - e. Any funds remaining in the Idaho Attorney Fee Back-Stop Fund in excess of the amounts needed to cover the deficiency in attorney's fees as provided in this Section shall revert back to the LG Share and shall be allocated as provided in Section B.
 - f. Applications for funds from the Idaho Attorney Fee Back-Stop Fund must be supported by an affidavit of the attorney setting forth the basis and method of computation for the attorney's fees request. The Idaho Attorney Fee Back-Stop Fund Committee may also request additional documentation to support an application.
 - g. The Idaho Attorney Fee Back-Stop Fund Committee shall meet at least once annually to review applications and determine whether to release and/or revert funds. Every two (2) years, the Idaho Attorney Fee Back-Stop Fund Committee shall assess the amount remaining in the fund to determine if it is overfunded or underfunded.
6. The Parties agree that should a Future Resolution not provide for any payment of attorney's fees, the parties will confer and in good faith consider an amendment to this Section to provide for additional funds.
 7. This Section (Section C) shall not apply to settlements involving McKinsey or the bankruptcy proceedings *In re Purdue Pharma L.P., et. al.*, Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) and *In re Mallinckrodt PLC, et al.*, Case No. 20-12522 (JTD) (Bankr. D. Del) or other Future Resolutions in so far as the express terms limit the payment of attorney's fees and would not allow for the payment of attorney's fees from the State Share, LG Share, and HD Share.

D. Compliance Reporting and Accountability

1. Participating Health Districts, Participating Local Governments, and the State shall maintain, for a period of at least five (5) years, records of Opioid Fund expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the National Settlement Agreements, Future Resolutions, and this Agreement. During and after the term of this Agreement, the Attorney General shall have access to persons and records related to this Agreement and expenditures of Opioid Funds.
2. Opioid Funds can only be used for an Approved Purpose when the Governing Body of a Participating Local Government or Participating Health District includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Funds for that Approved Purpose during a specified period of time. The budget or resolution should: (1) indicate that it is an authorization for expenditure of Opioid Funds, (2) state the specific Approved Purpose the governing body intends to fund as identified in Exhibit A, and (3) state the amount dedicated to each Approved Purpose for a stated period of time.
3. Opioid Funds are subject to the financial audit requirements for Participating Local Governments and Participating Health Districts as provided under Idaho Law, and shall be separately accounted for in any such audit. If any such audit reveals an expenditure inconsistent with the terms of this Agreement, the Participating Local Government or Participating Health District shall immediately report the finding to the Idaho Attorney General.
4. For every fiscal year in which a Participating Local Government or Participating Health District receives, holds, or spends Opioid Funds, the Local Government or Health District must submit an annual financial report specifying the activities and amounts it has funded. The annual financial report shall be provided to the Idaho Attorney General by emailing the report to opioidsettlement@ag.idaho.gov within ninety (90) days of the last day of the state fiscal year covered by the report. Each annual financial report must include the following information: (1) the amount of Opioid Funds available at the beginning of the fiscal year; (2) the amount of Opioid Funds received during the fiscal year; (3) the amount of Opioid Funds disbursed or applied during the fiscal year, broken down by Approved Purposes set forth in Exhibit A; (4) the amount of Opioid Funds available at the end of the fiscal year. The annual financial reports provided to the Idaho Attorney General will be made publically available by publication on the Idaho Attorney General's website <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/> and be maintained on that webpage for a period not less than five (5) years. The Attorney General will also post annual reports of State expenditures of Opioid Funds on the Idaho Attorney General's website and maintain said reports on the webpage for a period not less than five (5) years.
5. If the National Settlement Agreements or any Future Resolutions require that a Participating Local Government or Participating Health District file, post, or provide a report or other document beyond those described in this Agreement, or if any Participating Local Government or Participating Health District communicates in writing

with any national administrator or other entity created or authorized by the National Settlement Agreements or any Future Resolutions regarding compliance with the National Settlement Agreement or Future Resolutions, the Participating Local Government or Participating Health District shall email a copy of any such report, document, or communication to the Idaho Attorney General at opioidsettlement@ag.idaho.gov.

6. Every Participating Local Government and Participating Health District shall make a good faith effort to comply with all of its reporting obligations under this Agreement. A Participating Local Government or Participating Health District that engages in a good faith effort to comply with its reporting obligations under Section D.7 and D.8 but fails in some way to report information in an accurate, timely, or complete manner shall be given an opportunity to remedy this failure within a reasonable time. A Participating Local Government or Participating Health District that does not engage in a good faith effort to comply with its reporting obligations under this Agreement, or that fails to remedy reporting issues within a reasonable time, may be subject to action for breach of contract. Notwithstanding anything to the contrary herein, a Participating Local Government or Participating Health District that is in substantial compliance with the reporting obligations in this Agreement shall not be considered in breach of this Agreement.
7. If it appears to the State that a Participating Local Government or Participating Health District is using or has used Opioid Funds for non-Approved Purposes, the State may on written request seek and obtain the documentation underlying the report(s) described in this Section (Section D), as applicable. The Participating Local Government or Participating Health District receiving such request shall have fourteen (14) days to provide the requested information. The State and the Participating Local Government or Participating Health District receiving such request may extend the time period for compliance with the request only upon mutual agreement.
8. Following a request made pursuant to D.7, if the State determines that a Participating Local Government or Health District spent any Opioid Funds on an expenditure inconsistent with the terms of this Agreement, the State shall send notice to the Participating Local Government or Participating Health District of such determination and allow sixty (60) days to cure the inconsistent expenditure through budget amendment or repayment. If a Participating Local Government or Participating Health District does not make the cure within sixty (60) days, the State may (i) reduce future Opioid Fund payments to that Participating Local Government or Participating Health District by an amount equal to the inconsistent expenditure; and (ii) to the extent the inconsistent expenditure is greater than the expected future stream of payments, initiate a process up to and including litigation to recover the overage. The State may recover any litigation expenses incurred to recover the funds. Any recovery or redistribution shall be distributed consistent with Section B.4 above.

E. Other Terms

1. This Agreement shall become effective at the time a sufficient number of local governments have joined the Agreement to qualify this Agreement as a State-Subdivision

Agreement under the National Settlement Agreements or any Future Resolutions. If this Agreement does not thereby qualify as a State-Subdivision Agreement, this Agreement will have no effect. Once effective, this Agreement will remain in effect until at least one (1) year after the last date on which any Opioid Funds are spent by Participating Local Governments and Participating Health Districts pursuant to the National Settlement Agreements and any Future Resolutions.

2. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least two-thirds of the Participating Local Governments and Participating Health Districts.
3. This Agreement shall be governed by and construed under the laws of the State of Idaho using Idaho law. Any action related to the provisions of this Agreement, except as otherwise provided in the National Settlement Agreements or Future Resolutions, must be adjudicated by the Idaho state courts of Ada County in the State of Idaho.
4. This Agreement does not supersede or alter the terms of the National Settlement Agreements or any Future Resolutions except to the extent those terms allow for a State-Subdivision Agreement to do so.
5. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.
7. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary approvals and conditions precedent to his or her execution have been satisfied.

FOR THE STATE OF IDAHO



LAWRENCE G WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

DATE: October 25, 2021

[Other Signature Pages to Follow]

Exhibit A
Approved Opioid Abatement Strategies

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following¹:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

¹ As used in this Exhibit A, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Public Creditor Trust Distribution Procedures.

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8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.
10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
14. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

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Approved Opioid Abatement Strategies

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.
8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.

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Approved Opioid Abatement Strategies

14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 2. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

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4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

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5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.
10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

Exhibit A
Approved Opioid Abatement Strategies

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Fund community anti-drug coalitions that engage in drug prevention efforts.
6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
7. Engage non-profits and faith-based communities as systems to support prevention.
8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school

Exhibit A
Approved Opioid Abatement Strategies

employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

Exhibit A
Approved Opioid Abatement Strategies

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid-

Exhibit A
Approved Opioid Abatement Strategies

or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

Exhibit A
Approved Opioid Abatement Strategies

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

EXHIBIT B
ALLOCATION OF LOCAL GOVERNMENT SHARE

Local Government	Percentage of Local Government Share
Ada County, Idaho	13.2776278333%
Adams County, Idaho	0.1446831902%
Ammon City, Idaho	0.0812916024%
Bannock County, Idaho	3.0595589832%
Bear Lake County, Idaho	0.6082712041%
Benewah County, Idaho	0.6526829809%
Bingham County, Idaho	1.6421270812%
Blackfoot City, Idaho	0.6283857401%
Blaine County, Idaho	0.9137717551%
Boise City, Idaho	12.7586409110%
Boise County, Idaho	0.3309644652%
Bonner County, Idaho	2.5987361786%
Bonneville County, Idaho	3.7761253875%
Boundary County, Idaho	0.8788284447%
Burley City, Idaho	0.4485975363%
Butte County, Idaho	0.1839745518%
Caldwell City, Idaho	1.1958553249%
Camas County, Idaho	0.0422073443%
Canyon County, Idaho	5.0120113688%
Caribou County, Idaho	0.4396183832%
Cassia County, Idaho	0.7270235866%
Chubbuck City, Idaho	0.4841935447%
Clark County, Idaho	0.0420924425%
Clearwater County, Idaho	0.4890418390%
Coeur D'Alene City, Idaho	2.7593778237%
Custer County, Idaho	0.2133243878%
Eagle City, Idaho	0.1711876661%
Elmore County, Idaho	0.8899512165%
Franklin County, Idaho	0.5753624958%
Fremont County, Idaho	0.5716071696%
Garden City, Idaho	0.5582782838%
Gem County, Idaho	1.3784025725%
Gooding County, Idaho	0.6966472013%
Hayden City, Idaho	0.0047132146%
Idaho County, Idaho	0.8474305547%
Idaho Falls City, Idaho	3.8875027578%
Jefferson County, Idaho	0.9842670749%
Jerome City, Idaho	0.4169017424%
Jerome County, Idaho	0.6223444291%
Kootenai County, Idaho	5.6394798565%
Kuna City, Idaho	0.1849461724%

