



Twin Falls City Council Agenda

Monday, May 16, 2022, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Ruth Pierce, Christopher Reid, Craig Hawkins, Nikki Boyd, Shawn Barigar, Jason Brown, Spencer Cutler

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) **PRESENTATION:** Idaho H.O.P.E. Week 2022
 - b) **PRESENTATION:** Police Week and Peace Officers Memorial Day 2022
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Consideration of a request to approve the Twin Falls Pride event.
By: Lou Coronado, Sergeant , Twin Falls Police Department
 - b) **ACTION ITEM:** Approval of the Findings of Fact and Conclusions of Law:
Federation Point Final Plat.
By: Jonathan Spendlove, Planning and Zoning Director
 - c) **ACTION ITEM:** Consideration of a request to approve the annual 4th of July Fireworks show
on Sunday, July 4, 2022.
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - d) **ACTION ITEM:** Request to approve Accounts Payable for May 5-11, 2022.
By: Amy Luna, Finance Administrative Assistant
 - e) **ACTION ITEM:** Consideration of a request to approve a Trust Agreement for the Residences
at Breckenridge No. 1 Subdivision, a ZDA, placing all lots in trust.
By: Troy Vitek, City Engineer
 - f) **ACTION ITEM:** Consideration of a request to accept the Improvement Agreement for the
purpose of developing Residences at Breckenridge No. 1 Subdivision.
By: Troy Vitek, City Engineer
 - g) **ACTION ITEM:** City Council May 10, 2022 Minutes.
By: Erin Parrish
 - h) **ACTION ITEM:** Consideration of a request to accept the Improvement Agreement for the
purpose of developing Mary Alice Lake at The Preserve.
By: Troy Vitek, City Engineer

- i) **ACTION ITEM:** Consideration of a request to approve a Trust Agreement for the Mary Alice Lake at The Preserve, a PUD, placing all lots, in trust.

By: Troy Vitek, City Engineer

- j) **ACTION ITEM:** Consideration of a request by Stacy McClintock to approve the Magic Valley Youth Triathlon sponsored by the City of Twin Falls and scheduled for Saturday, June 25th, from 8:00 am to 1:00pm.

By: Lou Coronado, Sergeant, Twin Falls Police Department

5) **ITEMS OF CONSIDERATION**

- a) **ACTION ITEM:** Request for a permit to discharge an Airsoft Gun at the John K. Wilson Foundation Golf Tournament.

By: Josh Hayes, JKW Foundation

- b) **ACTION ITEM:** Request for funding allocations for Municipal Powers Outsource Grant (MPOG) applications.

By: Mandi Thompson, Assistant to the City Manager

- c) **ACTION ITEM:** Request to adopt Ordinance #2022-010 for a Zoning District Change and Zoning Map Amendment.

By: Lisa Strickland, City Planner

- d) **ACTION ITEM:** Request to adopt Ordinance #2022-011 for an Amendment to the Federation Point ZDA.

By: Ian Zollinger, City Planner

- e) **ACTION ITEM:** Seeking City Council priorities on the development of the FY 2022-2023 budget.

By: Travis Rothweiler, City Manager

6) **GENERAL PUBLIC INPUT**

7) **ADVISORY BOARD REPORT/ANNOUNCEMENTS**

8) **PUBLIC HEARINGS**

9) **ADJOURNMENT**

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

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.

Office of the Mayor
City of Twin Falls, Idaho

Proclamation

Idaho H.O.P.E. Week
May 16-20, 2022

WHEREAS, Adverse Childhood Experiences (ACEs) such as abuse, neglect, serious household dysfunction, or other events that cause trauma in children can have lifelong impacts on physical and mental health; and

WHEREAS, studies have shown that people who experience multiple ACEs are more profoundly impacted; and

WHEREAS, Idahoans have experienced four or more ACEs at a higher rate than much of the broader United States; and

WHEREAS, positive childhood experiences such as forming strong relationships with a trusted adult, experiencing belonging, and building coping skills to deal with stress in a healthy way have been proven to counter the impact of ACEs; and

WHEREAS, those experiences promote Health Outcomes from Positive Experiences (H.O.P.E.); and

WHEREAS, we now know that resilient communities can improve the chances that children will experience connection, safe places to live, learn and play, and have opportunities to engage with others. These key experiences go a long way to reducing the lifelong effects of ACEs; and

WHEREAS, the mental and physical health of children and youth is important to families, communities, health care workers, and service providers across Twin Falls, Idaho; and

WHEREAS, Idahoans have shared value in ensuring the physical and mental health and wellbeing of our children.

NOW, THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim May 16 through May 20, 2022, to be

H.O.P.E. Week

and encourage all citizens to join me in this worthy observance.

*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

Mayor Ruth Pierce, City of Twin Falls

Attest: Erin Parrish, City Clerk
May 16, 2022

*Offices of
The City of Twin Falls and Twin Falls County*

Proclamation

*Police Week and Peace Officers Memorial Day
May 15-21, 2022*

A PROCLAMATION by the County and City of Twin Falls Idaho, declaring Sunday, May 15th, through Saturday, May 21st, 2022, as Police Week and Sunday, May 15th, 2022, as Peace Officers Memorial Day.

WHEREAS, the Congress and President of the United States have designated the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the law enforcement agencies of the County and City of Twin Falls play an essential role in safeguarding the rights and freedoms of the residents of the County and City of Twin Falls; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder and by protecting the innocent against deception and the weak against oppression; and

WHEREAS the men and women of the law enforcement agencies of the County and City of Twin Falls unceasingly provide a vital public service.

NOW, THEREFORE, we, call upon all citizens of the County and City of Twin Falls and upon all patriotic, civic and educational organizations to observe the week of May 15th through May 21th, 2022, as Police Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

FURTHERMORE, we call upon all citizens to observe May 15th, 2022, as Peace Officers Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their communities or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this
16th day of May.*

*Ruth Pierce, Mayor
City of Twin Falls*

*Jack Johnson, Chairman
Twin Falls County Commissioners*



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request to approve the Twin Falls Pride event.

Time Estimate:

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

Background:

CJ Rasmusson, representing Southern Idaho Pride, has submitted a special event application requesting to hold the Twin Falls Pride event at the Twin Falls City Park. This event is scheduled to take place on Saturday, June 11, 2022. The event organizers have requested the use of Twin Falls City Park from 10:00 a.m. until 6:00 p.m.

The event is described as a community event open to the public. It is intended to celebrate LGBTQ Pride in Twin Falls. Based on similar events, it is expected approximately 1000 people will attend this event.

Organizers have arranged for several booths and vendors to be present during the event. There will be food vendors. There will also be entertainment and activities for children, to include bounce houses.

This event will have amplified music and will utilize the park band shell. The organizers have arranged for three live bands to play music during the event.

There will be no alcohol served at this event. Therefore, Twin Falls Police Department will not require security for this event.

The required certificate of liability insurance with the City of Twin Falls as the certificate holder is required and has been secured by the organizers.

Approval Process:

Consent of the City Council.

Budget Impact:

There is no budget impact for this event.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

There were some concerns that were brought up from last year's event as far as some inappropriate dancing that might have occurred on stage. I contacted CJ and spoke to him about these concerns and reiterated to make sure that the event stays family friendly. He stated that he would speak with his DJ and others helping with the event to make sure there are no issues and to keep it family friendly.

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

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

Attachments:

None



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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

This matter having come before the City Council of the City of Twin Falls, Idaho on January 24, 2022 for consideration of the final plat of the Federation Point Subdivision, approximately 10.69 (+/-) acres to develop 7 lots located on the southwest corner of Federation Road and Washington Street North, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Federation Point Subdivision, approximately 10.69 (+/-) acres to develop 7 lots located on the southwest corner of Federation Road and Washington Street North.
2. The property in question is zoned RM, Residential Mixed Use pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, R-2, Area of Impact/Gun Club; to the south, R-2, Residential; to the east, C-1, Commercial; to the west, R-2, Residential.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

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

CONCLUSIONS OF LAW

1. The final plat of the Federation Point Subdivision, approximately 10.69 (+/-) acres to develop 7 lots located on the southwest corner of Federation Road and Washington Street North is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the Federation Point Subdivision, approximately 10.69 (+/-) acres to develop 7 lots located on the southwest corner of Federation Road and Washington Street North is hereby granted, subject to final technical review by the City Engineer's Office and subject to the conditions which are attached as "Exhibit No. A" and

incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

"EXHIBIT NO. A"

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



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant , Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request to approve the annual 4th of July Fireworks show on Sunday, July 4, 2022.

Time Estimate:

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

Background:

The Fourth of July fireworks celebration has been held for many years at the College of Southern Idaho. The fireworks display will begin at approximately 10:00 p.m. and is expected to conclude by 10:30 p.m. As in the past, the area around the CSI Campus will be closed to traffic at 9:00 p.m. CSI has agreed to the use of their facility for spectators and parking.

Our evaluation of this event considered the following factors:

1. History –Fireworks Event

- The Fourth of July fireworks event has been an annual event for many years.
- The calls for service for the event during 2020 were minimal.

2. Expected Crowd Size

- Attendance at past fireworks events has been estimated to be in excess of 3,000 people.
- This event will require a total of 12 Twin Falls Police Officers. We may also have officers from other local law enforcement agencies assist with traffic control if available.

3. Traffic Concerns

- North College Road will be closed between Blue Lakes Boulevard North and Washington Street North. Cheney Drive will also be closed from North College Road to Washington Street North. The road closures will be accomplished by Road Work Ahead. Road Work Ahead will implement a TCP that is MUTCD compliant.
- Apart from 2021, road closures include Washington Street and Falls Avenue. In 2021, the event and road closures reduced the need for officers and traffic control. The disruption to traffic was also reduced. Therefore, we recommend the same closure plan for this year's event.

4. Interest to the City of Twin Falls

- The Twin Falls Police Department feels the necessity to make this a safe event for the citizens of our community.

Approval Process:

Consent of the City Council.

Budget Impact:

The estimated special event overtime cost for the Twin Falls Police Department will be \$2,340.00 for officers to work the event. The cost for Road Work Ahead to provide road closures is \$1812.22 for a total of \$4,152.12.

Regulatory Impact:

This event will require 12 Twin Falls Police Officers. With the assistance and cooperation of CSI Security. The Twin Falls Fire Department has approved the Special Events Application.

History:

N/A

Analysis:

N/A

Conclusion:

Several relevant City Staff Members have approved this application.

Staff recommends that the City Council approve the Special Events Application submitted for the 4th of July Celebration as presented.

Attachments:

1. 4th of July Fireworks



ROAD WORK AHEAD

Traffic Services, Inc.
729 Commercial Avenue
Twin Falls, ID 83301
(208) 734-4444 (208) 734-8899 FAX

Contact: Chad Robinson
chad@roadworkaheadonline.com

Bid #: 03012022D

Public Works License Number
054226-B-4

Project:			4TH OF JULY FIREWORKS 2022	Bid Date:	1-Mar-22
Item #	Quantity	Units	Description	Unit Price	Total
1 DAY CLOSURE OF NORTH COLLEGE RD AND CHENEY DR.					
1	1.00	LS	MOBILIZATION SET-UP/TEAR-DOWN	\$1,686.97	\$ 1,686.97
2	17.00	EA	TRAFFIC CONTROL SIGNS	\$5.25	\$ 89.25
3	6.00	EA	TYPE III BARRICADES	\$6.00	\$ 36.00
Subtotal					\$ 1,812.22
				Bid Total	\$ 1,812.22

This is an estimate only based on information provided to us by the customer. Any change to the scope of work will incur additional charges. Mobilization and flagging include, flagging key in points during project, and deployment and removal of equipment.

Cost will be based on actual use of materials and labor. This quote includes weekend rates.

This is not a lump sum bid. Materials not included are not incidental to the project. Items not included are as follows: night work lighting, temporary traffic signals, temporary concrete barriers, temporary crash cushions, truck/trailer mounted attenuator, temporary pedestrian facilities, radar speed feedback trailers, automated flagger assistance devices, and other equipment not specifically mentioned in the estimate.

Estimate is bid at standard wage rates. THIS IS NOT A PREVAILING WAGE ESTIMATE.

Pricing is based upon the requirements of the 2018 ITD Standard Specifications with the 2019 Supplemental Specifications. Materials used on the project conform to MUTCD requirements.

Signed estimate will be required before any work can be performed.

Current Insurance Coverage

General Liability Aggregate	\$	2,000,000.00
Products - Comp	\$	2,000,000.00
Personal Injury Limit	\$	1,000,000.00
Per Each Occurance	\$	1,000,000.00
Umbrella Liability	\$	1,000,000.00

*** Companies with greater insurance requirements need to notify Road Work Ahead before bid acceptance for bid to be adjusted to required insurance levels.

BY ACCEPTING THIS BID CONTRACTORS ARE AGREEING TO PROVIDE A WRITTEN SCHEDULE EACH WEEK TO ROAD WORK AHEAD STATING THEIR EXPECTED NEED FOR PERSONNEL. AN ELECTRONIC COPY OF SAID SCHEDULE NEEDS TO BE SUBMITTED EVERY MONDAY FOR THE FOLLOWING WEEK TO EITHER THE TRAFFIC CONTROL MANAGER OR THE TRAFFIC CONTROL ASSISTANT. IF THE WRITTEN REQUEST FOR PERSONNEL IS NOT RECEIVED BY THE PRECEDING MONDAY, OR CHANGES ARE MADE AFTER THE FACT, ROAD WORK AHEAD CANNOT GUARANTEE THAT PERSONNEL WILL BE AVAILABLE TO PERFORM THE JOB DUTIES. FAILURE TO PROVIDE A WEEKLY SCHEDULE RELEASES ROAD WORK AHEAD FROM ANY AND ALL LIQUIDATED DAMAGES INCURRED BY THE CONTRACTOR.

4TH OF JULY FIREWORKS 2022



NOT TO SCALE

NOTE: CLOSE ROAD AT 8:00PM

OPEN ROAD AT 11:00PM

Author: Chad Robinson
CERT#795441

Comments:

- *All equipment shall be MUTCD compliant
- *All traffic control shall be managed by a ATSSA certified supervisor
- *All work will be performed during daylight hours
- *A minimum of 12' lane widths shall be maintained



INVARION

1000 E. 10th St. Suite 100
Twin Falls, ID 83301
208.333.1111

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07/2022

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (LOW SPEED)	100 FT	100 FT	100 FT
URBAN (HIGH SPEED)	350 FT	350 FT	350 FT
RURAL	500 FT	500 FT	500 FT
EXPRESSWAY/FREEWAY	1000 FT	1500 FT	2640 FT

SPEED LIMIT	TAPER LENGTH (L) FEET
40 MPH OR LESS	L=WS/60
45 MPH OR MORE	L=WS

WS = Speed Limit in MPH
L = Length of taper in feet
Note: For speeds in excess of 45 MPH, the taper length shall be increased by 10% for each additional 5 MPH.



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer

ACTION ITEM

Request:

Consideration of a request to approve a Trust Agreement for the Residences at Breckenridge No. 1 Subdivision, a ZDA, placing all lots in trust.

Time Estimate:

N/A

Background:

The **Residences at Breckenridge No. 1 Subdivision, a ZDA**, is located in the 500 Block of Canyon Falls Drive. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

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 accept the Trust Agreement and authorize the Mayor to sign.