Local Government	Percentage of Local Government Share
Latah County, Idaho	1.2943861166%
Lemhi County, Idaho	0.4880814284%
Lewis County, Idaho	0.2882543555%
Lewiston City, Idaho	2.0176549375%
Lincoln County, Idaho	0.1930184422%
Madison County, Idaho	1.2748404845%
Meridian City, Idaho	2.4045650754%
Minidoka County, Idaho	0.9140620922%
Moscow City, Idaho	0.6590552650%
Mountain Home City, Idaho	0.5706694591%
Nampa City, Idaho	3.3274647954%
Nez Perce County, Idaho	1.2765833482%
Oneida County, Idaho	0.2371656647%
Owyhee County, Idaho	0.5554298409%
Payette County, Idaho	1.2750728102%
Pocatello City, Idaho	2.9494898116%
Post Falls City, Idaho	0.6781328826%
Power County, Idaho	0.3505171035%
Preston City, Idaho	0.1496220047%
Rexburg City, Idaho	0.1336231941%
Shoshone County, Idaho	1.2841091340%
Star City, Idaho	0.0001322772%
Teton County, Idaho	0.4258195211%
Twin Falls City, Idaho	1.8245765222%
Twin Falls County, Idaho	3.3104301873%
Valley County, Idaho	0.8074710814%
Washington County, Idaho	0.4917358652%

EXHIBIT C
ALLOCATION OF HEALTH DISTRICT SHARE

Health District	Percentage of Health District Share
District 1 (Panhandle)	14.50%
District 2 (North Central)	6.87%
District 3 (Southwest)	13.38%
District 4 (Central)	31.95%
District 5 (South Central)	10.11%
District 6 (Southeastern)	11.31%
District 7 (Eastern)	11.88%



FACT SHEET

IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT

The Attorney General of the State of Idaho has joined nationwide settlements resolving opioid-related claims with Johnson & Johnson and three major opioid distributors. These nationwide settlements and other pending opioid-claim resolutions allow the State and participating local governments to enter into an agreement to govern how settlement funds will be allocated within the State. The Attorney General's Office has drafted a proposed Idaho Opioid Settlement Intrastate Allocation Agreement ("Agreement") with some input from local governments involved in the opioid litigation. The purpose of this document is to summarize the primary terms of the Agreement and to anticipate questions that you may have.

What Opioid Settlements Does the Agreement Apply to?

The Agreement is intended to govern the distribution of settlement funds obtained through the nationwide settlements with Johnson & Johnson and three major opioid distributors (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp.) ("Nationwide Settlements"), the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, and any additional settlements relating to opioid litigation that involve both the State and Idaho local governments and that allow for an allocation agreement.

How Are Settlement Funds Split Between the State and Local Governments Under the Agreement?

The Agreement provides that settlement funds will be split with forty percent (40%) to the State, forty percent (40%) to participating local governments, and twenty percent (20%) to participating regional public health districts. The funds allocated to local governments will be allocated among participating counties and cities based on certain opioid metrics, as provided in Exhibit B to the Agreement. The funds allocated to the regional health districts will be allocated among participating health districts in proportion to the allocation of funds to the counties and cities within each health district's boundaries, as provided in Exhibit C to the Agreement. The Agreement also provides for funds taken from each of the above shares to compensate attorneys who have been hired by the State and local governments involved in the opioid litigation that have put in significant effort to obtain these settlement funds.

How Can a Local Government Calculate How Much Money It Will Receive Under the Agreement?

Assuming all eligible cities and counties participate in the Nationwide Settlements and the State receives the full \$120 million over 18 years, a city or county can estimate the total funds it would receive by calculating the local government share, taking forty percent (40%) of \$120 million (\$48 million), and then multiplying that amount by the percentage assigned to the city or county in Exhibit B to the Agreement. For example, if Exhibit B shows that County A would receive 10%, that county would receive 10% of the Local Government share (estimated \$48 million), totaling an estimated \$4.8 million. It is important to emphasize that each local government's share will be less if there is less than full participation from eligible cities and counties in the Nationwide Settlements. The State and local governments must come together and participate in these Nationwide Settlements to maximize the benefit for the citizens of the State.

How Can Local Governments Spend Funds Allocated Under the Agreement?

The funds allocated under the Agreement must be spent on approved opioid-abatement activities as set forth in Exhibit A to the Agreement. These approved activities include strategies, programming, and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder or Mental Health conditions. The approved activities listed in Exhibit A

were developed nationally, consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. This limitation on use of funds is also required under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans. The Agreement includes requirements for annual reporting of spending of opioid settlement funds and other provisions to ensure compliance with this spending limitation.

Who is Eligible to Sign-On to the Agreement?

All counties and cities who are eligible to participate in the Nationwide Settlements are eligible to sign on to and receive funds under the Agreement. This includes: (1) all counties; (2) cities who currently have pending claims against Johnson & Johnson and the three distributors; and (3) all other cities with a population of 10,000 or greater. A list of eligible counties and cities can be found at <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/>. Additionally, the seven regional public health districts established under Title 39, Chapter 4, Idaho Code are eligible to sign on and receive funds under the Agreement.

What Happens if a Local Government Does Not Sign on to the Agreement?

Under the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans, an intrastate allocation agreement must be signed by the State and local governments whose aggregate populations either: (1) total more than sixty percent (60%) of the population; or (2) total more than fifty percent (50%) of the population and include fifteen percent (15%) of counties within the State. If this threshold is not met, the allocation agreement is not effective and the default allocation terms of the Nationwide Settlements and the pending Purdue and Mallinckrodt bankruptcy plans will govern distribution of funds within the State. If the above threshold is met and a local government does not sign on, it will not be entitled to receive funds under the terms of the Agreement.

What if a Local Government Does Not Want to Administer Opioid Settlement Funds?

The sign-on form for the Agreement allows for a local government to sign on to the Agreement but have its share of funds under the Agreement reallocated to its regional public health district. This allows for the local government to participate in the Nationwide Settlements, which increases the overall amount of money available to distribute in Idaho, and to sign on to the Allocation Agreement and have its participation counted toward the minimum participation threshold, but not have to directly administer funds. The decision to reallocate is completely voluntary and solely within the discretion of the local government.

How do the Allocation Terms in the Agreement Compare to the Default Allocations Under the Nationwide Settlements and the Purdue and Mallinckrodt Bankruptcy Plans?

The Idaho Attorney General's Office believes the Agreement provides for more consistent and better terms than the default allocation methods. The Nationwide Settlements provide for different allocation methods than the Purdue and Mallinckrodt bankruptcy plans. Under the Nationwide Settlements' defaults, settlement funds allocated to Idaho would be split with fifteen percent (15%) to the State, fifteen percent (15%) to participating local governments, and seventy percent (70%) to a trust fund. The trust fund would be managed by a committee including both local and State representatives and used to fund opioid abatement programs, with the ultimate spending authority being held by the State. Under the Purdue and Mallinckrodt bankruptcy plans, seventy percent (70%) of the funds are to be split regionally based on regions designated by the State, with only local governments with a population of more than 400,000 directly receiving funds. The remaining thirty percent (30%) is allocated to the State. Future settlements may contain completely different default allocation methods. Under the Agreement, local governments will receive more direct funds and there will be a lower administrative burden by having a consistent distribution method across settlements.

How Can I Learn More About the Agreement?

More information is available at <https://www.ag.idaho.gov/consumer-protection/opioid-settlement/>.

If you have further questions, you may also contact the Consumer Protection Division of the Idaho Attorney General's Office at (208)-334-2424 or opioidsettlement@ag.idaho.gov

**IDAHO OPIOID SETTLEMENT INTRASTATE ALLOCATION AGREEMENT
BETWEEN THE STATE OF IDAHO, HEALTH DISTRICTS, AND ELIGIBLE LOCAL
GOVERNMENTS**

SIGN-ON

By signing below I represent that I am fully authorized to enter into the Idaho Opioid Settlement Allocation Agreement on behalf on the named governmental entity, and that all necessary approvals and conditions precedent to my execution have been satisfied.

Signature: _____

Name: _____

Title: _____

Governmental Entity: _____

Date: _____

VOLUNTARY REALLOCATION

**[DO NOT FILL OUT UNLESS YOUR GOVERNMENT HAS SIGNED ON ABOVE AND
WISHES TO VOLUNTARILY REALLOCATE ITS SHARE OF FUNDS TO ITS REGIONAL
PUBLIC HEALTH DISTRICT]**

By signing below I represent that the named governmental entity does not wish to receive the funds allocated to it under the Idaho Opioid Settlement Allocation Agreement and has authorized that its share of funds instead be allocated to the following regional public health district established under Title 39, Chapter 4, Idaho Code.