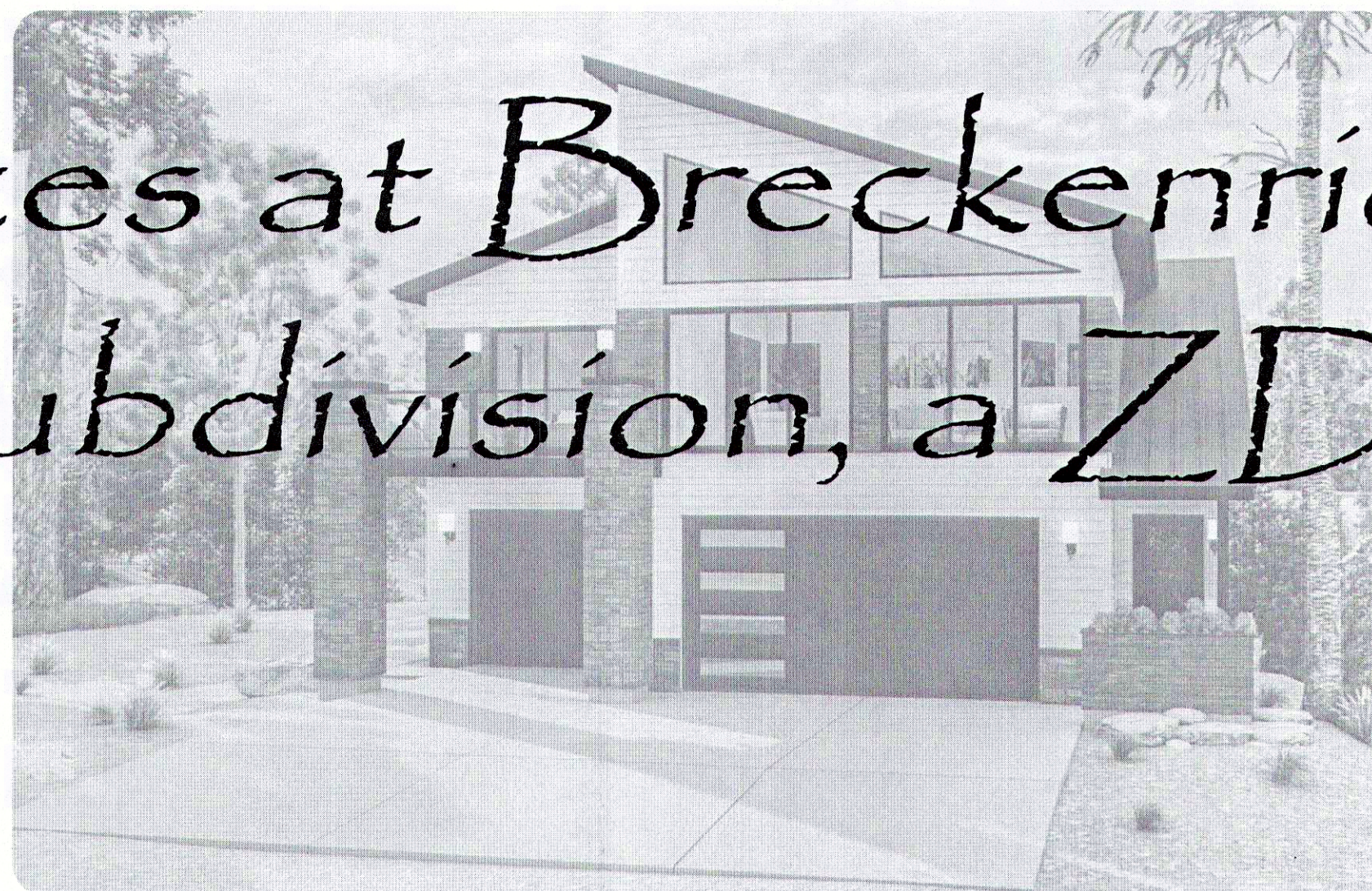
Attachments:

1. Residences at Breckenridge No. 1 - Aerial Image
2. Residences at Breckenridge No. 1, a ZDA - Final Plat
3. Residences at Breckenridge No.1 Subdivision, a ZDA - Trust Agreement



RECEIVED
APR 25 2022
CITY OF TWIN FALLS
ENGINEERING DEPT.

Residences at Breckenridge No. 1 Subdivision, a ZDA



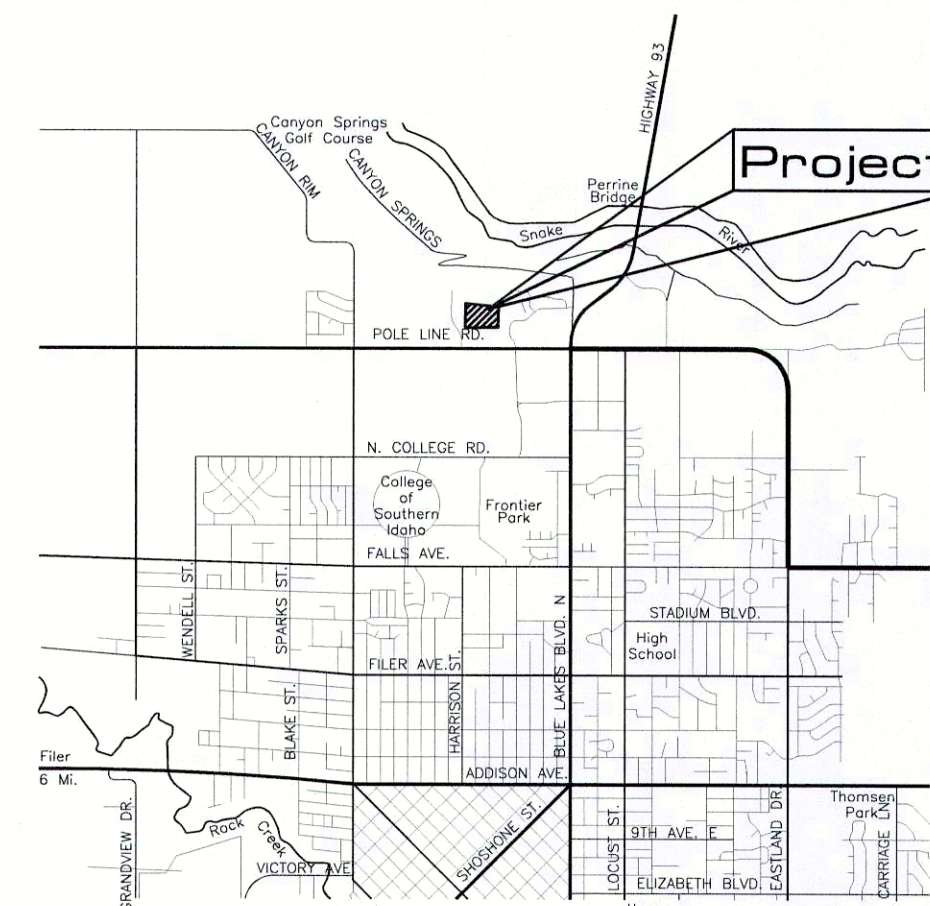
Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

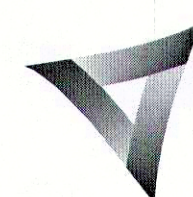
DATE:

A Re-Subdivision and Re-Numbering of
Parcel One and a Portion of Parcel Two,
TBS Subdivision Conveyance Plat
Located In A Portion of
SW ⁴ SE ⁴, Section 33
Township 9 South, Range 17 East,
Boise Meridian
Twin Falls County, Idaho
2022



Vicinity Map

n.t.s



EHM Engineers, Inc.



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	88°49'58"	30.00'	46.51'	41.99'	29.39'	N45°05'00"E
C2	88°49'58"	30.00'	46.51'	41.99'	29.39'	N45°05'00"E
C3	88°49'58"	30.00'	46.51'	41.99'	29.39'	S45°05'00"W
C4	91°10'02"	30.00'	47.74'	42.86'	30.62'	N44°55'00"W
C5	95°07'09"	30.00'	49.80'	44.28'	32.81'	N48°13'36"E
C6	95°07'09"	45.00'	74.71'	66.42'	49.21'	S48°13'36"W
C7	6°34'01"	60.00'	6.88'	6.87'	3.44'	N3°57'02"E
C8	21°03'43"	60.00'	22.06'	21.93'	11.15'	N17°45'53"E
C9	28°57'18"	60.00'	30.32'	30.00'	15.49'	N42°46'24"E
C10	17°28'16"	60.00'	18.30'	18.22'	9.22'	N65°59'11"E

Curve Table

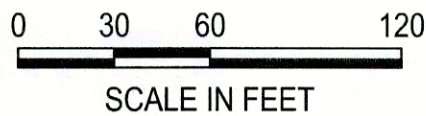
CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C11	21°03'51"	60.00'	22.06'	21.93'	11.16'	N85°15'15"E
C12	30°44'58"	60.00'	32.20'	31.82'	16.50'	S68°50'21"E
C13	28°57'18"	60.00'	30.32'	30.00'	15.49'	S38°59'13"E
C14	25°56'25"	60.00'	27.16'	26.93'	13.82'	S11°32'22"E
C15	85°38'41"	45.00'	67.27'	61.18'	41.70'	N41°23'30"W
C16	85°38'41"	30.00'	44.84'	40.78'	27.80'	S41°23'30"E
C17	88°04'09"	30.00'	46.11'	41.71'	29.01'	S45°27'55"W
C18	91°55'51"	30.00'	48.13'	43.14'	31.03'	N44°32'05"W
C19	91°55'51"	30.00'	48.13'	43.14'	31.03'	S44°32'05"E
C20	91°55'51"	30.00'	48.13'	43.14'	31.03'	S44°32'05"E

Line Table

LINE #	BEARING	DISTANCE
L1	S47°13'36"E	73.13'
L2	S47°13'36"E	67.84'
L3	S84°12'50"E	6.79'
L4	S51°00'47"W	45.82'
L5	S51°00'47"W	48.55'
L6	S1°25'51"W	17.27'

Easement Line Table

LINE E#	BEARING	DISTANCE
E7	N89°29'59"E	97.77'



Legend

SUBDIVISION BOUNDARY LINE	_____
SECTION LINE	_____
QUARTER SECTION LINE	_____
EASEMENT LINE	-----
TIE LINE	-----
CENTERLINE OF STREET	_____
LOT LINE	_____
FOUND BRASS CAP	⊙
FOUND 5/8" REBAR (AS NOTED)	○
FOUND 1/2" REBAR (AS NOTED)	◦
SET 5/8" x 24" REBAR & CAP - LS 10110	●
5/8" x 24" REBAR & CAP TO BE SET- LS 10110	⊙
1/2" x 24" REBAR & CAP TO BE SET - LS 10110	◦

Monument Certification

IN ACCORDANCE WITH SECTION 50-1333, IDAHO CODE, THE INTERIOR MONUMENTS ON THIS PLAT SHOWN AS "TO BE SET" SHALL BE SET IN ACCORDANCE WITH SECTION 50-1303, IDAHO CODE, ON OR BEFORE 1 YEAR AFTER THE RECORDATION OF THE FINAL PLAT OR AS DETERMINED BY THE CITY OF TWIN FALLS.

Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY OF THE PARCEL OF LAND DESIGNATED AS "ADJUSTED PARCEL ONE" AS SHOWN ON THAT RECORD OF SURVEY FOR A LOT LINE ADJUSTMENT RECORDED AS INSTRUMENT NO. 2020-004605. MONUMENTS WERE FOUND AT THE BOUNDARY CORNERS, SECTION AND QUARTER CORNERS SHOWN HEREON AND THESE MONUMENTS ARE OF RECORD PER PREVIOUS RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS.

Notes:

LOT 1, BLOCK 1 SHALL BE DEVELOPED FOR ACCESS AND UTILITIES. ACCESS SHALL BE LIMITED TO RESIDENTS, EMERGENCY SERVICES, AND CITY AND UTILITY COMPANY PERSONNEL FOR THE MAINTENANCE OF UTILITIES. SAID LOT 1, BLOCK 1 SHALL BE OWNED AND MAINTAINED BY THE RESIDENCES AT BRECKENRIDGE SUBDIVISION NO. 1 HOMEOWNERS ASSOCIATION.

LOT 40, BLOCK 1 SHALL BE DEVELOPED AS A STORM WATER RETENTION FACILITY AND OPEN SPACE. SAID LOT 40, BLOCK 1 SHALL BE OWNED AND MAINTAINED BY THE RESIDENCES AT BRECKENRIDGE SUBDIVISION NO. 1 HOMEOWNERS ASSOCIATION.

Survey References

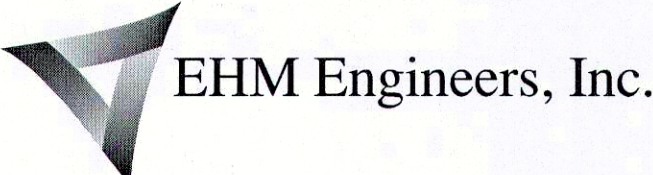
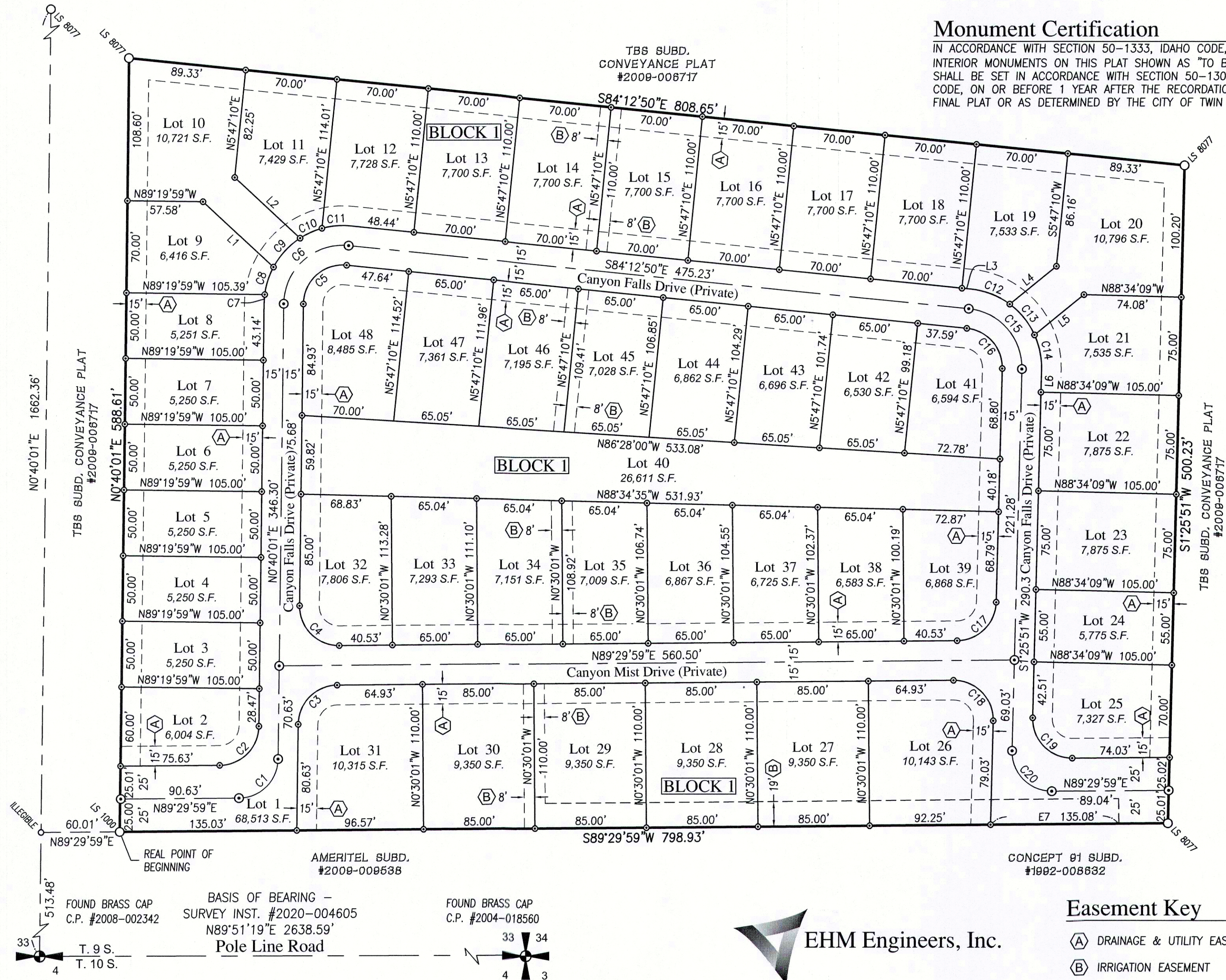
#2020-004605
#2018-020455
#2009-009538 AMERITEL SUBDIVISION
#2009-006717 TBS SUBDIVISION CONVEYANCE PLAT
#2003-012465 BRECKENRIDGE ESTATES SUBDIVISION NO. 3
#2001-018476
#1998-003027 CANYON FALLS SUBDIVISION
#1994-011615
#1994-006735 BRECKENRIDGE ESTATES SUBDIVISION
#1992-008632 CONCEPT 91 SUBDIVISION