Name of Public Health District: _____

Signature: _____

Name: _____

Title: _____

Governmental Entity: _____

Date: _____



Date: Monday, November 8, 2021
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

Request:

PRESENTATION: A presentation on the finances of the City of Twin Falls for the third quarter of fiscal year 2020-2021. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

Time Estimate:

The estimated amount of time for this presentation is 20-30 minutes, with additional time for Council questions.

Background:

The information presented includes a comparison of budget to actual information for revenues and expenditures in the tax supported funds and the three major enterprise funds. There will be an analysis on historical information, national comparisons, and future projections.

Approval Process:

N/A

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

There is no action required by the City Council.

Attachments

1. 4th Qtr – Tax Supported Funds
2. 4th Qtr - Water Fund
3. 4th Qtr - Wastewater Fund
4. 4th Qtr - Sanitation Fund

City of Twin Falls
Summary of Tax-Supported Funds
September 30, 2021

12 of 12 months	100.0%
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	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% Received to Date</u>
Property Taxes	\$ 23,937,269	\$ 18,781,338	78.5%
Franchise Taxes	1,741,500	1,921,709	110.3%
Permits	1,209,000	2,251,317	186.2%
Revenue Sharing-County, State, Liquor	4,078,369	4,593,733	112.6%
State Liquor Apportionment	740,000	934,800	126.3%
Street Fund-Highway Monies	3,165,000	4,286,508	135.4%
Court Revenues	200,000	205,455	102.7%
Street Sweeping	-	-	
Contributions	1,000	6,339	633.9%
Grants	1,380,116	8,310,164	602.1%
Misc	794,156	1,099,765	138.5%
E-911	465,000	440,794	94.8%
Recreation Fees	505,000	631,821	125.1%
Airport Revenues	1,096,420	1,289,688	117.6%
Investment Interest	593,001	533,914	90.0%
Fire District	540,699	540,699	100.0%
Transfers	3,908,352	4,641,769	118.8%
Surplus Reserves	7,123,096	-	0.0%
Revenue Totals	\$ 51,477,978	\$ 50,469,813	98.0%

	<u>Budgeted Exp</u>	<u>Actual Exp</u>	
Personnel	\$ 27,782,658	\$ 27,399,074	98.6%
M & O	8,647,745	7,830,307	90.5%
Capital	12,575,672	8,864,021	70.5%
Transfers	2,471,902	3,268,823	132.2%
Expenditure Totals	\$ 51,477,977	\$ 47,362,225	92.0%

Excess/<Deficit>	\$ 1	\$ 3,107,588
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City of Twin Falls
Water Fund
September 30, 2021

12 of 12 months	100.0%
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	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% Received to Date</u>
User Revenue	\$ 6,918,578	\$ 8,523,389	123.2%
Federal Grants			
Mandated Arsenic	2,100,000	2,321,731	110.6%
Turn-On, Tap, and Permit Fees	207,000	366,232	176.9%
Penalties and Voilations	40,000	45,128	112.8%
Irrigation Revenue	819,800	992,149	121.0%
Credit Card Processing Income	-	-	
Collected Bad Debts	20,000	36,117	180.6%
Investment Income	230,000	228,666	99.4%
Water Shares Lease Revenue	70,202	70,489	100.4%
Miscellaneous	46,400	76,309	164.5%
Transfers	656,506	656,507	100.0%
Surplus Reserves	8,210,000		
Revenue Totals	\$ 19,318,486	\$ 13,316,717	68.9%

	<u>Budgeted Exp</u>	<u>Actual Exp</u>	
Personnel	\$ 2,461,033	\$ 2,319,416	94.2%
M & O	2,852,016	2,328,815	81.7%
Capital	3,548,510	632,601	17.8%
Debt Service	9,162,095	9,087,304	99.2%
Transfers	1,294,832	1,294,832	100.0%
Expenditure Totals	\$ 19,318,486	\$ 15,662,968	81.1%

Excess/<Deficit>	\$ -	\$ (2,346,251)
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<u>2020</u>	<u>2019</u>	<u>2018</u>	2021			2020	
			<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% of Budget</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>
105.7%	97.1%	107.5%	\$ 6,918,578	\$ 8,523,389	35.8%	\$ 7,557,909	\$ 7,990,170
0.0%	#DIV/0!	#DIV/0!				\$ 45,000	
107.8%	105.1%	103.8%	2,100,000	2,321,731	10.9%	2,100,000	2,263,265
230.9%	163.7%	159.3%	207,000	366,232	1.1%	158,600	366,162
78.5%	115.6%	113.4%	40,000	45,128	0.2%	40,000	31,396
108.5%	110.1%	109.2%	819,800	992,149	4.2%	850,463	922,836
83.8%	130.3%	138.0%	-	-	0.0%	100,000	83,839
194.6%	168.5%	142.6%	20,000	36,117	0.1%	20,000	38,924
182.0%	195.4%	96.0%	230,000	228,666	1.2%	150,000	272,970
101.1%	104.0%	100.3%	70,202	70,489	0.4%	70,000	70,752
123.7%	315.0%	154.6%	46,400	76,309	0.2%	46,400	57,383
100.0%	100.0%	100.0%	656,506	656,507	3.4%	595,366	595,366
#DIV/0!	#DIV/0!	0.0%	8,210,000		42.5%		
108.2%	102.8%	99.3%	<u>\$ 19,318,486</u>	<u>\$ 13,316,717</u>	100.0%	<u>\$ 11,733,738</u>	<u>\$ 12,693,063</u>
95.0%	98.9%	99.3%	\$ 2,461,033	\$ 2,319,416	12.7%	\$ 2,362,034	\$ 2,243,602
87.0%	79.1%	99.9%	2,852,016	2,328,815	14.8%	2,893,266	2,517,127
74.1%	57.8%	61.1%	3,548,510	632,601	18.4%	2,021,320	1,496,830
102.8%	94.4%	98.4%	9,162,095	9,087,304	47.4%	2,747,722	2,823,937
100.0%	100.0%	100.0%	<u>1,294,832</u>	<u>1,294,832</u>	6.7%	<u>1,280,347</u>	<u>1,280,347</u>
91.7%	84.9%	90.2%	<u>\$ 19,318,486</u>	<u>\$ 15,662,968</u>	100.0%	<u>\$ 11,304,689</u>	<u>\$ 10,361,843</u>
			\$ -	\$ (2,346,251)		\$ 429,049	\$ 2,331,220

2019		2018	
<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>
\$ 7,675,597	\$ 7,451,267	\$ 7,000,283	\$ 7,528,718
2,100,000	2,207,765	2,100,000	2,180,758
182,000	297,909	155,000	246,937
40,000	46,247	40,000	45,361
778,711	857,012	700,000	764,520
90,000	117,254	75,000	103,530
17,000	28,646	17,000	24,245
118,000	230,616	195,000	187,131
67,510	70,202	67,510	67,702
41,400	130,419	39,400	60,912
583,692	583,692	603,998	603,998
		900,000	
<u>\$ 11,693,910</u>	<u>\$ 12,021,029</u>	<u>\$ 11,893,191</u>	<u>\$ 11,813,812</u>
\$ 2,288,890	\$ 2,262,897	\$ 2,146,192	\$ 2,131,462
2,989,645	2,366,029	2,932,899	2,928,567
2,252,000	1,300,830	2,829,095	1,728,811
2,911,206	2,746,767	2,794,891	2,749,403
1,252,169	1,252,169	1,190,114	1,190,115
<u>\$ 11,693,910</u>	<u>\$ 9,928,692</u>	<u>\$ 11,893,191</u>	<u>\$ 10,728,358</u>
\$ -	\$ 2,092,337	\$ -	\$ 1,085,454

**City of Twin Falls
Wastewater Fund
September 30, 2021**

12 of 12 months	100.0%
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	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% Received to Date</u>
User Revenue			
Residential Users	\$ 7,322,854	\$ 7,532,645	102.9%
Industrial Users	2,092,454	2,418,689	115.6%
Municipal Users	141,487	157,730	111.5%
Turn-On, Tap, and Permit Fees	17,000	10,768	63.3%
Sewer Capacity Fees	-	1,927,064	
Penalties and Violations	100,000	116,349	116.3%
Investment Income	275,000	258,016	93.8%
Miscellaneous	3,000	78,025	2600.8%
Surplus Reserves	-		
Revenue Totals	<u>\$ 9,951,795</u>	<u>\$ 12,499,286</u>	125.6%

	<u>Budgeted Exp</u>	<u>Actual Exp</u>	
Personnel	\$ 874,996	\$ 778,993	89.0%
M & O	3,449,300	3,346,342	97.0%
Capital	1,190,650	1,162,076	97.6%
Debt Service	3,483,781	3,484,223	100.0%
Transfers	930,903	930,903	100.0%
Expenditure Totals	<u>\$ 9,929,630</u>	<u>\$ 9,702,537</u>	97.7%

Excess/<Deficit>	\$ 22,165	\$ 2,796,749
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			2021			
<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% of Budget</u>	<u>Budgeted Rev</u>
102.6%	103.8%	103.8%	7,322,854	7,532,645	73.6%	7,118,822
121.8%	81.4%	97.4%	2,092,454	2,418,689	21.0%	2,018,821
70.3%	80.1%	74.3%	141,487	157,730	1.4%	206,099
67.7%	66.9%	1274.4%	17,000	10,768	0.2%	18,000
				1,927,064	0.0%	
-455.6%	522.3%	2111.3%	100,000	116,349	1.0%	100,000
135.0%	122.1%	127.0%	275,000	258,016	2.8%	240,000
7474.6%	7425.9%	33831.3%	3,000	78,025	0.0%	3,000
0.0%	0.0%	0.0%			0.0%	200,000
105.6%	106.6%	95.5%	<u>\$ 9,951,795</u>	<u>\$ 12,499,286</u>	100.0%	<u>\$ 9,904,742</u>
93.4%	92.0%	84.2%	\$ 874,996	\$ 778,993	8.8%	\$ 834,731
95.0%	99.1%	103.4%	3,449,300	3,346,342	34.7%	3,556,781
43.6%	103.5%	87.9%	1,190,650	1,162,076	12.0%	1,117,081
99.9%	99.9%	100.0%	3,483,781	3,484,223	35.1%	3,485,281
110.1%	100.0%	100.0%	930,903	930,903	9.4%	891,054
92.2%	99.5%	96.4%	<u>\$ 9,929,630</u>	<u>\$ 9,702,537</u>	100.0%	<u>\$ 9,884,928</u>
			\$ 22,165	\$ 2,796,749		\$ 19,814

2020	2019		2018	
<u>Actual Rev</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>
7,301,701	6,783,702	7,039,389	6,572,664	6,824,279
2,459,003	2,503,615	2,038,320	2,300,000	2,239,543
144,911	238,562	191,155	276,000	205,057
12,178	25,000	16,719	2,000	25,487
450,083		276,779		975,520
(455,592)	100,000	522,260	50,000	1,055,669
323,944	240,000	292,924	210,000	266,774
224,238	3,000	222,776	3,000	1,014,938
	48,000		3,789,616	
<u>\$ 10,460,466</u>	<u>\$ 9,941,879</u>	<u>\$ 10,600,322</u>	<u>\$ 13,203,280</u>	<u>\$ 12,607,267</u>
\$ 779,400	\$ 812,814	\$ 747,822	\$ 817,508	\$ 687,940
3,379,986	3,514,069	3,483,163	3,274,380	3,386,011
487,317	1,265,000	1,309,655	3,773,241	3,315,392
3,483,326	3,481,781	3,478,428	3,485,357	3,484,253
981,054	868,215	868,215	1,852,795	1,852,795
<u>\$ 9,111,083</u>	<u>\$ 9,941,879</u>	<u>\$ 9,887,283</u>	<u>\$ 13,203,281</u>	<u>\$ 12,726,391</u>
\$ 1,349,383	\$ -	\$ 713,039	\$ (1)	\$ (119,124)

**City of Twin Falls
Sanitation Fund
September 30, 2021**

12 of 12 months	100.0%
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	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% Received to Date</u>
Admin Fee	\$ 524,507	\$ 512,880	97.8%
User Fees	2,268,316	2,337,755	103.1%
Landfill Fees	789,583	838,010	106.1%
Investment Income	5,000	9,307	186.1%
Miscellaneous	-	811	
Surplus Reserves	-		
Revenue Totals	<u>\$ 3,587,406</u>	<u>\$ 3,698,763</u>	103.1%

	<u>Budgeted Exp</u>	<u>Actual Exp</u>	
M & O	3,068,694	2,850,501	92.9%
Transfers	511,478	511,478	100.0%
Expenditure Totals	<u>\$ 3,580,172</u>	<u>\$ 3,361,979</u>	93.9%

Excess/<Deficit>	\$ 7,234	\$ 336,784
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			2021				2
<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>% of Budget</u>	<u>Budgeted Rev</u>	
103.4%	100.9%	100.0%	524,507	512,880	14.6%	481,918	
101.9%	104.4%	100.4%	2,268,316	2,337,755	63.2%	2,209,103	
102.3%	88.9%	101.2%	789,583	838,010	22.0%	792,948	
217.4%	291.4%	102.3%	5,000	9,307	0.1%	5,000	
				811	0.0%		
#DIV/0!	0.0%	#DIV/0!			0.0%	-	
102.4%	98.6%	100.6%	<u>\$ 3,587,406</u>	<u>\$ 3,698,763</u>	100.0%	<u>\$ 3,488,969</u>	
99.1%	98.4%	102.0%	3,068,694	2,850,501	85.7%	3,004,355	
100.0%	100.0%	91.8%	<u>511,478</u>	<u>511,478</u>	14.3%	<u>479,918</u>	
99.3%	98.6%	100.3%	<u>\$ 3,580,172</u>	<u>\$ 3,361,979</u>	100.0%	<u>\$ 3,484,273</u>	
			\$ 7,234	\$ 336,784		\$ 4,696	

2020	2019		2018	
<u>Actual Rev</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>	<u>Budgeted Rev</u>	<u>Actual Rev</u>
498,118	466,891	470,919	481,009	481,090
2,250,911	2,081,084	2,173,268	1,957,855	1,966,406
811,405	807,000	717,367	700,000	708,250
10,868	3,500	10,198	8,000	8,181
670		452		403
	60,000		-	
<u>\$ 3,571,972</u>	<u>\$ 3,418,475</u>	<u>\$ 3,372,204</u>	<u>\$ 3,146,864</u>	<u>\$ 3,164,330</u>
2,978,268	2,948,084	2,900,054	2,631,355	2,683,397
479,918	470,391	470,391	515,509	473,009
<u>\$ 3,458,186</u>	<u>\$ 3,418,475</u>	<u>\$ 3,370,445</u>	<u>\$ 3,146,864</u>	<u>\$ 3,156,406</u>
\$ 113,786	\$ -	\$ 1,759	\$ -	\$ 7,924



Date: Monday, November 8, 2021
To: Planning and Zoning Commission
From: Elizabeth Hart, City Planner

ACTION ITEM

Request:

Request for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation c/o Paul Hilbig on behalf of Blue Terra Development LLC. (PZ21-0141)

Time Estimate:

The presentation will take approximatey 5-10 minutes with comments/questions to follow.

Background:

The applicant is proposing that tandem parking be allowed and to be included in the calculation of off-street parking requirements for residential units.

The Planning Commission held a public hearing on October 12, 2021 and forwarded a positive recommendation to the City Council with a 3-2 vote.

Approval Process:

Per Twin Falls City Code 10-6, the petitioner for a ZDA sub-district may, after pre-application conferences with the planning staff, submit a preliminary development plan to the Commission for preliminary review.

The Preliminary Presentation for this request was held September 28, 2021.

After the preliminary presentation, a public hearing shall be held before the Commission for a recommendation to the Council to approve, approve with conditions or deny the amendment request.

Budget Impact:

n/a

Regulatory Impact:

Per City Code 10-10-6, Parking Requirements Based on Use:

Residential: Dwellings, multi-family:

- 1–2-bedroom units require 2 off street parking stalls per unit.
- 3-bedroom units require 2.5 off street parking stalls per unit.

Per City Code 10-10-11(A), Minimum Standards for Parking Lot Design

City Code does not allow for tandem parking. However, through the PUD amendment it can be requested as a variation from code.

History:

The Latitude 42 C-1 PUD Agreement #272 includes Latitude Subdivision No. 1 recorded in April 2016 and Latitude 42 Subdivision No. 2 recorded in April 2018.

The PUD Agreement was recorded in April 2016. Recently, lots 6-8 in the Latitude 42 Subdivision No. 2, a PUD was approved for a Special Use Permit to allow for storage unit rental.

Later in September 2020, the PUD was amended to allow for outside storage and display of equipment with extended hours of operation.

Analysis:

The proposed PUD amendment would apply to the entire Latitude 42 No.1 and No. 2 subdivisions. Residential developments within these subdivisions would be allowed to use tandem parking to meet their off-street parking requirements.

Tandem parking is described as two parking stalls with one of the spaces placed behind the other, causing one space to block the other. For example, one space could be in the garage with the other space being the driveway space leading into the garage.

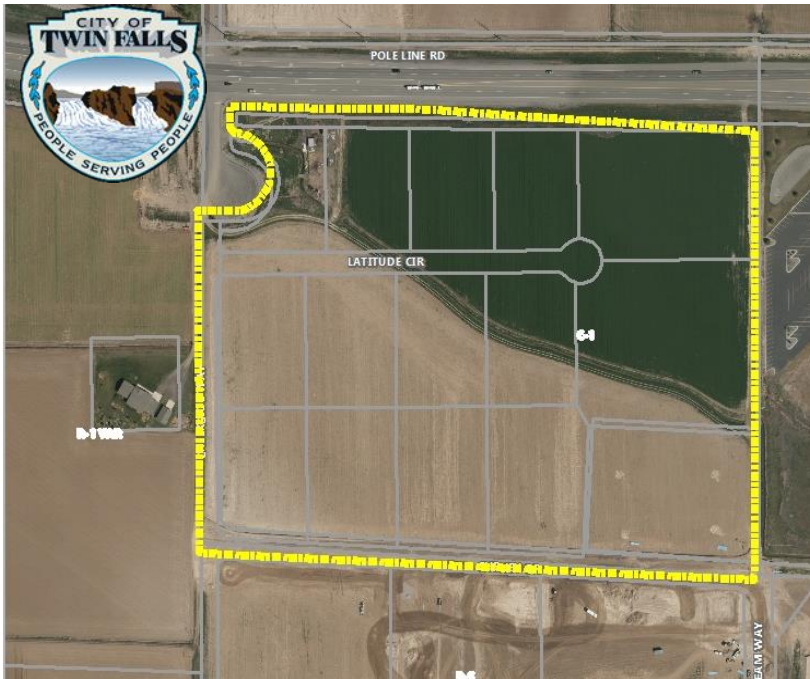
The proposed amendment would not reduce the amount of parking required; it proposes a different parking lot design than what is permitted within City Code 10-10-11.