Deed References

#2020-015738

Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
- (B) IRRIGATION EASEMENT



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING ALL OF ADJUSTED PARCEL ONE OF AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, RECORDED MARCH 12, 2020 AS INSTRUMENT NO. 2020-004605 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY, SAID ADJUSTED PARCEL ONE LIES IN A PORTION OF GOVERNMENT LOT 5 AND THE SW4 SE4 OF SECTION 33, TOWNSHIP 9 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 33, SAID CORNER BEARS SOUTH 89°51'19" WEST 2638.59 FEET FROM THE SOUTHEAST QUARTER CORNER OF SAID SECTION 33;
THENCE, ALONG THE WEST BOUNDARY OF SAID SW4 SE4 OF SAID SECTION 33, NORTH 00°40'01" EAST 513.48 FEET TO THE SOUTHWEST CORNER OF ADJUSTED PARCEL TWO AS SHOWN ON SAID RECORD OF SURVEY;
THENCE, ALONG THE SOUTH BOUNDARY SAID ADJUSTED PARCEL TWO, NORTH 89°29'59" EAST 60.01 FEET TO THE SOUTHWEST CORNER OF SAID ADJUSTED PARCEL ONE AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE WEST BOUNDARY OF SAID ADJUSTED PARCEL ONE, NORTH 00°40'01" EAST 588.61 FEET TO THE NORTHWEST CORNER THEREOF;
THENCE, ALONG THE NORTH BOUNDARY OF SAID ADJUSTED PARCEL ONE, SOUTH 84°12'50" EAST 808.65 FEET TO THE NORTHEAST CORNER THEREOF;
THENCE, ALONG THE EAST BOUNDARY OF SAID ADJUSTED PARCEL ONE, SOUTH 01°25'51" WEST 500.23 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE, ALONG THE SOUTH BOUNDARY OF SAID ADJUSTED PARCEL ONE, SOUTH 89°29'59" WEST 798.93 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 10.03 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND HE DOES HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE LOTS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE IRRIGATION DISTRICT / CANAL COMPANY.

CONCEPT INVESTORS, LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: GERALD MARTENS, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

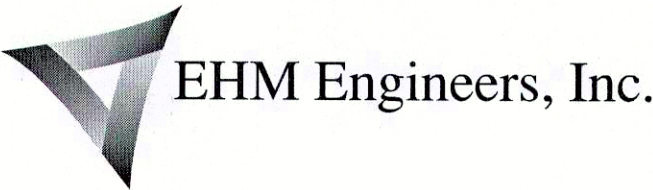
ON THIS DAY OF , 2022, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD MARTENS, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF CONCEPT INVESTORS, LLC, AN IDAHO LIMITED LIABILITY COMPANY, THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY 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

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS DAY OF , 2022.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO PLATS AND SURVEYS.

GEORGE A. YERION PLS# DATE
PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF)
COUNTY OF) ss

ON THIS DAY OF , 2022, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE 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
COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

I, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO.

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS DAY OF , 2022, AT M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK , ON PAGE .

DEPUTY EX-OFFICIO RECORDER

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between **CONCEPT INVESTORS, LLC, an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48,

RESIDENCES AT BRECKENRIDGE NO. 1, SUBDIVISION, a ZDA, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

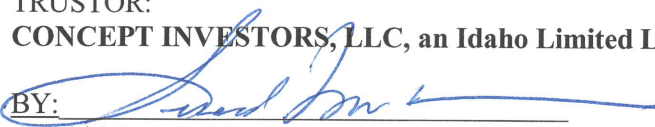
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **RESIDENCES AT BRECKENRIDGE NO. 1, SUBDIVISION, a ZDA** Subdivision, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.

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

Date: 2-8-22

TRUSTOR:

CONCEPT INVESTORS, LLC, an Idaho Limited Liability Company

BY: 

Gerald Martens, Manager

Date: 2-8-2022

TRUSTEE:

TITLEFACT, INC.

BY: 

R. Todd Blass, President

Date: _____

BENEFICIARY:

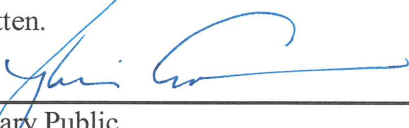
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

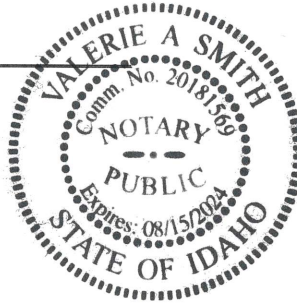
On this 8th day of FEBRUARY, 2022, before me, a Notary Public in and for said State, personally appeared known or identified to me to be members of the limited liability company of **GERALD MARTENS**, and the manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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



Notary Public

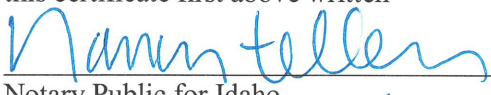
Residing in TWIN FALLS
Commission expires 8.15.2024



STATE OF IDAHO
County of Twin Falls

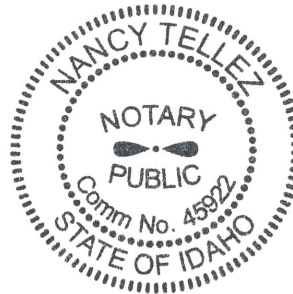
On this 8th day of February, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **R. Todd Blass**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho

Residing at: Murtangh
My Commission expires: 12/15/2023



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho

Residing at:

My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

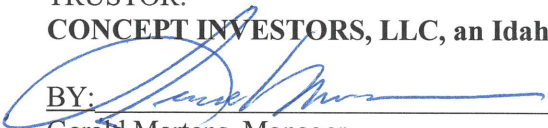
THIS NOTICE prohibits the conveyance of any undeveloped lot in until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is
RESIDENCES AT BRECKENRIDGE NO. 1, SUBDIVISION, a ZDA

Date: 2.8.2022

TRUSTOR:
CONCEPT INVESTORS, LLC, an Idaho Limited Liability Company

BY: 
Gerald Martens, Manager

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: 
R. Todd Blass, President



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer

ACTION ITEM

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Residences at Breckenridge No. 1 Subdivision.

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

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 ____ Concept Investors, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Residences at Breckenridge No. 1 Subdivision, a ZDA.

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

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

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

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

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

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

W I T N E S S E T H

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

- 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.

CITY OF TWIN FALLS, IDAHO

Mayor

Gerald Martens

Gerald Martens

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

CORPORATION

Notary Public for Idaho
Residing

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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.

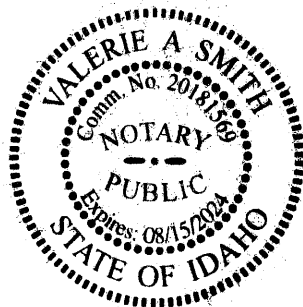
Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 21st day of January, 2022, 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 Concept Investors, 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:

Residences at Breckenridge No. 1 Subdivision, a ZDA

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.

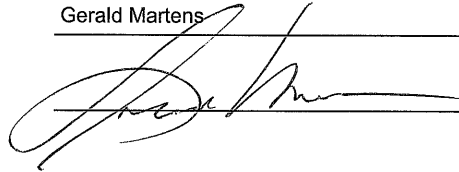
CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

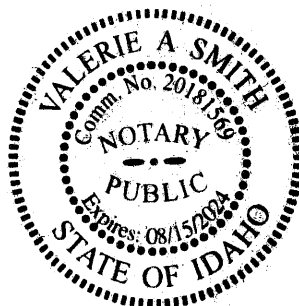
Gerald Martens



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

On this 21st day of January, 2022, 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.



Notary Public for Idaho

Residing TWIN FALLS

EXP.: 8.15.2024



Twin Falls City Council Minutes

Monday, May 9, 2022, 4:00 PM

****SPECIAL MEETING****

The Twin Falls City Council will meet at 4:00 p.m., for the purpose of: **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.

The regular meeting will start at 5:00 p.m.

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor, Christopher Reid; Council Members Jason Brown, Craig Hawkins, Spencer Cutler, Nikki Boyd, Shawn Barigar.

Absent: None.

Staff Present: Travis Rothweiler, City Manager; Mitch Humble, Deputy City Manager; Gretchen Scott, Deputy City Manager; Erin Parrish, Executive Assistant; Jonathan Spendlove, Planning and Zoning Director; Brent Hyatt, Assistant Finance Director; Kim Hafer, Desktop Support Analyst; Shayne Nope, City Attorney; Josh Palmer, Public Information Officer; William Carberry, Airport Manager; Craig Kingsbury, Chief, Twin Falls Police Department.

Mayor Pierce called the meeting to order at 04:00 PM.

A quorum was present.

2) 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.

MOTION: Council Member Boyd moved to convene into Executive Session 74-206 (1)(b).

Council Member Hawkins seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

The executive session started at 4:02PM.

3) PLEDGE OF ALLEGIANCE

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

4) PROCLAMATIONS

None.

5) CONSENT CALENDAR

MOTION: Vice Mayor Reid moved to approve Consent Calendar as published. **Council Member Brown** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- a) Request to approve May 2, 2022, City Council Minutes.
- b) Request to approve Accounts Payable for April 28-May 4, 2022.

- c) Request to approve a short-term extension of the Bureau of Land Management (BLM) airport ground lease from April 1, 2022, to September 30, 2022.
- d) Approval of the Findings of Fact and Conclusions of Law:
Federation Point ZDA
Residences at Breckenridge #1 Final Plat

6) ITEMS OF CONSIDERATION

- a) To authorize the reallocation of a portion of unused Planning and Zoning Department budgeted salaries to hire a consultant for the purpose of finishing the Title 10 Re-Write project.

Jonathan Spendlove, Planning and Zoning Director, presented the request.

Discussion ensued on the following:

Vice Mayor Reid asked Jonathan to go over what is included in Title 10.

Council Member Brown asked for clarification on how much is being reallocated.

MOTION: Council Member Brown moved to authorize the reallocation of a portion of unused Planning and Zoning Department budgeted salaries to hire a consultant for the purpose of finishing the Title 10 Re-Write project. **Council Member Boyd** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- b) A request to initiate a public process to amend City Code, Title 7, Chapters 3 and 8 regarding property owners being responsible for City utility accounts.

Brent Hyatt, Assistant Finance Director, presented the request.

Discussion ensued on the following:

Vice Mayor Reid asked him to clarify how people would be grandfathered in.

Council Member Boyd asked what percentage of the rental properties the troubled pocket of renters were.

Council Member Boyd asked for the number Kimberly, ID had collections on.

Council Member Brown asked for clarification on what Brent was asking of the council.

Council Member Barigar asked about public hearings.

Council Member Brown asked if Brent would come back and fill the council in after they gather the information.

MOTION: Council Member Brown moved to approve the request to initiate a public process to amend City Code, Title 7, Chapters 3 and 8 regarding property owners being responsible for City utility accounts. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

7) GENERAL PUBLIC INPUT

None.

8) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Mayor Pierce announced that Saturday, May 14th at 11 AM, is the Peace Officer Memorial at City Park.

9) **PUBLIC HEARINGS - None.**

10) **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.

MOTION: Vice Mayor Reid moved to enter Executive session 74-206 (1)(b). **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

Council Members convened at 5:31 PM for executive session.

11) **ADJOURNMENT**

The meeting adjourned at 06:20 PM.



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer

ACTION ITEM

Request:

Consideration of a request to accept the Improvement Agreement for the purpose of developing Mary Alice Lake at The Preserve.

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 - Mary Alice Lake at The Preserve

IMPROVEMENT AGREEMENT

for DEVELOPMENTS

This Agreement made and entered into this 26th day of January, 2022, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Preserve PUD, LLC Preserve PUD, hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Mary Alice Lake At The Preserve, A P.U.D..

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: create a 63 lot Subdivision with 59 SFD buildable lots.

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.

W I T N E S S E T H

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 (ISPMC) 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 luminaries or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required 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

- 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
Preserve PUD, LLC_____
Mark Kelly, Managing Member

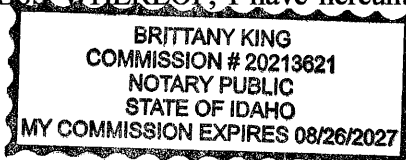
STATE OF IDAHO)

)ss.

County of ~~Twin Falls~~
Blaine 

On this 26 day of Jan, 2022, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Kelly, 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.



BKing
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 ____ 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 one of the partners in the partnership of _____, 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 _____

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:

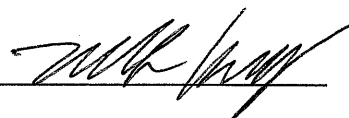
The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 203 Main Ave E, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
Preserve PUD, LLC



Mark Kelly, Managing Member

STATE OF IDAHO)

)ss.

County of ~~Twin Falls~~)

Blaine ^{BL}

On this 26 day of Jan, 2022, before me, the undersigned, a Notary Public for Idaho, personally appeared Mark Kelly; 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.



B King
Notary Public for Idaho
Residing Blaine county



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Troy Vitek, City Engineer

ACTION ITEM

Request:

Consideration of a request to approve a Trust Agreement for the Mary Alice Lake at The Preserve, a PUD, placing all lots, in trust.

Time Estimate:

N/A

Background:

Mary Alice Lake at The Preserve, a PUD, is located at the northeast corner of Eastland Drive North and Cheney Drive East. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

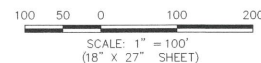
Conclusion:

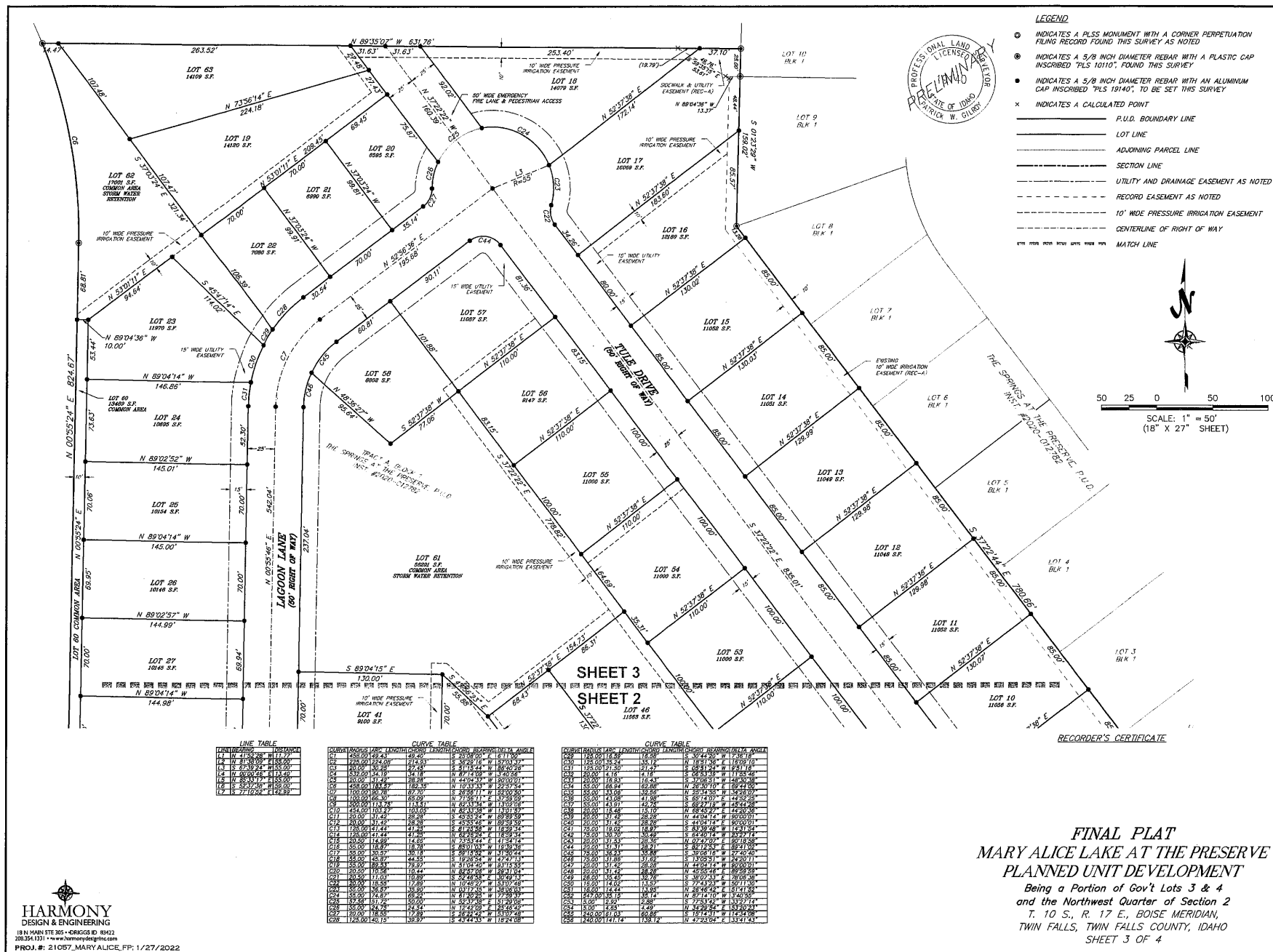
Staff recommends that the Council accept the Trust Agreement and authorize the Mayor to sign.