Conclusion:

Should the City Council approve the request the amended document will be signed by the property owners, the City of Twin Falls, then recorded and will be applicable to both Latitude 42 Subdivision No. 1 & 2.

Attachments:

1. 01-PZ20-0141 CC Public Hearing Staff Report
2. 10-12-21 PZ minutes final
3. Vicinity Map
4. Narrative
5. Exhibits



Comprehensive Staff Report

To: Planning & Zoning Commission
Presenter: Liz Hart, Senior City Planner

Request: for approval for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation.

Application: PZ21-0141

Applicant & Representative:

Blue Terra Development, LLC
 2667 E Gala Court #120
 Meridian, ID 83642

CC Public Hearing: November 08, 2021

Background:

The applicant is proposing that tandem parking be allowed and to be included in the calculation of off-street parking requirements for residential units.

The Planning Commission held a public hearing on October 12, 2021 and forwarded a positive recommendation to the City Council with a 3-2 vote.

History:

The Latitude 42 C-1 PUD Agreement #272 includes Latitude Subdivision No. 1 recorded in April 2016 and Latitude 42 Subdivision No. 2 recorded in April 2018.

The PUD Agreement was recorded in April 2016. Recently, lots 6-8 in the Latitude 42 Subdivision No. 2, a PUD was approved for a Special Use Permit to allow for storage unit rental. Later in September 2020, the PUD was amended to allow for outside storage and display of equipment with extended hours of operation.

Approval Process:

Per Twin Falls City Code 10-6 The petitioner for a ZDA sub-district may, after pre-application conferences with the planning staff submit a

preliminary development plan to the Commission for preliminary review.

The Preliminary Presentation for this request was held September 28, 2021.

After the preliminary presentation, a public hearing shall be held before the Commission for a recommendation to the Council to approve, approve with conditions or deny the amendment request.

Applicable Zoning Regulations:

Per City Code 10-10-6, Parking Requirements Based on Use:

Residential: Dwellings, multi-family:

- 1-2-bedroom units require 2 off street parking stalls per unit.
- 3-bedroom units require 2.5 off street parking stalls per unit.

Per City Code 10-10-11(A), Minimum Standards for Parking Lot Design

City Code does not allow for tandem parking. However, through the PUD amendment it can be requested as a variation from code.

Analysis:

The proposed PUD amendment would apply to the entire Latitude 42 No.1 and No. 2 subdivisions. Residential developments within these subdivisions would be allowed to use tandem parking to meet their off-street parking requirements.

Tandem parking is described as two parking stalls with one of the spaces placed behind the other, causing one space to block the other. For example, one space could be in the garage with the other space being the driveway space leading into the garage.

The proposed amendment would not reduce the amount of parking required; it proposes a different parking lot design than what is permitted within City Code 10-10-11.

Conclusion:

Should the City Council approve the request the amended document will be signed by the property owners, the City of Twin Falls, then recorded and will be applicable to both Latitude 42 Subdivision No. 1 & 2.

Attachments:

1. Vicinity Map
2. 10.12.2021 PC Minutes

[Type here]

3. Narrative
4. Latitude 42 PUD #272
5. Exhibits



Twin Falls Planning & Zoning Commission Minutes

Tuesday, October 12, 2021, 6:00 PM

203 Main Avenue East
Twin Falls, ID 83301

Council Chambers

Members -

City Limits: Danielle Titus, Chairperson; Craig Kelley, Vice-Chair; Ed Musser; Carolyn Bolton; Curtis Hansen; Marilu Perez

Area of Impact: David Detweiler

1) Confirmation of Quorum/Call Meeting to Order

Vice Chair Kelley called the meeting to order at 06:02 PM

A quorum was present.

Members Present: Kelley, Detweiler, Bolton, Hansen, Perez

Staff Present: Spendlove, Hart, Zollinger, Ebersole, Vitek

2) Consent Calendar

MOTION: Commissioner Bolton moved to approve the Consent Calendar, as presented.
Commissioner Detweiler seconded the motion.

Motion approved by a vote of 4-0-1.

a) Approval of minutes from the following meeting: September 28, 2021

3) Items of Consideration - None

4) Public Hearings

a) Request for a recommendation to City Council for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation c/o Paul Hilbig on behalf of Blue Terra Development LLC. (PZ21-0141)

Staff Presentation:

Senior Planner Hart presented the request for a recommendation to City Council for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation c/o Paul Hilbig on behalf of Blue Terra Development LLC. (PZ21-0141)

Per Twin Falls City Code 10-6, the petitioner for a ZDA sub-district may, after pre-application conferences with the planning staff, submit a preliminary development plan to the Commission for preliminary review.

The Preliminary Presentation for this request was held September 28, 2021.

After the preliminary presentation, a public hearing shall be held before the Commission for a recommendation to the Council to approve, approve with conditions or deny the amendment request.

The Latitude 42 C-1 PUD Agreement #272 includes Latitude Subdivision No. 1 recorded in April 2016 and Latitude 42 Subdivision No. 2 recorded in April 2018.

The PUD Agreement was recorded in April 2016. Recently, Lots 6-8 in the Latitude 42 Subdivision No. 2, a PUD was approved for a Special Use Permit to allow for storage unit rental. Later in September 2020, the PUD was amended to allow for outside storage and display of equipment with extended hours of operation.

Per City Code 10-10-6 Parking Requirements:

- 1–2-bedroom units require 2 off-street parking stalls per unit.
- 3-bedroom units require 2.5 off-street parking stalls per unit.

The City Code does not allow for tandem parking. However, through the PUD Amendment process, a variation to the code can be requested.

Taking into consideration, the development will be located along a dead-end road, is not adjacent to any residential development and approval of tandem parking may have minimal impacts on the surrounding area.

The Commission is tasked with making a recommendation to the City Council. The Commission may recommend approval; recommend approval with conditions or deny the amendment request.

Should the City Council approve the request the amended document will be signed by the property owners, the City of Twin Falls recorded and applicable to both Latitude 42 Subdivision No. 1 & 2.

Applicant Presentation:

Paul Hilbig, applicant, presented the request for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation. Mr. Hilbig reviewed the two site plans and the reasoning behind going with the alternate plan. He stated the alternate plan does not create a sea of parking, maximizing the open space, while minimizing the asphalt. He stated he believes the development will be a positive impact to neighborhood as a new high-end project. He stated the garage use will be strictly enforced as only for parking, not to be used as storage.

PZ/Questions & Comments:

- Commissioner Hansen asked if the driveway spaces are being counted towards the parking requirement.
- Planning and Zoning Director Spendlove stated the driveway is considered permitted parking in residential zones, if the property meets the 20' front setback.

- Commissioner Detweiler asked how the proposed tandem parking will work.
- Senior Planner Hart explained how the tandem parking (garage and driveway space) would be counted as required parking.
- Planning and Zoning Director Spendlove stated they want to use the garage and driveway as required parking. He stated those spaces would be assigned only to the tenant.

Public Hearing: Opened

- Mike Fife, co-applicant, agreed with Mr. Hilbig's presentation and reiterated the benefits of this proposal.

Public Hearing: Closed

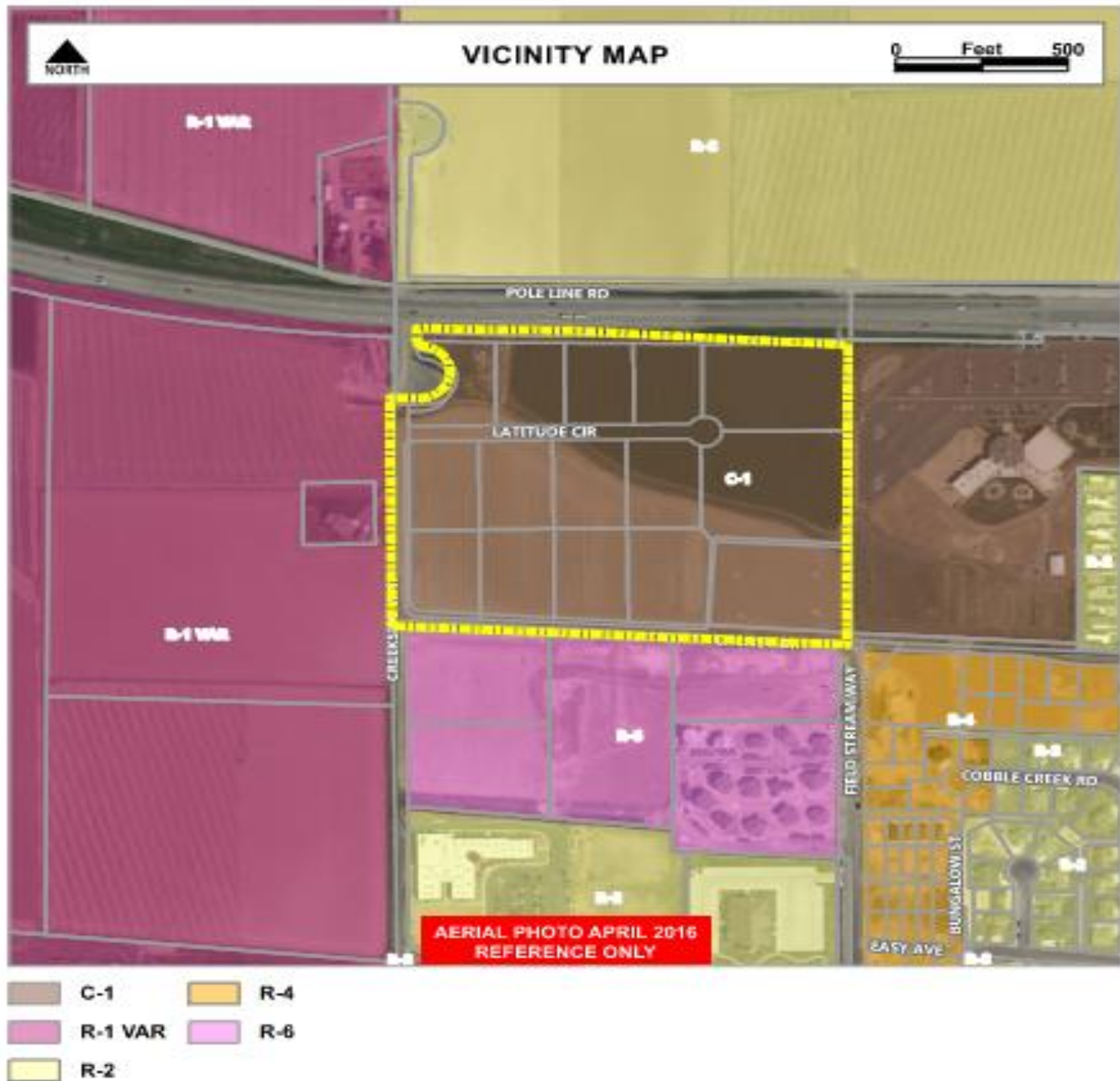
Discussions Followed:

- Commissioner Perez stated she likes the plan as presented. She stated she does not believe there will be adverse effects, as this project is not near other residential areas and does not think it will create a big impact on surrounding neighborhood.
- Commissioner Hansen stated he is not in favor of this request. He stated he does not believe the garage provision is enforceable and does not believe that the proposal would be fair to neighboring businesses and would take up the street parking as overflow.
- Commissioner Bolton stated she is in favor of the request. She believes this plan meets the required parking code. She likes the open green space and believes the garages can be enforced.
- Commissioner Detweiler asked for guidance to the advantages of this proposal.
- Vice Chair Kelley explained the alternate plan gives extra green space and the parking is not limited to only one area.
- Commissioner Detweiler stated he does not have a problem with this proposal. He believes there is adequate parking and won't affect the flow of traffic to the area.
- Vice Chair Kelley stated he is not in favor of this request. He believes the parking will be an issue, but likes the extra green space, but has an issue with parking as presented.
- Commissioner Hansen stated the history with these types of projects is the parking spills out to the streets. He stated he is afraid for the other businesses having access issues. He thinks this is a bad idea for city and does not believe it is enforceable.
- Commissioner Bolton asked staff if there will be onsite management for facility.
- Planning and Zoning Director Spendlove stated he understands there is a manager on site to lease the units.

MOTION: Commissioner Bolton moved to make a positive recommendation to City Council for an Amendment to the Latitude 42 PUD to allow for tandem parking to be included in the required off street parking calculation c/o Paul Hilbig on behalf of Blue Terra Development LLC. (PZ21-0141), as presented, with staff recommendations.
Commissioner Detweiler seconded the motion.

Motion Approved by a vote of 3-2.

Commissioner Hansen left the meeting.



Current Zoning: C-1 PUD "Latitude 42 PUD"

Comprehensive Plan: Commercial

Existing Land Use: Undeveloped

Proposed Land Use: PUD Amendment

Surrounding Zoning Designations & Land Use(s)

North: C-1 PUD Undeveloped/Pole line Rd

East: C-1 PUD Twin Falls Reform Church

South: R-6 PUD/4-Plexes Under Construction

West: R-1 VAR/Residential

Applicable Regulations

10-1-4, 10-1-5, 10-4-8, 10-12-2-3. Latitude 42 PUD #272 Amended

Latitude 42

Letter of Explanation to Change PUD Language

Latitude 42 Apartments is a 130-unit apartment complex on approximately 5 acres located at 1135 Latitude Circle. There are 26 one-bedroom units, 65 two-bedroom units and 39 three-bedroom units. To the east is a large church and St. Luke's hospital. To the south are other multi-family projects along with retirement and skilled nursing facilities. To the north is a newly constructed tool rental facility and Pole Line Road. To the west is a newly constructed storage facility. The site is located at the end of a 900-foot cul-de-sac. There is no direct connectivity from Latitude Circle Drive to any of the surrounding residential uses.

The project includes six 20-unit buildings and one 10-unit building, all are three stories. The amenities include a clubhouse, pickleball court, a dog park and landscaped opens space. Sixty percent of the units include a garage.

Each building uses the same combination of materials and textures, but the color schemes vary slightly among the buildings for subtle variety. The architectural design provides an aesthetic addition to the surrounding neighborhood. Access to each unit is from internal stairwells and from each garage. The units will have fire sprinklers. The Latitude 42 Apartments provide an attractive improvement to the area and help provide a solution to the housing shortage in a much-desired location in Twin Falls.

City code requires us to provide 271 stalls. We provide 78 garages, 78 driveways and 115 guest stalls for a total of 271 stalls. There are no compact stalls, each is at least 9' wide. The garages and driveways are assigned to specific units. The guest stalls are peppered throughout the site for convenient access to each unit. Each garage and driveway will be labeled to show that they are assigned spaces. Tenants who use their garage as storage, and who have more than one car, will be warned and then fined by management. If the tenant disregards the warnings and fines, they will be evicted.

The objective of our application is to amend the existing PUD to allow garages and driveways to be included in the required parking count. Currently the city code is interpreted to not allow tandem parking. The proposed amendment will allow tandem parking, thus allowing the project to be built as currently designed. The amendment allows us to provide parking closer to each unit, significantly more open space, and avoids a 'sea of asphalt' all in one location.

The proposed language is: *Tandem parking is allowed. Garages and driveways are to be included towards the minimum parking requirements.*

We feel that this proposed change will have no negative affect on surrounding uses. There are no contiguous residential streets or neighborhoods for the project's parking to 'spill' in to. (The nearest entrance to a single family home subdivision is .7 miles away.) All the current landowners within Latitude 42 are in favor of this change, not because it affects their own parking situation, but because it indeed adds patrons and labor within walking distance. The proposed amendment will be a boon to them and other nearby businesses.

emailed
Mike 8-17-21

LATITUDE 42
PUD AMENDMENT

August 13, 2021

To the land owners within Latitude 42,

In order to develop our proposed 130 apartment units, the City of Twin Falls is requiring an amendment to the Latitude 42 PUD language. The amendment requires all owners within the subdivision to consent to the amendment language.

Proposed Language (pending city approval and input):

Garages and associated driveways shall be included in calculating the amount of off-street parking provided. Tandem parking shall be allowed. Each driveway parking stall shall be numbered and assigned to a specific unit.

As proof of your consent to allow garages to count towards the required parking calculation, please sign below.