Attachments:

1. Mary Alice Lake at The Preserve - Aerial Image
2. Mary Alice Lake At The Preserve - Final Plat
3. Mary Alice Lake at the Preserve - Trust Agreement







COUNTY OF TWIN FALLS)

THAT the name of the subdivision shall be the MARY ALICE LAKE AT THE PRESERVE, A PLANNED UNIT DEVELOPMENT; THAT this planned unit development is subject to the Declaration of Covenants, Conditions and Restrictions as recorded in accordance with the plat;

dedicated to the City of Twin Falls for use as public streets and utility easements. Twin Falls pursuant to Idaho Code 50-1334, the lots shown herein will be eligible to receive water from the City of Twin Falls municipal water. Twin Falls pursuant to Idaho Code 31-3505, that the irrigation water rights appurtenant and the assessment obligation of the

THAT this Plot represents a planned unit development of the following described parcel of land:
 Conditions and Restrictions as recorded in accordance with the plot;
 THAT said Common Area is dedicated to the Home Owners Association as defined in the Declaration of Covenants,
 as maintenance and utility easements. Lots 61 and 62 shall be used primarily as storm-water retention areas.

COMMENCING at the Northwest Corner of said Section 2, being as described on that Corner Record recorded as instrument County, Idaho, said tract being more particularly described by metes and bounds as follows:

INVERTED with a non-linguist curve turning to the left with an arc length of 45.45 feet, with a radius of 435.00 feet, with a chord bearing of $S\ 25.08^{\circ}00'\ E$, with a chord length of 49.40 feet, to the POINT OF BEGINNING, said point marked by a plastic cap inscribed with 45.45 10110.

bearing of $S\ 36^{\circ}29'16''\ W$, with a chord length of 214.93 feet, to a point marked by plastic cap inscribed $\pm S\ 10110^{\circ}$ THENCE $S\ 075^{\circ}27'17''\ W$, 22.63 feet, to a point marked by plastic cap inscribed $\pm S\ 10110^{\circ}$ with a curve turning to the right with an arc length of 30.25 feet, with a radius of 20.00 feet, with a chord

THENCE N 89°04'37" W, 130.00 feet, to a point marked by plastic cap inscribed "S 10110";
THENCE N 64°04'37" W, 8.49 feet, to a point marked by plastic cap inscribed "S 10110";
THENCE N 49°04'31" W, 123.80 feet, to a point marked by plastic cap inscribed "S 10110".

Sold Tract A encompasses 19.83 acres, more or less.

Mark Kelly, Managing Member
OWNER

DATE _____

The foregoing instrument was acknowledged before me by _____ this _____ day of _____, 2022.

Name (printed) _____
Residing at: _____



14. #1: 21057.MARY ALICE.FP.1/27/2022
15. [13] : "mariel" www.hammontsdesign.com
16. [13] : "mariel" www.hammontsdesign.com

SPECIFICATIONS AND THE CONDITIONS IMPO

CONDITIONS, IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER REQUIREMENTS, THE CITY MAY, AT ITS DISCRETION, TAKE SUCH ACTION AS MAY BE NECESSARY TO PROTECT THE PUBLIC HEALTH AND SAFETY. SUCH ACTION MAY INCLUDE, BUT NOT BE LIMITED TO, THE ISSUANCE OF AN ORDER TO CEASE AND DESIST FROM SUCH ACTS, THE REVOCATION OF ANY PERMITS, THE REVOCATION OF ANY APPROVALS, AND NO CONSTRUCTION OF ANY BUILDING OR OTHER STRUCTURE, AND NO CONSTRUCTION OF ANY SEWER/SEPTIC FACILITIES SHALL BE PERMITTED UNTIL SUCH VIOLATIONS HAVE BEEN CORRECTED.

COUNTY TREASURER CERTIFICATE

THIRTY DAYS ONLY.

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS,
IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2022.

APPROVAL OF CITY ENGINEER

COUNTRY SURVEYOR'S CERTIFICATE

COUNTY SURVEYOR

DATE

APPEARED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME.

COUNTY RECORDER'S CERTIFICATE

COUNTY OF TWIN FALLS)
ON THIS DAY OF , 2022, AT THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS

-----, 2022, AND FROM RECORDS ON
AND RECORDER, TWIN FALLS COUNTY, IDAHO
THAT THIS PLAT WAS MADE FROM NOTES
PERFORMED UNDER MY DIRECTION DURING THE

FOR LICENSE NUMBER 19140
2022

50-1333 IDAHO CODE, ON OR BEFORE 1 YEAR
THE FINAL PLAT OR AS DETERMINED BY THE CITY

RECEIVED
STATE OF IDAHO
JAN 10 1964

ER'S CERTIFICATE

MAKE AT THE PRESERVE
UNIT DEVELOPMENT

WIN FALLS COUNTY, IDAHO
SHEET 4 OF 4

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between **PRESERVE PUD, LLC., an Idaho Limited Liability Company**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

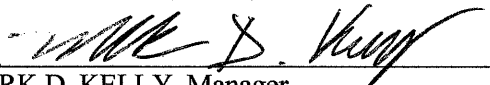
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, **MARY ALICE LAKE AT THE PRESERVE, Planned Unit Development**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

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

Date: _____

TRUSTOR:
PRESERVE PUD, LLC., an Idaho Limited Liability Company

BY: 
MARK D. KELLY, Manager

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Rudy Ashenbrener, Vice President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the _____ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is

MARY ALICE LAKE AT THE PRESERVE, Planned Unit Development

Date: _____

TRUSTOR:

PRESERVE PUD, LLC., an Idaho Limited Liability Company

BY: _____

Mark D. Kelly, manger

Date: _____

TRUSTEE:

TITLEFACT, INC.

BY: _____

Rudy Ashenbrener, Vice President

STATE OF Idaho
County of Blaine

On this 18 day of Feb., 2022, before me, a Notary Public in and for said State, personally appeared Mark D. Kelly known or identified to me to be the manager of the limited liability company of **PRESERVE PUD, LLC., an Idaho Limited Liability Company**, and the manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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

BKing

Notary Public

Residing in 314 N. Main St Hailey ID 83333
Commission expires Aug 26, 2027



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 2022, before me, the undersigned, Notary Public in and for said State, personally appeared **Rudy Ashenbrener**, known or identified to me to be the Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for Idaho

Residing at:

My Commission expires:

Lo

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

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

WARRANTY DEED

FOR VALUE RECEIVED **PRESERVE PUD, LLC., an Idaho Limited Liability Company**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., an Idaho corporation for the benefit of Preserve PUD, LLC., An Idaho Limited Liability Company**, hereinafter called Grantee, whose address is: 313 N Main Street, Hailey, Idaho 83333, the following described premises in Twin Falls County, Idaho; to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, **MARY ALICE LAKE AT THE PRESERVE, Planned Unit Development**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

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

Dated: February 18, 2022

PRESERVE PUD, LLC., an Idaho Limited Liability Company

BY


Mark D. Kelly, Manager

STATE OF Idaho
County of Blaine

On this 18 day of Feb., 2022, before me, a Notary Public in and for said State, personally appeared Mark D. Kelly known or identified to me to be the Manager of the limited liability company of **PRESERVE PUD, LLC., an Idaho Limited Liability Company**, and the Manager who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

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



Notary Public
Residing in 314 W. Main St Hailey ID 83333
Commission expires Aug 26, 2027





Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request by Stacy McClintock to approve the Magic Valley Youth Triathlon sponsored by the City of Twin Falls and scheduled for Saturday, June 25th, from 8:00 am to 1:00pm.

Time Estimate:

Staff requests this item be placed on the Consent Calendar.

Background:

Stacy McClintock, on behalf of the City of Twin Falls, has submitted a Special Events Application for the Annual Magic Valley Youth Triathlon. The goal of the event is to expose youth to a life-long sports discipline and to enhance the healthy activity options of the Magic Valley.

The event will host athletes in the first through sixth grades, and will consist of three consecutive events: swim, bike and run. Fliers will be sent out to area schools to be delivered to students.

The swim will occur at the Twin Falls city pool and will begin at 10:00 am, followed immediately by a bike ride which will begin in the parking lot of the city pool, go east on Stadium Boulevard, south on Madrona Street North to the Roper Auditorium and then back to the city pool. Participants will make two laps on this route. The run will be the same route as the bike route.

Event organizer will be working with Road Work Ahead for proper street closures for the bike/run portion of the race.

Approval Process:

Consent of the Council.

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. MV Youth Triathlon 2022



START/END

TURNAROUND



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From:

ACTION ITEM

Request:

Request for a permit to discharge an Airsoft Gun at the John K. Wilson Foundation Golf Tournament.

Time Estimate:

7 Minutes

Background:

On July 16, 2022, the John K. Wilson (JKW) Foundation is hosting a Golf Tournament at Twin Falls Golf Club (Muni). As part of the tournament, participants will be given an opportunity to shoot an Airsoft gun at a target for a prize. Twin Falls City Code 6-2-1(A) prohibits the discharge of any "air gun". However, Twin Falls City Code 6-2-1(D) authorizes the city council to permit the "discharge of air guns."

Approval Process:

The approval of a majority of council members present is needed to approve the action item. If approved, the minutes from the meeting will be sufficient to authorize the permit.

Budget Impact:

None.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

There are no other concerns or issues with this action item.

Attachments:

None



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request for funding allocations for Municipal Powers Outsource Grant (MPOG) applications.

Time Estimate:

Approximately 1 hour to 1.25 hours - 5 minute presentation per applicant plus time for questions and Council deliberation.

Background:

The MPOG (Municipal Powers Outsource Grant) was established in 2013 as a means to provide funding to organizations that are carrying out municipal duties in Twin Falls. All eligible applications must provide a service expressly granted as a municipal power by Idaho Code, Title 50, Chapter 3 – Municipal Powers that is not being provided by the City. The program creates a partnership opportunity to fund programs and services that are vital to our community and residents.

The 2022 MPOG application was released on April 1 and the application window closed on April 29. The City attorney has deemed all applications as eligible under Title 50 and all applications have been reviewed by the Council prior to this meeting. Program guidelines require that proposed projects have a direct connection to the strategic plan, requests cannot exceed \$10,000 and the program being funded cannot be a duplication of an existing city service.

The following organizations will present their applications and requests tonight:

1. All Star Legacy Foundation Inc. - \$10,000
2. Interlink Volunteer Caregivers (IVC) - \$10,000
3. LINC - \$10,000
4. Magic Valley Arts Council - \$9,700
5. Pickleball Association of Twin Falls - \$10,000
6. Twin Falls Senior Center - \$10,000
7. Valley House - \$9,995
8. Voices Against Violence (VAV) - \$10,000
9. Wellness Tree Community Clinic - \$7,500

Approval Process:

Majority vote of Council in favor of each application.

Budget Impact:

The 2022 budget allocated \$87,000 for MPOG applications. The total request for 2022 MPOG funds is \$87,195.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff is providing information to Council for their decision on the allocation of Council-directed MPOG funds.

Attachments:

1. 2022 Municipal Powers Outsource Grants Application_All Star Legacy Foundation.docx
2. 2022 MPOG Application_IVC
3. 2022 Municipal Powers Outsource Grant_LINC
4. 2022 MPOG_MVAC
5. MPOG_Pickleball Association
6. 2022 MPOG Application_TFSC
7. 2022 MPOG_Valley House
8. VAV_MPOG_Application
9. 2022 Municipal Powers Outsource Grants Application Wellness Tree

2022 Municipal Powers Outsource Grants Application

Idaho All Stars Legacy Foundation Inc.

Reylene Abbott, Executive Director

(208)490-1542

Rmabbott@csi.edu



Budget Request: \$10,000

Idaho All-Star Legacy Foundation Inc.

Strategic Plan

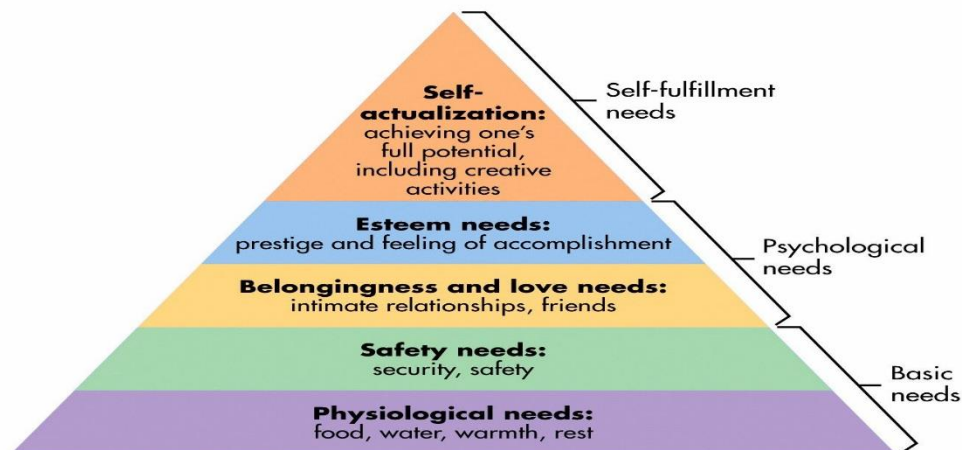
2/21/2022

Mission: The Idaho All-Stars Legacy Foundation Inc. seeks to provide support to the Idaho All-Stars Cheerleading gym in its efforts to provide access to affordable youth athletic activities and programs to support the athlete's well-being.

Narrative: This strategic plan will outline specific and measurable objectives to better the Idaho All-Stars. The Idaho All-Stars Legacy Foundation Inc. bases its principles on one iconic philosophy, Maslow's Hierarchy of Needs.