Regards,
Paul Hilbig

GERALD MARTEUS, Gerald Marteus

Printed Name & Signature

CASEY STUTZMAN Casey Stutzman

Printed Name & Signature

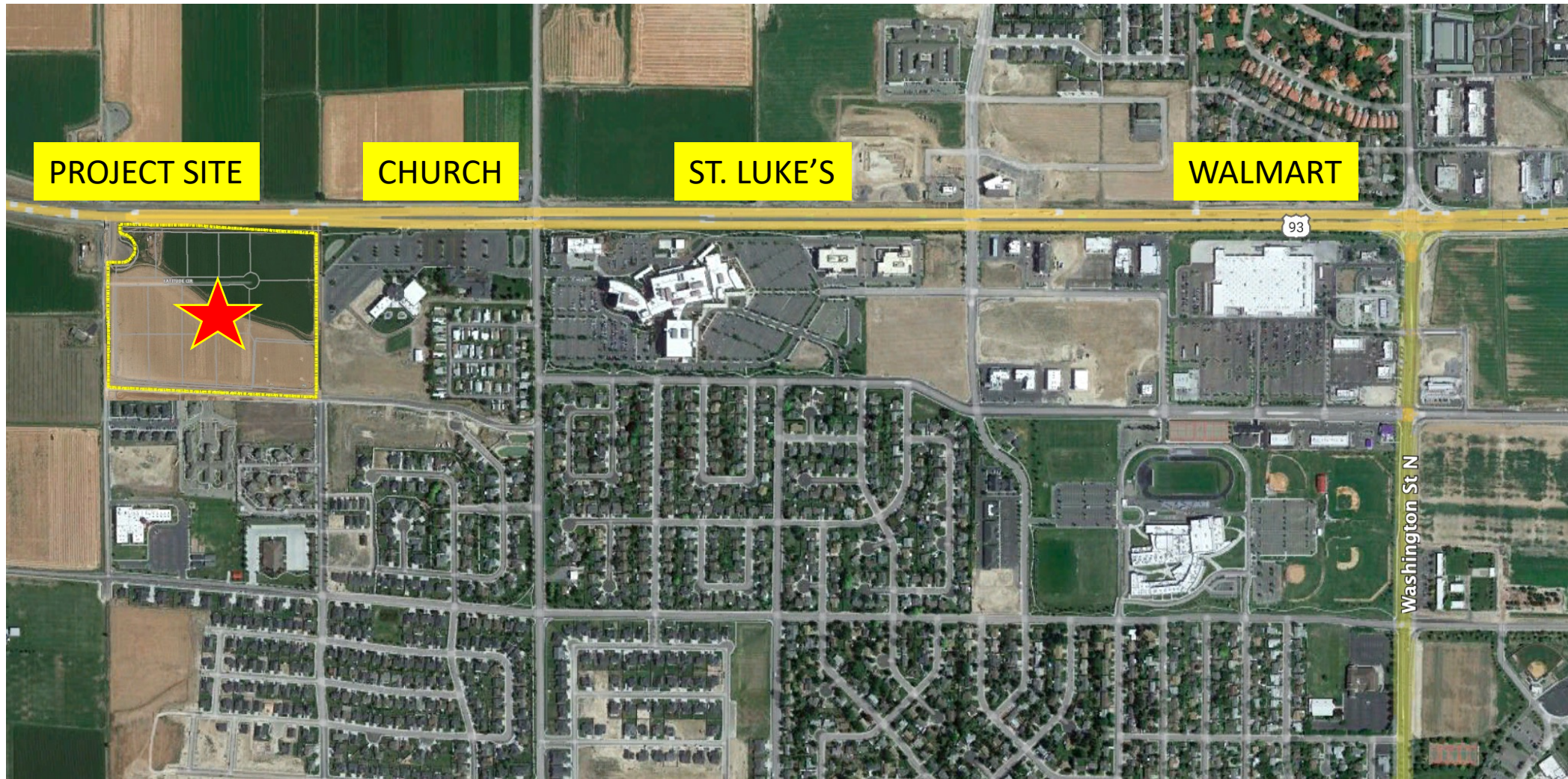
KEN STUTZMAN K Stutzman

Printed Name & Signature

Printed Name & Signature

LATITUDE 42 APARTMENTS REQUEST FOR PUD AMENDMENT

VICINITY MAP



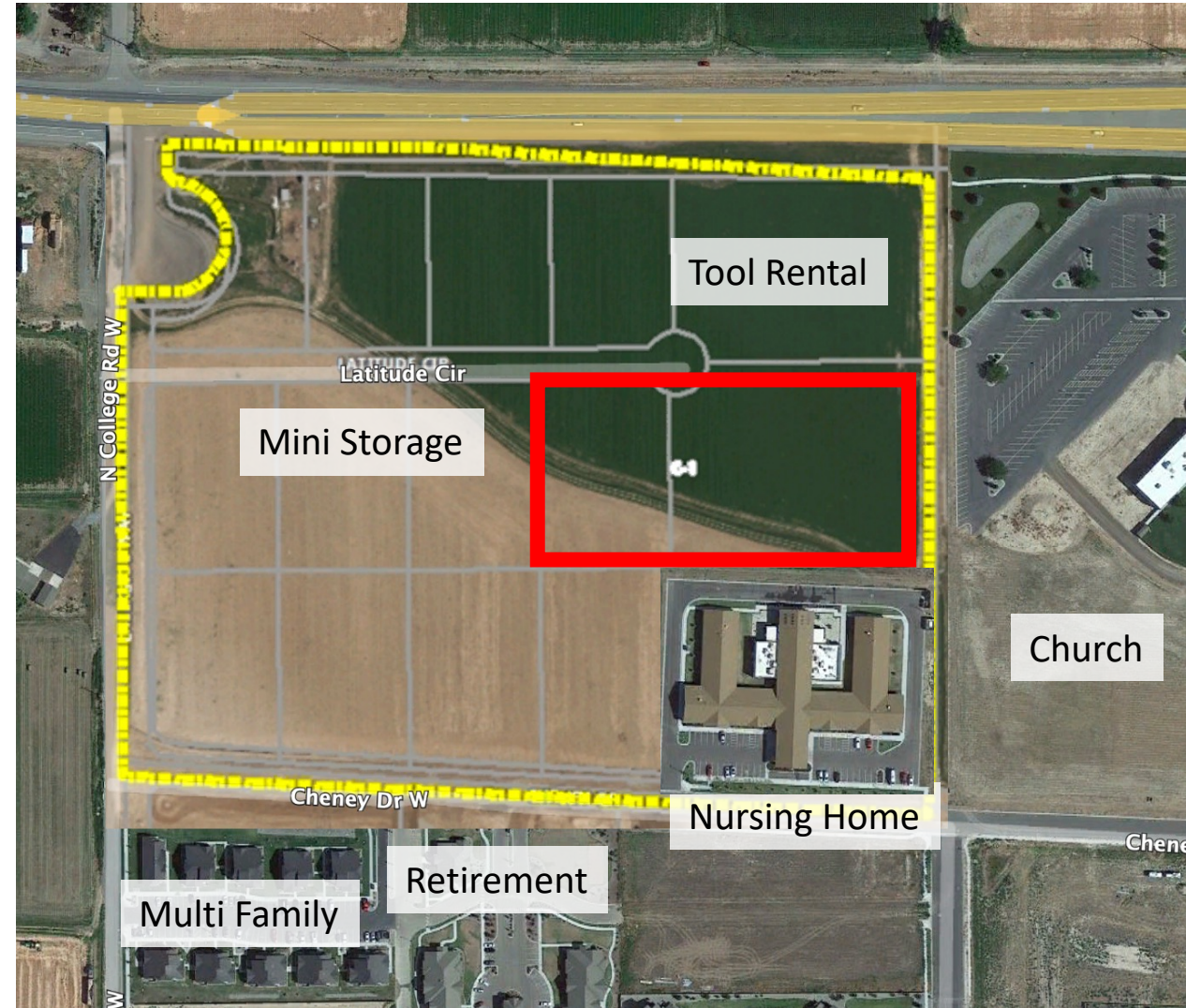
LATITUDE 42 APARTMENTS

SITE

- Immediately surrounded by non-residential uses
- 15 lots in PUD, all owners but one are in favor
 - One owner is neutral, none against
- End of cul-de-sac
- This is the 3rd Amendment to the PUD

AMENDMENT LANGUAGE

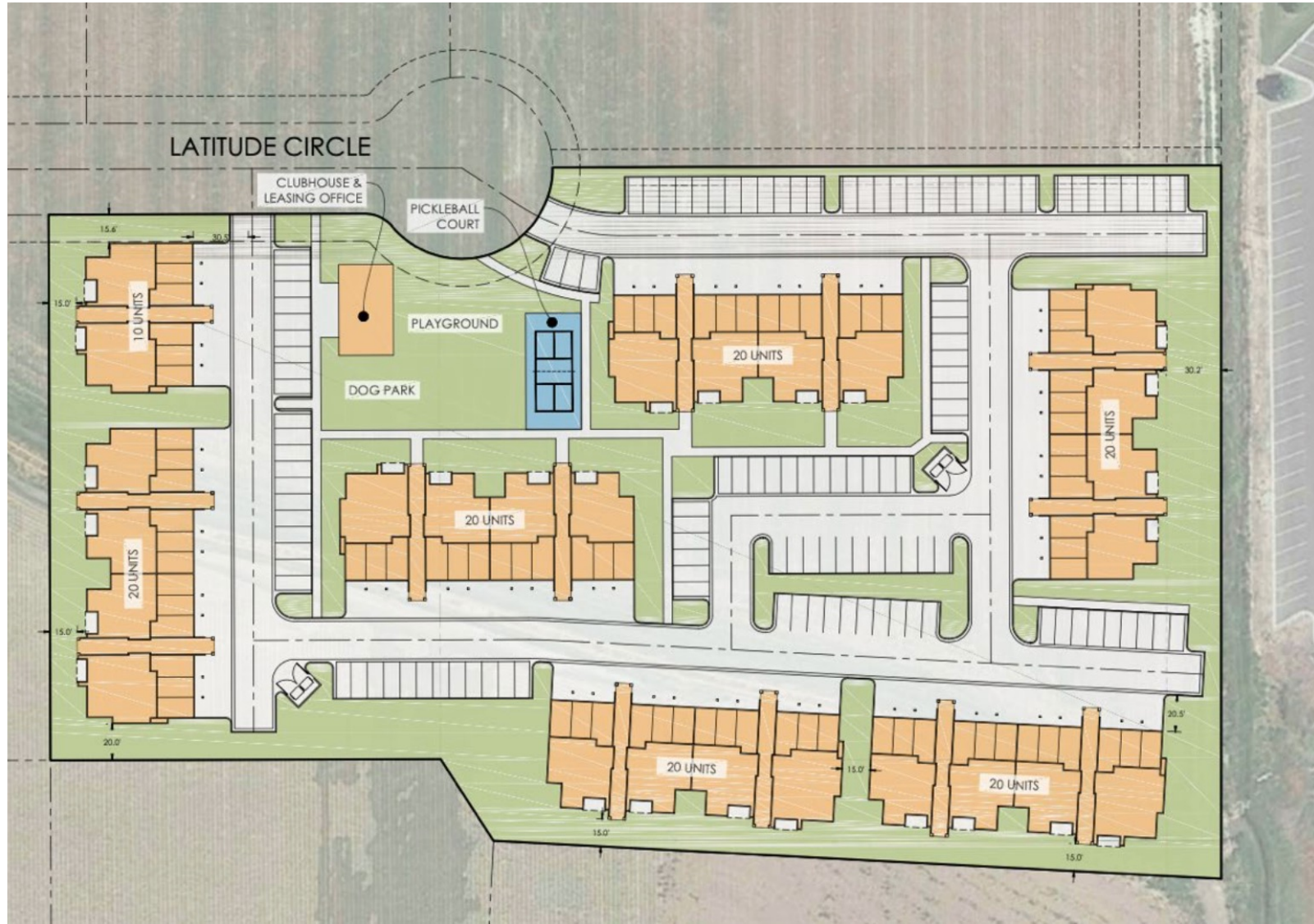
Garages and driveways, including tandem parking related thereto, shall be included in calculating the total count of off-street parking spaces required pursuant to the Property Development Standards provided herein.