Maslow's Hierarchy of Needs is clear in the diagram below. We believe that for an athlete to reach their full potential, we must provide them with fulfillment in their physiological needs and safety needs first and foremost. As a gym, Idaho All-Stars is committed to also providing an environment that creates a sense of belonging which will in turn fulfill self-esteem needs. With this philosophy in mind, the Idaho All-Stars Legacy Foundation will focus on the following objectives:

- A. Provide accessible opportunities for youth athletics
- B. Provide accessible assistance in K-12 education
- C. Provide accessible assistance to combat rural food insecurity



Objective One: Provide accessible opportunities for youth athletics

Narrative: All-Star Cheerleading has become a prime source for youth athletics. With over three hundred gyms participating in the World Championships and with the official Olympic recognition, cheerleading is on the rise. It is our goal to provide cheerleading training from 10

months old +. Cheerleading requires athleticism, strength, flexibility, coordination, and dedication. With its great physical rewards, cheer is also a social, team-based activity that can help boost kids' self-confidence and leadership skills. The tumbling, dancing, stunts, and jumps that comprise a typical routine require stamina, endurance, and lots of practice. While competitive routines are only two minutes and thirty seconds long, repeatedly practicing the moves adds up to an effective cardio workout. Serious competitive cheer requires several hours of practice each week. Cheerleading programs often include strength training as an additional component of practice. It requires physical strength that builds muscles in the lower body, shoulders, and core. Certain positions on the squad—such as bases and backspots—must be able to lift and support the bottom of a stunt or pyramid sequence. This entails incredible strength, focus, and balance to support the weight of other teammates and ensure their safety. Flyers need strength and flexibility to position their bodies into the air with the support of the bases and to keep their positions while performing the stunt. Timing and rhythm are crucial aspects in cheer. Practicing the sport helps kids improve their body control, concentration, and balance as they coordinate their moves to a beat and stay on count. Stretching exercises before, during and after cheerleading practice helps increase flexibility. Part of cheering involves high kick baskets, jumps, and stunts, all of which require flexible muscles. Cheerleading is arguably the most demanding source of athleticism; however, the cost represents that. The average cost in the US for cheerleading is between \$3,000-\$5,000/a season.

Goal 1: Create a scholarship program that assists economically disadvantaged families with discounted tuition.

Goal 2: Ensure that our first year at least 15 percent of our families are on a tuition scholarship.

Goal 3: Ensure that in five years 80 percent of our families are on a reduced tuition scholarship.

Action 1: Create valuable community partnerships and secure \$50,000 in donations our first season.

Action 2: Apply for local, state, and federal grants on a continuous rotation.

Action 3: Cultivate and innovate with community partners through donor visits.

Objective Two: Provide accessible assistance in K-12 education

Narrative: 88 percent of Idaho is considered rural by federal standards. This presents unique challenges to our education system which in 2021 was ranked 40th in the nation with a C- report. The digital divide can be described as the gulf between those who have ready access to computers and the internet, and those who do not. In Idaho, 1.1 million lack broadband access and as many as 307,000 lack any internet access at all. Fifty percent of all teachers reported giving homework at least four times a week. This begs the question, how do we set up students fractured by the digital divide for success? The answer for Idaho All-Stars Legacy Foundation Inc. is simple, we provide assistance in our own gym.

Goal 1: Create a homework room with quality internet, laptops, and other supporting technology in our facility that is free and accessible to all athletes before or after practice.

Goal 2: Create a network of tutors to assist in the homework room four times a week.

Goal 3: Create an iPad checkout system with internet access for athletes on the weekend.

Action 1: Generate donations and create a sustainable budget to purchase and maintain equipment.

Action 2: Reach out to the local college and hire four tutors our first year in the program.

Action 3: Create a survey to allow teachers, parents, and athletes to provide feedback on the program.

Objective Three: Provide accessible assistance to combat rural food insecurity

Narrative: Food insecurity can be defined as a household-level economic and social condition of limited or uncertain access to adequate food. Hunger is an individual-level physiological condition that may result from food insecurity. Idaho is ranked 28th in the nation for families that live below the poverty line and one in seven Idahoans will struggle with food insecurity. To break this down even further 19.3 percent of children in Idaho or one in five will struggle with food insecurity before the age of fourteen. We recognize that athletes will not reach their full potential in the gym if their greatest worry is being fed. Together, we will combat rural food insecurity by providing necessary resources.

Goal 1: To create an effective bimonthly food box program for our athletes and their families.

Goal 2: Create an onsite pantry for athletes to grab free sustenance while they are in our facility.

Action 1: Partner with local food resources for weekly donations such as Target and Fred Meyer.

Action 2: Create and execute a grant budget for supplies.

Action 3: Utilize Idaho All-Stars staff to maintain and oversee all food items.

Conclusion

The Idaho All-Stars Legacy Foundation Inc. will continue to provide financial support to Idaho All-Stars Cheerleading within the realm of the aforementioned objectives. We are excited to create an environment where youth can find quality athletic programming, find access to homework help, conquer the digital divide, and go home knowing that their family will have food on the table. As Maslow's Hierarchy of Needs states, when athletes have access to basic and physiological needs that is when they can thrive and reach their full potential.

The Idaho All Stars Legacy Foundation Inc. has the capacity to support several of the City of Twin Falls Strategic Plan initiatives.

HC1.2.2: Work with partners to promote programs and services designed to build a culture of well-being and target specific health needs.

HC1.2.3: Continue to gain input and respond to public interest and community partners in emerging healthy lifestyle facilities and activities.

Our cheerleading gym is all encompassing. We start off children as early as 3 months old with health and body awareness classes for babies and parents. As children move up through our program their time in health and wellness classes increase to as many as five times a week. We are not a normal cheerleading facility where athletes only come in, practice their sport, and leave. We offer basic to advanced fitness classes including a stretch class and a high intensity interval training class. Our classes are not only reserved for athletes in our gym but community members as well. With a state-of-the-art facility the sky is the limit for what we can offer, and we look forward to developing more programs for the greater Twin Falls community.

PC.1.1.3: The City will provide resources to conduct effective business and retention and expansion activities.

PC 3.2: Use tourism as a tool for Economic Development

We currently have athletes and families commuting from Colorado, Utah, and Boise to partake in our athletic activities. While these athletes are consistent in our program, we also have the capability to contract with professional and collegiate athletes from all over the nation. For our official tryout we were able to host four celebrity judges from the Netflix show “Cheer”. Not only did they generate revenue they were generous in posting the beautiful sites of Twin Falls for over two million followers. We have plans to continue the partnerships created to bring in more celebrities to the area.

LC1.1.1: The City will support the College of Southern Idaho in its efforts to educate the community, responding to diverse needs of citizens, and responding to workforce needs.

The Idaho All Stars Legacy Foundation Inc. has created a scholarship program for senior athletes who wish to pursue higher education at the College of Southern Idaho. We currently have committed two full rides per year.

Demonstration of Need

The Idaho All Stars Legacy Foundation Inc. has filled a service gap in the youth health development department. We offer fitness classes, health classes, and competitive cheerleading for community members from 3 months +. Our facility is set to become a recreational center within the next three years. We have partners across the Twin Falls area renting out the space for dance classes, jujitsu classes, and trauma healing yoga. We are not your traditional cheerleading gym who chases trophies but a safe place for athletes of all ability and age to invest in their health and find access to basic resources. With this funding we will be able to create a greatest needs scholarship for athletes to obtain monthly tuition assistance and launch our food box program. Right now, our gym relies on incoming revenue and personal sponsorships to operate. Together, with the help of this funding we can ensure any one regardless of class and financial wealth has access to health and wellness programming.

Partnerships

Idaho All-Stars Legacy Foundation Inc. has already connected and formed valuable partnerships in just the short amount of time we have been open. The Chamber remains one of our greatest partners and has connected us to the business industry and research to better understand the growth of Twin Falls. We will also look forward to partnering with the United Way and the Idaho Food Bank to launch our food box program.

Demonstrated Outcomes

Need	Action	Product of Success	Evaluated by
Tuition Assistance	Create a general scholarship program along with a greatest needs program.	Twenty percent of students are on reduced tuition waivers and IAS has a financial retention rate of 90 percent	Megan and Jared Burks on March 2023.
Athlete's and families need nourishment	Create a monthly food box program.	Thirty percent of students are regularly receiving food boxes and food insecurity is lower than 10 percent of all families.	Megan and Jared Burks on March 2023.

Work Plan and Budget

The desired \$10,000 would allow us to fund 29 months of tuition payment for athletes and purchase all start up costs for a food box program such as flyers, applications, and eco friendly grocery bags. We are also securing a match for this grant which would allow us to serve at a higher capacity. We hope to have the food box program and scholarship program fully functional by July 1, 2022. We currently have \$30,000 all going to athlete tuition scholarships. We know as an organization we can sustain this program through relationship building. Our community has needed an athletic facility of this caliber. If all goes smoothly, we plan to build a larger facility in the next 3-5 years which enables us to expand our offerings and classes.

Item	Proposed Budget
\$400	Eco friendly grocery bags (600 qt)
\$100	Food Box Flyers/Applications
\$3,000	Emergency tuition assistance Program
\$6,500	Tuition Scholarship (Can provide up to 20 months of assistance)

2022 Municipal Powers Outsource Grants Application

Organization: Interlink Volunteer Caregivers (IVC)

Contact: Jeanette Roe, Executive Director

Phone: 208-733-6333

Email: interlinkidaho@gmail.com

Budget Request: \$ 10,000.00



Strategic Plan

- **Demonstrate how the proposed project/program is directly linked to the City's Strategic Plan.**

IVC's proposed programs are directly linked to the City's Strategic Plan as outlined in the City's 2030 Vision Areas for a Healthy community/Responsible community. IVC's "Access to Healthcare" and other essential services while "Giving the Gift of Home" aligns with St. Luke's Community Health Needs Assessment and mission "To improve the health of people in the communities we serve," as confirmed in the City's goals, initiatives and objectives listed below. IVC continues to provide a safety net to breakdown "Access to Healthcare" and other essential services barriers for those most at risk – elderly, disabled, and chronically ill. **Access barriers are issues preventing people from receiving timely medical care, including lack of transportation.** Clients using IVC's services are allowed access to life-saving cancer and dialysis treatments, Obesity & Diabetes management and prevention including health care clinicians, such as a dietitian, and referral programs for weight loss like St. Luke's diabetes cooking classes is critical for a healthier weight-loss outcome. Prior to using IVC's services, clients were living in isolation from their loved ones, suffering from bouts of depression and loneliness; thus reducing their overall quality of life. Improving access to affordable health care can make a remarkable difference to our overall community health. Working together to attain the healthiest community possible is important to every community member within the City of Twin Falls.

- **Include the specific goal or initiative within one of the eight focus areas of the plan.**

- Focus Area 1 - Healthy community (HC)

2030 Vision: Twin Falls is a community with a broad-based commitment to the long-range health of its citizens. A wide array of activities exist through private, non-profit, and public entities, as well as partnerships among them, which lead to a healthy well-rounded community.

- HC2 (goal) – The City will be an effective partner in a broad-based focus on community health.
- HC1.2 (initiative) – The City will provide facilities, programs, and services that support healthy lifestyles.
- HC1.2.2 (objective) – Work with partners to promote programs and services designed to build a culture of well-being and target specific health needs.

- Focus Area 7 - Responsible community (RC)

2030 Vision: The Twin Falls community... A vital aging population is an active segment of the population. The community is actively engaged ...serving the area through volunteerism and involvement....

- RC2 (goal) – The City will create a focus on the needs of an aging population.
- RC2.1 (initiative) – The City will revive and support the community dialogue regarding issues impacting this population.
- RC2.1.1 (objective) –The City will partner with citizens from the Twin Falls Senior Center, Office on Aging, St Luke's Geriatrics, etc., to identify specific needs. Partnerships will be developed with existing organizations to assist with solving senior issues.

Demonstration of Need

- **Include a detailed Statement of Need.**

IVC's clients receive "Access to Healthcare" and other essential services so they can live safely and independently in the comfort of their home, regardless of their lack of financial/transportation/family resources. "Giving the Gift of Home" to IVC's clients is invaluable! IVC's project consists of two parts – transportation and home safety modifications.

- **Part 1** - The "Access to Healthcare" transportation program provides low-income, elderly, disabled and chronically ill citizens of the eight-county service area rides to cancer treatments, dialysis, medical specialists, specialized testing as well as routine medical care. These trips connect clients to their medical providers in Twin Falls, Boise or even Salt Lake City, when necessary. Along with medical transportation comes essential errands to the pharmacy and grocery store, without which many of those served could not maintain their independent living status.



- **Part 2** - IVC's home safety modification program helps low-income, elderly, disabled and chronically ill citizens by installing wheelchair ramp & grab bar modifications for seniors. IVC's partnering agency, Office on Aging (OOA), qualifies clients through a home assessment, prior to IVC providing the services. IVC only receives OOA funds for the volunteer's time, not supplies.

IVC will help meet the daily life challenges of our increasing number of clients in the coming year, however, we need additional funds to work with our program in kind and match to expand our services. Navigating the COVID-19 endemic remains challenging while current fiscal budgeting allocation does not adequately cover additional staffing costs, volunteer recruitment PSAs; or mileage reimbursement costs; or the cost of lumber, grab bars and supplies necessary to cover the larger number of individuals seeking help. Grant funding would allow more volunteer transports along with minor home safety modifications to more individuals who are so isolated from their community's essential services while maintaining a higher quality of life and self-reliance.

- ***Does your organization provide a service that is not provided by local government? YES***

Interlink Volunteer Caregivers (IVC), Inc. is a 501(c)3 non-profit, located in Twin Falls Idaho since 1997. IVC's mission is to provide volunteer transportation (FREE door through door) along with minor home safety modification (wheelchair ramps, handrails & grab bars) services to the elderly, disabled, and chronically ill individuals. We give our clients "Access to Healthcare" and other essential services while "Giving the Gift of Home" so they can live independently, and safely in the comfort of their home regardless of their lack of financial/transportation/family resources.

IVC uses a "workforce" of (trained and insured) volunteers who drive their own vehicles to provide transportation to access essential medical care. Our volunteers also provide minor home safety modifications to allow individuals more independence in their own homes along with helping the elderly to maintain a higher quality of life and self-reliance.

Our programs are designed to help those who need the services the most and don't qualify for any other programs or resources. IVC is the life-line to allow them to remain living independently at home by providing transportation for their healthcare needs and essential services along with home safety modifications. Other agencies cannot provide this **FREE "Access to Healthcare"**, which makes IVC's services unique since ***no client is ever required to pay*** for services – unlike other transportation choices in the City of Twin Falls.

- ***Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?***

IVC believes in the 2030 Vision of the City's strategic plan and mission statement. IVC continues their broad-based commitment to the long-range health of their elderly, non-wheelchair disabled, and chronically-ill citizens residing within the City of Twin Falls as part of their existing programs. IVC's program resources exist because of the partnerships with the City of Twin Falls, Office on Aging, local medical related businesses, Veteran services, private individual/volunteers and other non-profits. Working together to attain the healthiest community possible is important to all community members.

Elderly community members are allowed more independence (less isolation) in their own homes, which leads to a healthy, higher quality of life, self-reliance, and well-rounded community. Enabling seniors to stay in their own homes has a powerful side effect – Seniors can stay out of nursing facilities and hospitals, which saves taxpayers (including those in the City of Twin Falls) money in preventable healthcare and medical expenses; while having a positive impact on the community, the City's strategic plan and mission statement. IVC's goal of **"Giving the Gift of Home"** allows seniors to remain living independently at home so they remain happier and healthier for as long as possible.

- ***What is the importance of City funding to the overall mission of the organization?***

The City funding will allow IVC to continue to serve the elderly, non-wheel chair disabled, and chronically-ill members of the community by providing a portion of the necessary funding for "Access to Healthcare" and essential errands including home safety modifications. Partnering together will allow IVC to continue the essential services to keep the aging population of our community healthy, independent and safe from COVID-19 as long as possible, which saves the community at large.