LATITUDE 42 APARTMENTS

PROPOSED PROJECT

- 130 Units – 1, 2 & 3 Bedroom Units
- 5.15 Acres (25.2 units/acre)
- Clubhouse
- Pickleball Court & Playground
- Dog Park
- Garages for 60% of the units
- Strategically placed surface parking
 - Convenience to Units
 - Maximizes Open Space
 - 10% required, 28% provided



LATITUDE 42 APARTMENTS



20 Unit Building



10 Unit Building

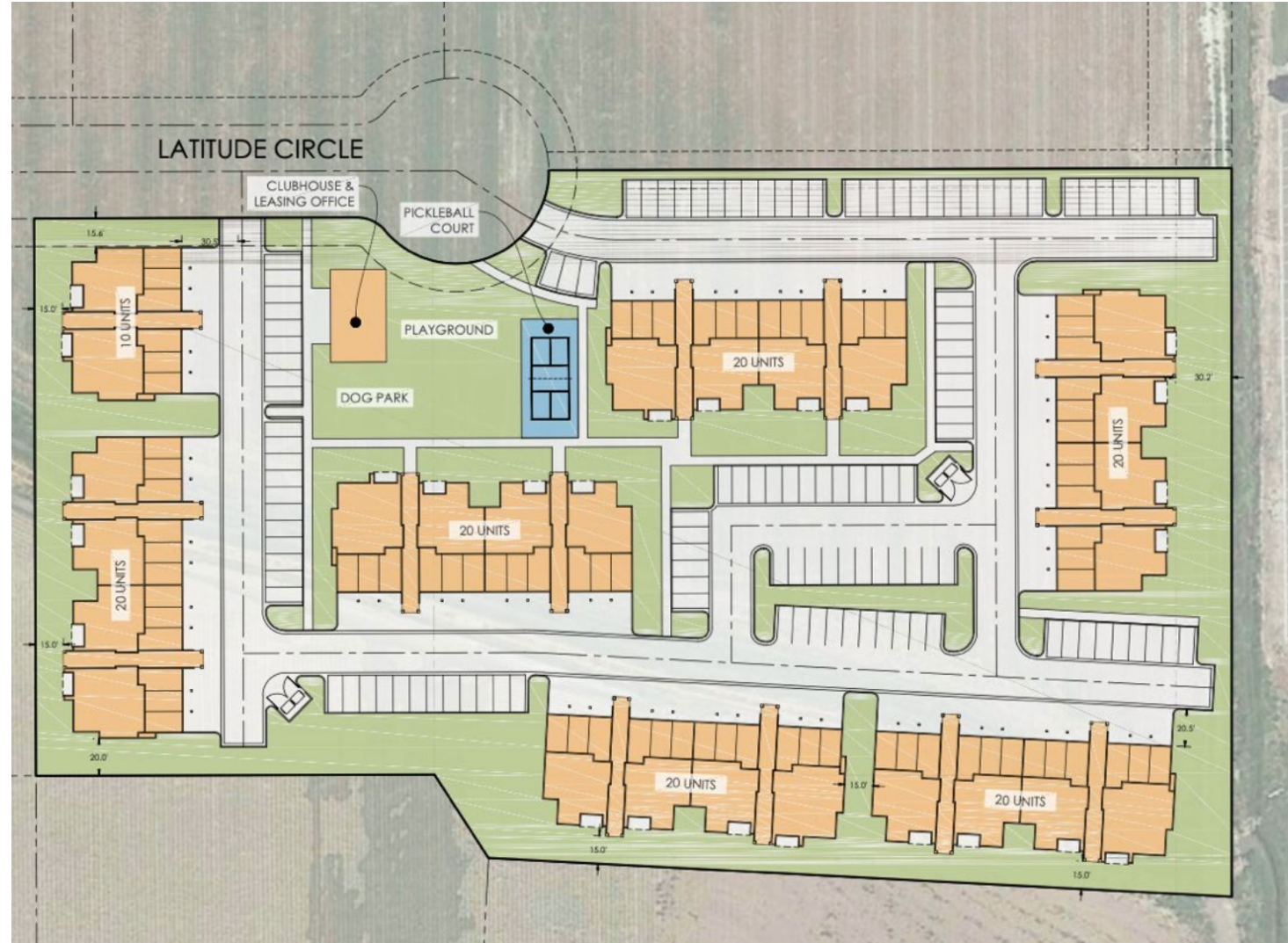


LATITUDE 42 APARTMENTS

PROPOSED PROJECT

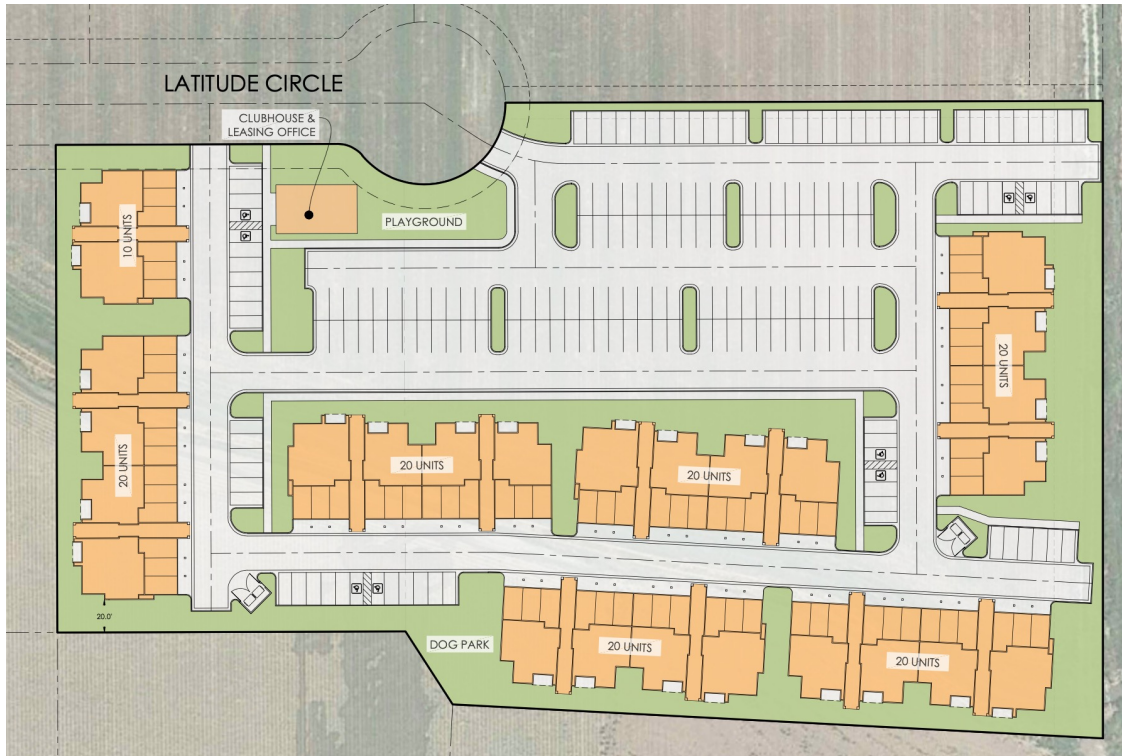
Parking

- 271 Required
- 271 Provided
 - 78 Garages
 - 193 Surface Stalls
- Same units have been built in Midvale, Riverton, Lehi, American Fork, Nampa, Meridian, Boise (Each time garages included in parking count)
- Large market demand for garages
- Driveway stalls are assigned to specific unit
- Fines levied against those who use as storage



LATITUDE 42 APARTMENTS

Site Plan Allowed by Current Code



Site Plan Allowed with PUD Amendment



LATITUDE 42 APARTMENTS

REASONS FOR APPROVING AMENDMENT REQUEST

- Allows for a quality project in Twin Falls that maximizes open space, flow and building separation
- Garages keep parking on-site just as much as surface parking does
- High demand for apartments with garages
- No negative impact to PUD or general community
- No contiguous residential streets or neighborhoods within .7 miles
 - Typical concern of parking 'spilling' into residential neighborhood is not applicable

THANK YOU!