IVC has continued to be the life-line by providing these services throughout the COVID-19 pandemic/endemic including the continuing necessary COVID testing 48 hours prior to a medical procedure. **Our program's success is measured by the individuals we serve – 92% of IVC's client base is over age 60, while 50% is over age 75. 63% live in their own homes alone with 72% being women and 45% of these women being 75 and over).** Every day they are able to live at home is a huge benefit to the individual, their family, the health care system, and the community. Without



IVC's dedicated volunteers, individuals would be forced to defer medical treatments or go to assisted living, which in turn precipitates a higher cost of emergent care. IVC will help meet the daily life challenges of our clients in the coming years, however, we need additional volunteers and funds to cover the number of elderly individuals seeking assistance as Idaho's aging population (60 years and over) continues to increase. **This is why IVC is asking for MPOG grant funds to help bridge the gap in our community.**

Partnerships

- ***Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.***

IVC collaborates with volunteers and organizations in our Magic Valley communities to address the significant need for **"Access to Healthcare"** transportation and other essential errands in order to realize the goal of becoming the healthiest community possible. The following are key partners and stakeholders who support IVC's "Access to Healthcare" transportation program; St. Luke's Magic Valley, Jerome and Wood River Valley facilities, Office on Aging, Department of Health & Welfare NEMT services, Twin Falls & Jerome County Commissioners, City of Twin Falls and other cities' leaders, Idaho Community Foundation, Pacific Source Foundation, Twin Falls Health Initiative Trust, Living Independent Network Corporation (LINC), and area senior centers. Additionally, IVC has a robust relationship and collaborative history with the Cancer Institute (CI), the St. Luke's Cardiac Clinic and the dialysis centers in Twin Falls along with numerous physical therapy clinics, medical clinics like Family Health Services, physician's offices, as well as other local non-profit organizations, to make sure seniors are getting the proper services that helps them live independently at home as long as possible. IVC is also working with Emergency Management, South Central Public Health, and the Idaho Commission on Aging to become a stronger resource for the community through the continued uncertainty of the COVID-19 impact on our vulnerable population.

- ***Show how the mission of the organization could be furthered by establishing new partnerships.***

As a higher percentage of community members turn age 60 (while living longer), the services of IVC will become more vital to the City of Twin Falls strategic plan as the community continues to grow. Knowledge and education is very powerful. Developing new partnerships with other agencies, businesses, and other non-profits helps strengthen IVC's commitment to serve the disadvantaged elderly, disabled and chronically ill individuals to overcome the barrier to access to care and essential errands while living longer at home. Our community will be stronger and healthier because of IVC's, St. Luke's and the City of Twin Falls's commitment to serve this underserved demographic. IVC's **"Access to Healthcare"** will continue to breakdown the overwhelming barrier to receiving timely medical care for the vulnerable, elderly, low-income and non-driving population. IVC's expanding mission to serve more individuals must rely on increased funding from new partnerships and volunteer recruitment to help meet the daily life-line challenges of IVC's clients in the coming years.

Demonstrated Outcomes

- ***How will the organization measure successful use of City funds?***

IVC keeps monthly and yearly records to show the number of client interactions including transportation reports detailing mileage reimbursement, volunteer hours, volunteer recruitment, and client feedback/needs survey. The historical trend indicates more individuals will be using IVC's services in the coming years due to a larger percentage of elderly residents (age 60 and over) in the City of Twin Falls. As individuals continue to live longer, they will continue to seek services from IVC to remain living independent at home (**"Giving the Gift of Home"**) for years to come with **"Access to Healthcare"** and other essential services without suffering from loneliness, and isolation from the community.

- ***Provide at least one outcome against which performance can be measured.***

Measurable outcomes would include having more TF City volunteers to provide transports so more clients can be served monthly. IVC will also be able to provide more home safety modifications so residents are able to remain in their homes safely for an extended period of time. Success will also be measured by keeping accurate records of the number of clients served, client Boardings, along with recording the volunteer's time commitment and mileage for the necessary transport. Tabulation of PSA costs/volunteer recruitment/driver mileage and reimbursement/home modification supply cost will be documented on monthly Excel spreadsheets including in-kind and match funding. Documenting their (personal stories) ability to stay independent in their own homes is equally important. The priceless reward is knowing our homebound are living safely at home as long as possible is the true success story.



Work Plan and Budget

- **State how the funds will be used by the organization, including specific projects or activities if applicable.**

The MPOG funds will be used in conjunction with program in-kind and match to expand services during the coming year. The COVID-19 endemic remains challenging since current fiscal budgeting allocations remain tight and don't allow for the needed volunteer recruitment PSAs; or adequately cover mileage reimbursement costs; or the cost of lumber, grab bars and supplies necessary to cover the number of individuals seeking help for residents in the City of Twin Falls.

- **Provide a timeline of activities that will be funded by City funds.**

IVC will spend all funds within the next twelve months after MPOG funding award. Expenses will be calculated monthly and then disbursed to the appropriate vendors/volunteers before the 10th day of the following month.

- **Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.**
- **Include costs for any materials and/or services.**

City of TF MPOG Grant 2022						
Program Expenses	Total Budget TF City ONLY	Match*/ Inkind	MPOG Budget 2022	MPOG % of Program Exp	MPOG Portion of TOTAL Budget	Comments
Volunteer Mileage Reimbursement	\$12,285.00	\$8,385.00	\$3,900.00	31.75%	3.73%	21,000 Miles @ 58.5 cents = Volunteer Reimbursement
Volunteer Recruitment PSA's including Volunteer Training, Insurance, Fingerprinting/Background Checks, Volunteer Manuals & Report Logs	\$3,900.00	\$2,700.00	\$1,200.00	30.77%	1.15%	Based upon adding 2-4 New TF Volunteers PSA's - 50 ads bi-monthly X 6 times (Currently have 12 TF City Volunteers)
Home Modification Materials/Supplies	\$7,300.00	\$4,800.00	\$2,500.00	34.25%	2.39%	3/4" CDX plywood, 2X4's, handrails, etc.
IVC -Program Staff Cost for Scheduling Appts	\$15,000.00	\$12,600.00	\$2,400.00	16.00%	2.30%	\$1,250 X 12 months = \$15,000.00
TOTAL \$ Costs - TF City Residents ONLY	\$38,485.00	\$28,485.00	\$10,000.00		9.57%	
IVC - Volunteering Hours @ \$22.54 Approximately 38% of All hours devoted to Twin Falls City residents	\$61,421.00	\$61,421.00	\$0.00	0.00%	0.00%	12-14 Twin Falls Volunteers \$22.54 @ 227 Average Volunteer Hours per month X 12 months
Select Health - Marketing Pkg	\$4,600.00	\$4,600.00	\$0.00	0.00%	0.00%	Providing Mktng Video & Photos
TOTAL * TF City Residents Served ONLY	\$104,506.00	\$94,506.00	\$10,000.00		9.57%	
Notes - 45% of all IVC's client's live in Twin Falls County 79% of TF County residents served live in the City of TF 38% of the Volunteer Hours are served on TF City residents 200 + average volunteer hours per month on TF City residents Increased Building supplies over the past two years						
Match * - Match \$'s are contributions from IVC, Twin Falls Health Initiative Trust Match amounts listed are for City of Twin Falls residents only						
In-kind - Volunteer In-kind \$'s are based upon hours and value of their time/Idaho.						
Additional Note - Services are provided by volunteers. 2021 estimated Volunteer value for services was \$160,910; resulting in a program service percentage of 85.5%. Total 2021 volunteer hours (7,139) included all volunteers in the eight counties of the Magic Valley included in IVC's total service area.						
IVC's 2022 Proposed Total Budget is \$165,400.00 (not including Volunteer inkind) - Serving all eight counties of the Magic Valley						

- **Is the organization and its programs sustainable?**

Yes, IVC has been operating since 1997. IVC's stability has improved greatly over the past twenty-four years. IVC has been able to maintain transportation and home modification services to an ever-increasing number of individuals. Financial reports are prepared monthly and reviewed by all Board members. On a yearly basis an independent CPA, makes sure IVC is operating in a viable manner. The independent CPA prepares yearly financial statements annually along with tax Form 990; which, is also submitted timely to the IRS. All financial records and documents are available to the public for inspection.

Documentation

- **Most recent financial statements and a copy of the last three Form 990 Return for Organizations Exempt from Income Tax or equivalent filing for your organization.**

Attached are the most recent financial statements for years ending in December 2021, December 2020 and December 2019. Also included is tax Form 990-EZ for years 2021, 2020, and 2019. Note – the Financial Statements for December 2021 have been reviewed by Douglas Lincoln, CPA, however, the official copy was not available in time for grant submission. If the CPA certified copy needs to be provided, IVC will gladly submit it next week.



2022 Municipal Powers Outsource Grants Application

Organization: Living Independence Network Corporation (LINC)
Contact: Lana Gonzales, Director of Independent Living Innovation
Christina Erling, Mobility and Independent Living Specialist
Phone: (208) 733-1712
Email: lgonzales@lincidaho.org; cerling@lincidaho.org
Budget Request: \$10,000

Funding Proposal

LINC is a private nonprofit that has provided independent living services to Idahoans with disabilities and older adults since 1989. LINC has operated a federally funded 5310 transportation program in the Magic Valley since 1998. Our demand response voucher program provides individuals that qualify with affordable transportation to local businesses, social events, work, school, and medical appointments.

This program is in alignment with the City of Twin Falls' strategic goals to:

- Expand transportation networks to address motorized, bicycle, and pedestrian demands (AC1)
- Maintain our transportation assets (AC2)
- Provide facilities, programs, and services that support healthy lifestyles and initiative (HC1.2)
- Create a focus on the needs of an aging community (RC2)
- Be a public safety leader (SC1.1)

As highlighted in the March 2021 Twin Falls Transit Study Final Report, transportation for underserved residents remains a critical need. The report recognizes the population growth in Twin Falls and the need to expand transportation options.

We see this need for community members who may be aging and lose their ability to drive, resulting in a loss of independence and access to essential services, such as medical care. We see this need from community members who experience mental health crisis and need transportation to behavioral health resources, such as counseling. We also see the need from community members with mobility related disabilities who have limited transportation options to support their full integration into the community.

Demonstrate collaboration, coordination, and partnership with other organizations or services to achieve goals, and not duplicate services already provided in the community.

Collaboration, Coordination, & Partnerships

LINC has a long history of collaborating with other community organizations to ensure coordination and prevent duplication of services. This collaboration has included local taxi companies, Interlink Volunteer Care Givers, the Mustard Seed, La Posada, Veterans Services, Office on Aging, College of Southern Idaho, St. Luke's, doctors' offices, Crosspointe, mental health providers, as well as local businesses.

As the transportation needs in Twin Falls grows, we will continue to work collaboratively with local, county, state, and national organizations to identify opportunities for increased collaboration and coordination to expand transportation services. For example, last year we collaborated with Mountain

2022 Municipal Powers Outsource Grants Application

Rides to coordinate transportation services for Blaine County residents traveling to Twin Falls for services. Mountain Rides provides transportation from Blaine County to Twin Falls, and LINC provides vouchers for visitors to travel within the City of Twin Falls.

Demonstrated Outcomes

LINC uses two metrics to demonstrate both need and outcomes: The number of rides provided annually and the number of people served. In 2021, we provided 16,716 rides. Of these rides, 7,522 were for older adults, and 9,194 were for individuals with disabilities in the City of Twin Falls. The constant increase in demand for this program can be measured from year to year. In 2015, we provided transportation vouchers to 312 individuals. We currently have 552 individuals using the service. We expect the demand for this service will grow as Twin Falls and the surrounding area continues to grow.

Work Plan and Budget

LINC has successfully managed this transportation program for the past 24 years. As a recipient of 5310 funds through the Idaho Department of Transportation, we must meet a high threshold for fiscal management, internal controls, and auditing. We have a dedicated staff member who manages the transportation program, overseeing funding spend downs, reporting, printing vouchers, and providing customer service to program participants and our transportation providers.

The 5310 funding requires a 20% local match. We achieve this match with funding from the Idaho Office on Aging, St Luke's, and the City of Twin Falls. Locally matched funds are used to pay for transportation vouchers. The local match from City of Twin Falls is 8% of the total program budget. This generates a significant return on investment for a program that

PROGRAM BUDGET	
Expenses	
Staffing	\$34,000
Vouchers / Rides	\$90,000
Administration	\$13,000
<i>Total:</i>	<i>\$137,000</i>
Revenue	
Idaho Department of Transportation	\$104,000
City of Twin Falls	\$10,000
St. Luke's	\$15,000
Idaho Office on Aging	\$8,000
<i>Total:</i>	<i>\$137,000</i>

We have included with this application copies of our most recently Board approved 990s a copy of our most recent Board approved financial audit, which includes financials.

2023 Municipal Powers Outsource Grants Application

Organization: Magic Valley Arts Council

Contact: Melissa Crane, Executive Director

Phone: 208-734-2787

Email: melissa@magicvalleyartscouncil.org

Budget Request: \$9,700

Strategic Plan

- Demonstrate how the proposed project/program is directly linked to the City's Strategic Plan. The Magic Valley Arts Council's proposed program for MPOG support is *Art & Soul of the Magic Valley (Art & Soul)*, a city-wide art contest and community event. *Art & Soul* directly supports the City's Strategic **Goal PC1: Create and implement a comprehensive economic development plan.** The conservative estimated total economic impact of *Art & Soul of the Magic Valley*, based on the number of artists, supporters and venues participating in the event, is over \$645,000 each year with a 16-day event. Business and visitor/participant feedback requested *Art & Soul* be extended from 16 days long to allow more people to explore more than 300 works of art by over 300 artists, in more than 90 locations in Twin Falls. In 2022, we will extend *Art & Soul* to 23 days of arts appreciation! This extension has the potential to bring more visitors to our city, which may offer greater economic impact.

Art & Soul invites artists to participate from across the state and across the country. In 2022 main contest, we will have over 195 artists representing 32 Idaho cities, 17 states and the country of Mongolia. Additionally, more than 100 students will compete in the *Art & Soul Youth Competition*. This event drives tourism to Twin Falls where visitors enjoy hotel stays, meals in restaurants, refueling and visits to retail locations.

- Include the specific goal or initiative within one of the eight focus areas of the plan.
Initiative PC2.1 The City will provide leadership in the creation of partnership for revitalizing downtown. Objective PCS.1.3. The City will continue to support events which activate and enliven downtown. In 2022, *Art & Soul of the Magic Valley* will partner with more than 90 Twin Falls businesses to showcase the art of 300 artists and highlight 30 special activities. Known as Soul Searching events, these special activities invite visitors into businesses and public spaces for artist receptions, entertainment, concerts, lectures and special business offerings. Thirty-seven downtown business will participate as venues, serving as a mini-gallery to host artwork, making the Downtown Neighborhood the largest of area for viewing the entries. The annual Downtown Art Stroll invites the public to take advantage of all the assets offered by the area businesses. The annual *Art & Soul Awards Ceremony*, where 40+ winners will be announced, will be July 22 at the Bandshell in City Park, as part of *Art in the Park*.

Goal PC3: Provide public services that support travel and tourism/Initiative PC3.2: Use tourism as a tool for Economic Development: Objective PC3.2.3: The City will support community partners who host sporting contests and other community events that promote Twin Falls. *Art &*

Soul of the Magic Valley attracts more than 4,000 visitors and engages thousands of community members during the event. Documented numbers included: Over 425 out-of-town visitors registered to vote plus an additional 80 visitors from out of state! We know so many more visitors are coming into our area from out of town or out of state but many of our visitors opt not to register, as they are often unable to see all the art. Many have stated that they don't feel their votes would be fair if they are unable to see a majority of the work on display. However, they love being able to see what they can fit into their schedule.

Demonstration of Need

- **Include a detailed Statement of Need.**

What attracts artist to participate in *Art & Soul of the Magic Valley*, \$44,000 in prize money that is awarded to nearly 40+ winners. To enter *Art & Soul* each artist must pay an entry fee. Although the arts communities have been devastated by COVID, supply-chain issues, and inflation, it seems to have impacted our artist participation only slightly. Our main contest numbers are down four entries from last year, and nine from our largest number of entries in 2020. This year's artists represent 32 Idaho cities, 17 states and Mongolia.

The MVAC is committed to providing an arts education/appreciation event in Twin Falls for residents of the Magic Valley. Additionally, we see the enormous protentional this event has to our city's economic growth. Businesses benefit as we entice more visitors to our area, but funding support is needed to notify potential visitors about the event.

MVAC is requesting funding to assist with expanded promotion of *Art & Soul of the Magic Valley*. These funds would be used to continue marketing and promotion a larger audience, including Eastern Idaho, Boise Metro, Northern Utah, Salt Lake City Metro, and Northern Nevada.

Our staff of two full-time and one part-time employees, along with approximately 40 volunteers, works tirelessly to generate funding for prize money and expenses. MPOG support assists with marketing efforts.

- **Does your organization provide a service that is not provided by local government?**

The services provided by the Magic Valley Arts Council are not provided by local government. MVAC provides various arts and cultural opportunities to all citizens of the Magic Valley. Our mission is "to foster and promote experiences in the art and culture for all people of the greater Twin Falls area."

We fulfill our mission through our programs, which offer support to artists, and activities for community members and visitors. Our programs create a community of engagement and involvement, bringing us together. Programs offered by MVAC are *Art & Soul of the Magic Valley*, *Indie Lens Pop-Up Free Film Screenings*, *Art in the Park*, *Kids Art in the Park*, *Art After School*, *Thousand Springs Festival of the Arts*, *Missoula Children's Theatre*, *Full Moon Gallery of Art & Contemporary Craft*, Free Guest Artist exhibitions, *Art of the Gift: Authors and Artisans on the Rim*, and art classes for adults.

We administer "a call to artists" for public art projects within the City of Twin Falls, while sharing opportunities for local artists to participate in "calls" in other communities.

- **Are you providing a new service or improving access to existing services related to the City's Strategic Plan and Mission Statement?**

Art & Soul of the Magic Valley is not a new service, having completed its 11th year, the most successful year to-date, attracting 300 artist participants. Our goal is to improve on the already successful event to make a greater economic impact in our community.

- **What is the importance of City funding to the overall mission of the organization?**

The Mission Statement of the Magic Valley Arts Council is: "to provide arts and cultural experiences for all people in the greater Twin Falls area." MPOG funding is vital to ensuring that we can fulfill this mission by providing continued support. Support for the arts should not be thought of as an act of charity, but as a wise investment in community. The estimated total economic impact of the Magic Valley Arts Council for 2021 was over \$4,000,000 to our local economy. This data is calculated by using a valid input-output formula provided by the Americans for the Arts, www.artsusa.org. The input figures are publicly available information (the population of Twin Falls, our organization's total expenses for our last fiscal year, and the total number of people we reach annually).

A community strong in arts and cultural experiences attracts an educated and skilled workforce and promotes a region as a destination, as exemplified by *Art & Soul of the Magic Valley*.

Partnerships

- **Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.**

Art & Soul of the Magic Valley will partner this year with 90+ local businesses including the City of Twin Falls, College of Southern Idaho, Five Fish Press, Idaho Central Credit Union, Pioneer Federal Credit Union, Plant Therapy, Premier Autogroup, Magic Valley Mall, Middlekauff Auto Mall, and Wills Toyota. Our community partnerships are vital to the success of our programs. Each year we continue to cultivate new partnerships to expand the impact of our programs.

MVAC works in collaboration with: College of Southern Idaho, offering Student Outreach opportunities to local school districts through *Arts on Tour*, fundraising for music education through *Jazz on the Canyon* to benefit CSI MusicFest and the Twin Falls Education Foundation. We hosted *Magic Mud: After the Mud* in 2021 to raise an additional \$1,200 for CSI scholarships. We partner with Twin Falls Rotary Club to offer their *Ice Cream Funday*, in conjunction with *Art in the Park* and *Kids Art in the Park*. MVAC is also on the organizing committee for *Racing for Charity*, supporting 20 local nonprofits.

- **Show how the mission of the organization could be furthered by establishing new partnerships.**

The Magic Valley Arts Council continually seek partnerships for all the programs we offer the residents of Twin Falls. These partnerships help us further our mission of providing arts and cultural experiences by expanding and enhancing our programs. In the past nine years, MVAC has been able to add the following programs: *Indie Lens Pop-Up* Free Film Screenings; expand free *Missoula Children's Theatre* workshops to seven Twin Falls schools; increase the number of Guest Artist opportunities in our gallery space, to help local artists showcase and sell their art; offer *Art of the Gift: Authors and Artisans on the Rim* an opportunity for local authors and artists to sell their work; and continue to offer *Art & Soul of the Magic Valley*, *Thousand Springs Festival of the Arts* and *Art in the Park*.

Demonstrated Outcomes

- **How will the organization measure successful use of City funds?**

The Magic Valley Arts Council will be able to measure success of increased promotion by tracking how many artists enter from identified markets; track visitors who register to vote in the *Art and Soul of the Magic Valley* and compare any increase from identified areas, as well as review hotel room occupancy numbers compared to 2021 data.

- **Provide at least one outcome against which performance can be measured.**

Outcomes MVAC will measure are:

Increased artist participation from identified areas: Boise Metro, Eastern Idaho, Wood River, and Northern Utah

Increased voter registration from identified areas: Boise Metro, Eastern Idaho, Wood River, Northern Utah and Northern Nevada

Work Plan and Budget

- **State how the funds will be used by the organization, including specific projects or activities if applicable**

Grant funds will be used to increase our promotional outreach utilizing print, social media, TV and radio advertising to Boise Metro, Eastern Idaho, Wood River, Northern Utah and Northern Nevada.

We will focus on garnering greater artist participation from these areas, as well as, increased visitors from these locations to Twin Falls to view the art.

- **Provide a timeline of activities that will be funded by City funds.**

Promotion for *Art & Soul of the Magic Valley* begins annually in December and runs through the end of June of each year. We begin promoting registration to artists in December through March, then shift to promoting the event from May through June. The 2022 event will be June 10-July 2.

December through March: Artists, arts organizations and galleries begin receiving “Save the Date” information to remind them that *Art & Soul of the Magic Valley* registration opens January 1.

January through March: Artists, arts organizations and galleries receive reminders to register for *Art & Soul of the Magic Valley*, which closes March 30.

March: Advertising campaign developed

April: Marketing materials created

May through June: Marketing campaign launches in target markets

- **Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.**

2023 Budget:

Income:

Major Support: \$20,000

Artist/Sponsor entry fees: \$26,000

Venue entry fees: \$13,500

Sales of Souvenir Programs and merchandise: \$4,750

Total: \$64,250

Expense:

Printing: \$3,300
Marketing: \$9,500
Contract Services (website tech support, online voting fees): \$4,500
Materials/supplies: \$1,000
Professional Judges: \$900
Unveiling/Kickoff events: \$400
Awards to Participants: \$44,000
Ribbons to Youth participants: 250
Staff Salaries: \$10,065
Total: \$73,915

- **Include costs for any materials and/or services.**

Included above budget

- **Is the organization and its programs sustainable?**

As with most nonprofit organizations, the pandemic was a tremendous fiscal blow to MVAC. Luckily, we have a strong army of supporters, have secured several grants, drastically reduced staff and expenses and are seeing a successful “bounce-back” in finances. As we move into our 34th year in operation, MVAC continues to be a fiscally responsible organization, bringing art and cultural opportunities to the greater Twin Falls area.

Art & Soul of the Magic Valley exceeded our growth expectations. We know this beloved community event is sustainable, however, the growth of our economic impact is directly linked to the MPOG support we receive, allowing for expansion of marketing efforts. Without these funds, we will be forced to abandon the effort to extend our reach and increase tourism or cut support of youth programs.

Documentation

- **Most recent financial statements and a copy of the last three Form 990 Return for Organizations Exempt from Income Tax or equivalent filing for your organization.**

Included: PNL and Balance Sheet through March 2022, Form 990 2021, Form 990 2020, and Form 990 2019

2022 Municipal Powers Outsource Grants Application

Organization: Pickleball Association of Twin Falls, Inc

Contact: Michael E. Scott

Phone: 307-349-0394

Email: michael@scottandscottcpa.com

Budget Request: \$10,000

Strategic Plan:

- Focus Area 1 of the strategic plan for Twin Falls is to develop a healthy community. The Pickleball Association of Twin Falls (PBATF) is a 501c-3 organization dedicated to teaching and increasing involvement in Pickleball.

Pickleball is the fastest growing sport in the U.S. and is an excellent way for people of all ages to stay healthy.

Pickleball grew 39.3% between 2019 and 2021 resulting in over 4.8 million players in America. Pickleball is growing fastest among young players between ages 6 and 17.

The PBATF shows nearly 275 active players in the Twin Falls area and we estimate that there are that many more who we are not aware of. More than half of our members are senior citizens who are maintaining their health through Pickleball. In 2022, we will continue education and

recruitment efforts among adults to assist in the development of a healthy community.

- One of our 2022 goals is to expand our educational reach by adding a membership and activities for young players. Involving young players will help keep them active and healthy and hopefully provide recreational activities for them that will keep them out of trouble. The Association is not aware of many Twin Fall's youth playing Pickleball. Since statistics indicate that ages 6 – 17 is where the most growth is in America, we want our Twin Falls youth to have an opportunity to learn and play Pickleball.

Demonstration of Need:

- As a 501 c-3 organization we are responsible for providing education efforts involving Pickleball. In order to better accomplish this goal, we have identified the following projects.
 1. 2 additional trained Pickleball instructors. Pickleball instructor certification is offered by the Professional Pickleball Registry (PPR).
 2. Pickleball machine – A pickleball machine is essential in teaching new players the different strokes and blocks. A Playmate Pickleball machine is capable of duplicating all the shots performed in

a normal Pickleball game. Balls required for the machine run an additional \$200.

3. Resurfacing indoor courts at 302 3rd Street South.

The majority of winter play is currently at the Fieldhouse Event Center where we have three courts. All the courts are in need of resurfacing. Resurfacing supplies for all three courts are estimated to run \$3,500 plus labor.

4. Court Accessories – Our indoor courts at the Fieldhouse Event Center (formerly Pickleball Time) are also in need of court dividers that will limit balls from one court going into other courts and slowing play for everyone.

Our courts at Frontier Park are in need of the following amenities to make play easier and to make our courts more attractive to nonresidents who come here to play tournaments.

- Courtside Benches
 - Wind Screens or Trees
 - Water coolers and stands
- PBATF provides a service that is not provided by the City of Twin Falls and helps the city meet one of its strategic objectives. Expanding educational services to the youth of Twin Falls provides additional support for the City's strategic objective. Without the City's assistance, we may be able to add certified instructors, and a ball

machine but the court resurfacing project and the court accessories may have to wait several years.

Partnerships:

- PBATF has worked with Twin Falls Park & Rec to provide funds for the lights at the current outdoor Pickleball courts at Frontier Park.
- We assisted the Twin Falls Rotary Club with funding for remodeling the restroom facilities at Frontier Park.
- We continue to work with the Parks and Rec organization to sponsor Pickleball tournaments during the summer months in Twin Falls which provides activities for Twin Falls residents and for persons travelling from out of town who spend money in Twin Falls while here.
- We help with Unified Special Olympics by offering a day of instruction and Pickleball to their students. That event is coming up May 11 of this year.
- In April, we are holding a Pickleball education clinic at CSI for adults interested in Pickleball.
- New partnerships with the Twin Falls schools and home school groups can aid our goal of involving more youth in Pickleball and give them additional options for their students.

Demonstrated Outcomes:

- PBATF maintains good financial records. Funds spent on instructor certification and a Pickleball machine will be

tracked via general ledger accounts in QuickBooks. Funds spent on court resurfacing will be tracked via a QuickBooks general ledger account and detailed by sub-accounts.

- The outcome of our education efforts can be measured by the number of new students taught during the year and by the growth in our association membership.

Work Plan and Budget:

Our budget and work plan for each of the five areas in the “Demonstration of Need” section above is listed below.

1. Pickleball Instructors

a. PPR Registration Fee	\$264.00
b. Certification workshop	\$147.00
c. Lodging, meals, & mileage	<u>\$300.00</u>

Total per instructor \$711.00

2 instructors = \$1,422.00

The funds for the instructors will be partially used to enroll in the PPR organization. The remainder will be used for class fees and travel fees when the instructors attend their certification class. The budget is built on classes in Orem, Utah.

2. The Pickleball machine will be purchased as soon as City funds are available. The budget for the machine is:

a. Playmate Pickleball Machine	\$3,495.00
b. 150 balls for Machine	<u>\$ 200.00</u>

Total	\$3,695.00
-------	------------

3. Court resurfacing will be done during this coming summer when the facility does not see heavy Pickleball use.

a. Resurfacers with Sand	\$1,000.00
b. Court Color	\$ 387.50
c. Court Line Set	\$1,200.00
d. Labor	<u>\$3,500.00</u>

Total	\$6,087.50
-------	------------

4. Court Accessories

a. Court Dividers (3)	\$ 900.00
b. Court Benches (6)@\$500	\$ 3,000.00
c. Water Coolers & Stands	\$ 400.00
d. Wind Break \$4.10/linear ft	<u>\$ 1,725.00</u>

Total	\$ 6,025.00
-------	-------------

We are also exploring a natural wind break that involves planting additional trees. We are getting a proposal from Kimberly Nurseries. The cost is more but it may be more effective and last longer.

One can easily see that a \$10,000 grant will not cover all of the projects we have planned so we do plan to contribute our own funds as well to complete the projects that we can.

Our association started in 2015 and has grown with the growth of Pickleball. We offer a sustainable product that fits into the Twin Falls strategy of creating a healthy community. Let us know if we can answer any questions about this application. We plan to invest our own funds into these projects as well.

Pickleball Association of Twin Falls, Inc.

Profit and Loss
January - March, 2022

	TOTAL
Income	
Donation	360.47
Event Fees	100.00
Interest Earned	0.32
Membership Dues	950.00
Total Income	\$1,410.79
GROSS PROFIT	\$1,410.79
Expenses	
Association Meeting	84.00
QuickBooks Payments Fees	9.32
Tournament Fees	118.58
Total Expenses	\$211.90
NET OPERATING INCOME	\$1,198.89
NET INCOME	\$1,198.89

Pickleball Association of Twin Falls, Inc.

Balance Sheet As of March 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Checking	11,627.70
ID Central Savings	2,522.68
PayPal Funds	0.00
Total Bank Accounts	\$14,150.38
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	\$0.00
Total Current Assets	\$14,150.38
TOTAL ASSETS	\$14,150.38
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Unearned Tournament Income	2,074.33
Total Other Current Liabilities	\$2,074.33
Total Current Liabilities	\$2,074.33
Total Liabilities	\$2,074.33
Equity	
Opening Balance Equity	0.00
Retained Earnings	10,877.16
Net Income	1,198.89
Total Equity	\$12,076.05
TOTAL LIABILITIES AND EQUITY	\$14,150.38

e-Postcard Worksheet

Form **990-N**

2021

For calendar year 2021, or tax year beginning , and ending

Name

**PICKLEBALL ASSOCIATION
OF TWIN FALLS**

Employer Identification Number

**** - *** 5404**

Note: Form 990-N can ONLY be filed electronically, and is filed in lieu of Forms 990 or 990-EZ, if eligibility is met.

The following items are required for a complete electronic submission:

1. Employer identification number (EIN), also known as a Taxpayer Identification Number (TIN) **** - *** 5404**
2. Tax year **2021**
3. Legal name of organization **PICKLEBALL ASSOCIATION
OF TWIN FALLS**
 Mailing street address **1852 RIVERWOOD DRIVE**
 City or foreign province **TWIN FALLS**
 State or foreign country code **ID**
 Zip code **83301**
4. Any other names the organization uses (Doing Business As)
5. Principal officer name **MICHAEL E SCOTT**
 Mailing street address **1852 RIVERWOOD ROAD**
 Street address line 2
 City **TWIN FALLS**
 Foreign province
 State or foreign country code **ID**
 Zip code **83301**
6. Web site address if the organization has one
7. Organization's annual gross receipts are normally \$50,000 or less **X**
8. Organization is terminated or in the process of termination

Filed 2/21/22

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2019

Open to Public Inspection

A For the 2019 Calendar year, or tax year beginning 2019-01-01 and ending 2019-12-31

B Check if available

☐ Terminated for Business☒ Gross receipts are normally \$50,000 or lessC Name of Organization: PICKLEBALL ASSOCIATION OFTWIN FALLS INC130 Main Ave N, Twin Falls,ID, US, 83301

D Employee Identification

Number 47-4385404

E Website:

F Name of Principal Officer: Ryan Heider1367 Misty Meadows Ct,Twin Falls, ID, US, 83301

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

(Filed 5-13-20)

Department of the Treasury
Internal Revenue Service

for Tax-Exempt Organization not Required to File Form 990 or 990-EZ

2020

Open to Public Inspection

A For the 2020 Calendar year, or tax year beginning 2020-01-01 and ending 2020-12-31

B Check if available

☐ Terminated for Business☒ Gross receipts are normally \$50,000 or lessC Name of Organization: PICKLEBALL ASSOCIATION OFTWIN FALLS INC120 Main Avenue North, TwinFalls, ID, US, 83301

D Employee Identification

Number 47-4385404

E Website:

F Name of Principal Officer: Ryan Heider1367 Misty Meadows Ct,Twin Falls, ID, US, 83301

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

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(Filed 5-11-21)

2022 Municipal Powers Outsource Grants Application

Organization: Twin Falls Senior Center

Contact: Deseriee Johnston

Phone: TFSC 208-734-5084

Cell # 805-610-8599

Email: Director@TFSeniorCenter.net

Budget Request: \$ 10,000

Strategic Plan: Focus Area 1 –Healthy Community

HC1.2G: Consider requiring that a portion of certain city grants to local agencies be directed to wellness education.

- Demonstrate how the proposed project/program is directly linked to the City’s Strategic Plan.
 - The Twin Falls Senior Center supports the mission of the city of Twin Falls 2030 Strategic Plan and meets the criteria for Focus Area 1, HC1.2G, by working closely with other community organizations to provide services to our senior and disabled communities. In addition to providing dietitian approved meals in-house Meals on Wheels and their delivery, the center provides a range of regular additional activities, e.g. aerobics, bingo, blood pressure checks, card games, fellowship, food box delivery, foot clinics, Meals on Wheels well-checks, quilting, service provider referrals and wellness education. We provide community service opportunities to those in-need of court-ordered hours within our facility.
- Include the specific goal or initiative within one of the eight focus areas of the plan.
 - The specific goal applicable to our agency and the services we offer is HCL2G, as measured by our continued ability to provide a safe and clean environment for our employees, participants and our volunteers which requires replacing the flooring in our dining area.

Demonstration of Need

- Include a detailed Statement of Need.
 - Our dining area flooring is in need of replacement. Our current flooring is becoming a safety issue in many areas creating a fall hazard especially in the higher traffic areas. We have received two bids:
 - Walker’s Flooring & Design Center, LLC (quote attached)
quoted \$29,845.64 for Replacement of all event/Dining Room Flooring
 - Carpet One, Pioneer Carpet One (quote attached)
quoted \$34, 890.01
 - Our current budget does not support new flooring at this time.
- Does your organization provide a service that is not provided by local government?
 - Meals on Wheels for the Twin Falls City and surrounding area.
- Are you providing a new service or improving access to existing services related to the City’s Strategic Plan and Mission Statement?

- We are improving access to our existing services as per the City's Strategic Plan and Mission Statement.
- What is the importance of City funding to the overall mission of the organization?
 - Our Mission Statement, "Participating and contributing to the Senior Citizen's activity within the range of Civic, Cultural, Medical, Transportation and Nutritional opportunities for the elder members of the community." City funding and additional fundraising efforts are primary for the continued mission of this organization.

Partnerships

- Demonstrate existing partnerships and collaborative efforts with other community organizations, government entities or educational institutions.
 - Office on Aging—Nutritional contract through the Older Americans Act which assists and monitors our Meals on Wheels Program, which includes dietitian oversight and weekly menu approval,
 - Hospice Visions Home Care—bi-weekly foot care clinic,
 - Horizon Home Care—bi-weekly foot care clinic,
- Show how the mission of the organization could be furthered by establishing new partnerships.
 - This is not applicable at this time due to our 501C3 status.

Demonstrated Outcomes

- How will the organization measure successful use of City funds?
 - Until the project is completely funded as per chosen bid, the funds will be held in a separate bank account reserved specifically for our flooring needs.
- Provide at least one outcome against which performance can be measured.
 - The Board of Directors will choose a company to provide flooring services.

Work Plan and Budget

- State how the funds will be used by the organization, including specific projects or activities if applicable
 - The funding will be used to obtain new flooring for the Event/Dining Room area.
- Provide a timeline of activities that will be funded by City funds.
 - 1. Obtain requested funding,
 - 2. Open a 'flooring' bank account at First Federal Bank and deposit the funds,
 - 3 Board of Directors to meet and discuss the current bids,
 - 4. Once a bid is chosen, TFSC will contact the appropriate service provider and discuss a timeline to move forward as per their availability,
 - 5. Obtain additional funding through fund-raisers and grant applications,
 - 6. Replace the existing flooring to ensure a safer walking area for our in-house patrons.
- Include a detailed budget for grant funds. If City funds are a part of an overall budget, please demonstrate what areas of the budget will be funded by the grant.
 - As per the existing bids, City funding will cover approximately one-third of the over-all cost of the flooring. The entire grant will be used for the expense of replacing our existing floor.
- Include costs for any materials and/or services.

- Bids attached which include all costs for the floor replacement.
- Is the organization and its programs sustainable?
 - The floor replacement is a one-time expense and maintenance (sweeping, mopping, etc.) is provided by the community service volunteers. Our existing floor has been in service for a minimum of 10 years and covers a previous floor of asphalt creating the current issues of cracking, loose tiles, sinking in certain areas, and creating an uneven surface for foot traffic. The companies that have bid on the new flooring report their ability to install a longer life span with the new flooring.

Documentation

- Most recent financial statements and a copy of the last three Form 990 Return for Organizations Exempt from Income Tax or equivalent filing for your organization.
 - Please, see attachments

2022 Municipal Powers Outsource Grant Application

Valley House Homeless Shelter

Contact: John Spiers

Phone: 208-432-2319

Email: valleyhouse.john@gmail.com

Budget Request: \$9995.00

City Strategic Plan

AC1.1: The City will update and implement the Transportation Master Plan.

AC1.1.1: Evaluate citizen request and new development for opportunities. Make provision for the transportation needs of the future.

Our request for the \$9,995.00 towards bicycle transportation directly aligns with the current Twin Falls City Strategic Plan of addressing transportation demands. Please see the attached bid specifying bikes to be purchased, maintenance plan, and bike racks for safe keeping.

Demonstration of Need

Currently there is no public transportation available to the citizens of Twin Falls. Valley House Homeless Shelter directly works with many citizens who do not own a vehicle to maneuver to work, medical appointments, shopping, and other necessities of life. Currently 71% of our clients do not own a vehicle to transport themselves. Having additional available bicycles will ensure that more of our clients have an increased efficiency in working to regain independence and meet set goals addressing the City's vision to be a community with a broad-based commitment to the long-range health of its citizens and visitors. A wide array of activities existing through private, non-profit, and public entities, as well as partnerships among them, which lead to a healthy, well-rounded community.

Partnerships

Valley House Homeless Shelter works with many other non-profits and businesses in the valley meeting needs of the vulnerable and marginalized in our community. Some of our community partners include Mustard Seed, Recovery in Motion, Optimist Youth House, Salvation Army, Voices Against Violence, Sage Women's Center, Crisis Center, South Central Community Action, Twin Falls County and many more. Building relationships with Twin Falls City departments and employees will help us be effective in walking out our mission statement.

Valley House is the only shelter of its kind in the eight-county area. We are a community funded non-profit 501-C3 homeless shelter for single women, men, and families. Our mission is to provide motivated homeless persons the help they need to become self-sufficient, while advocating for policies

to help reduce homelessness. We provide provisional housing to low income, disadvantaged, motivated homeless persons. In addition to shelter, we help our clients with transitional housing, clothing, food, other essential items and employment resources.

Currently there are 120 beds, 17 bathrooms, and 15 kitchens at the shelter and we are soon to have 180 beds, 32 bathrooms, and 30 kitchens with the opening of our new shelter building in June. All of the bedding, kitchen supplies: utensils, cleaning supplies, toiletries, etc., are supplied by Valley House for our clients. We do random drug testing; each client must remain drug free to remain in the program.

Demonstrated Outcomes

Successful use of Twin Falls City funding will be measured by tracking the number of clients who can find jobs, attend schools, attend classes for case plans, or get to sobriety classes that are further than easy walking distance.

Work Plan and Budget

Locally owned Spoke and Wheel has provided a bid for bicycles, bike racks, maintenance plan, and locks (see attached) for the shelter. We are asking the city to come alongside the shelter with the full amount of \$9,995.00 for the purchase of the bicycles and maintenance program. Our office will keep track of bike loans and the maintenance plan for reporting purposes.

Organization: Volunteers Against Violence, dba Voices Against Violence

Contact: Joseph Simonson, Grants Manager

Phone: 208-733-2558

Email: joseph@vavmv.org

Budget Request: \$10,000

Strategic Plan

The City's Strategic Plan includes a focus on a healthy and learning community. At Voices Against Violence (VAV), we help survivors of violence access services that restore health and set them on a path to learn the skills they need to live an independent life in our community. Some of the most vulnerable people we serve are refugees that lack health insurance, English language skills, and qualifications for work recognized in the United States. This makes it difficult for them to meet their basic needs and those of their families.

Specific goals in the strategic plan state the commitment to "work with partners to promote programs and services designed to build a culture of well-being and target specific health needs" (Goal HC1.2.2), as well as that the "Library, the College of Southern Idaho (CSI), the TFSD and others, will educate citizens about programs available, including ESL, Adult Basic Education, and others, to be identified" (LC2.1.1).

VAV is excited about the opportunity to partner with the City of Twin Falls in helping survivors of violence participate in the realization of these goals. Through case management with survivors, we identify and resolve the barriers they face to being safe, healthy, and independent. While there are many resources to provide for food and shelter, there are fewer to address critical, miscellaneous needs that often fall between the cracks. It is this service gap that we hope to fill with this grant, by allowing survivors of violence to request help with specific needs that stand as roadblocks to them so they can continue on their healing path.

Demonstration of Need

Recently, a family fleeing their home country due to violence approached us for help. Their 3 year-old daughter, who had already experienced the violence of war and been the victim of sexual assault, was in constant pain due to dental problems requiring surgery. Unfortunately, the cost was in the thousands of dollars, and we have not yet been able to help them with this need.

A different client who only speaks Spanish had no choice but to use her abusive partner to translate her accusations about him to police after they were called to stop his abusive behavior. Without English training, she was stuck not knowing if the police were hearing the truth about the abuse happening, or the version the abuser wanted them to hear.

These are only two of the hundreds of families that come to us for help every year. In fact, we provide services to an average of 189 people every month, of whom 76 need shelter or rental assistance and 44 primarily speak a language other than English. These are individuals who have scars and trauma, but no

money, housing, insurance, transportation, or social connections. Abusers isolate their victims and seek to control their behavior, whereabouts, and finances. This leaves them lacking the resources to get out of the abusive situation and still take care of basic needs, which is where agencies like ours step in. Our goal is to show survivors of violence that they can make it on their own, and help them on that road so they can take those first steps away from abuse and toward safety, hope, and healing.

Partnerships

VAV partners with many local organizations, businesses, government entities, and educational institutions across its service area. This includes relationships with other non-profits in the area, including Wellness Tree and Family Health Services for our clients' health needs, Deseret Industries to provide clothing, and South Central Community Action Partnerships to help clients into safe housing.

VAV partners with the Department of Health and Welfare to connect clients to mainstream resources, TFPD to obtain and maintain protection orders and to protect survivors and their families, and TFSD to provide violence prevention education.

VAV receives in-kind donations from local individuals, businesses, and organizations, including Target and the Idaho Foodbank, for food, clothing, furniture, and personal care items.

Through this grant, we will be able to strengthen these relationships and build new partnerships as well. VAV continues to add new partners every year, which increases our reach in the community to help more people and provide more comprehensive support to them.

Performance Measures

VAV will measure performance under this grant by tracking special requests made and approved, with client surveys available for survivors to fill out to report on the services they received. All relevant services provided will be documented in our database and available for analysis, as well as aggregated in monthly program reports given to staff and the board of directors.

VAV will also use program evaluation data to measure changes in reports of unmet needs, with the goal of reducing unmet needs 10% by the end of the grant.

Work Plan

Voices Against Violence has an established program for special requests, but it lacks the funding necessary to meet the needs of our many clients. With this grant, we will be able to increase our capacity to help these individuals in dire need. VAV case managers will explain the program to clients and work with them to apply for this specialized help, which will then be reviewed by leadership to ensure that funds are being allocated wisely.

Where special request funding often has tight regulation (one current source is limited to housing requests, another expires in June), we will limit spending of this grant likewise to requests that fit under

the Strategic Plan of the City of Twin Falls. This includes health and educational expenses, as well as the cost of transportation to CSI for ESL and Adult Basic Education courses.

The sustainability of this program is assured with donation funds from the organization allocated there, but its capacity is tied to the number of partners we collaborate with. We can provide some special request funding on our own, but with the help of our partners our capacity continues to grow, and hopefully will continue to grow, until all special needs for survivors of violence are met.

May 2022	Develop implementation plan
June 2022-April 2023	Review, approve, and fulfill client special requests.
June 2022-April 2023	Track expenses, evaluate client feedback, and analyze reports of unmet needs.
September 2022	Compile quarterly report for executive director, City of Twin Falls if desired.
December 2022	Compile quarterly report for executive director, City of Twin Falls if desired.
March 2023	Compile quarterly report for executive director, City of Twin Falls if desired.
May 2023	Compile quarterly and comprehensive report for executive director, City of Twin Falls if desired.

Budget

Item	Source	Amount	Budgeted Monthly
Medical/Educational Special Requests	City of Twin Falls MPOG	\$10,000	\$833
Housing Special Requests	Idaho Community Foundation	\$10,000	\$833
General (Ends in June)	Health and Welfare	\$6,000	\$1,500
General	Donations	\$15,000	\$1,250
	TOTAL	\$41,000	\$3,416.67

2022 Municipal Powers Outsource Grants Application

Organization: Wellness Tree Community Clinic

Contact: Tamara Harmon

Phone: 208-734-2610

Email: tharmon@wellnesstreeclinic.org

Budget Request: \$7,500

Strategic Plan

The Wellness Tree Community Clinic contributes to a culture of well-being in addition to targeting specific health needs. We provide cost free health care services to community members who do not have insurance or do not have coverage in the area they are seeking services from. For example, if a person has a medical plan but not a vision plan, they can come get their eyes checked at no cost. We also provide regular care and medication for people who have chronic conditions like diabetes, migraines, arthritis and mental health challenges that use medications for maintenance. Our services align with the City of Twin Falls' Strategic Focus Area 1 – Healthy Community. We fulfill objective HC1.2.2.

Demonstration of Need

The Wellness Tree Community Clinic, like many nonprofits in the Magic Valley, sometimes feels like we are a “best kept secret.” Daily we encounter people who tell us they had no idea we were here providing free healthcare to qualifying individuals. We also recognize that many people are not informed on the range of services we provide. We will have folks come into the clinic for an antibiotic and we ask them if they need any dental care or optical care or mental health assistance and they are surprised to learn we help with that too.

The population we serve are working community members who make too much to qualify for Medicare or Medicaid but they work for an organization that does not provide employee sponsored healthcare benefits. Their income isn't enough for them to acquire healthcare coverage outside of a group plan. Some of those plans can be upwards of 15-20% of their income. Their finances are already stretched thin due to rising housing expenses, groceries, interest expenses and some of them have day care expenses as well.

According to Statista online 12.2 percent of the Idaho population is uninsured. This is approximately 224,371 people in Idaho. Calculating on the population of the City of Twin Falls that means there are an estimated 6,320 people in the city who are uninsured. On a typical month we see between 50-60 patients. We know this is not an accurate representation of the need in our area.

Early in 2022 we launched a media plan to target our advertising efforts. This will help us reach the community and spread our message on what services we provide and who qualifies. Supported by grant funding from the COVID-19 Health Disparities grant we started to run television and radio ads in both English and Spanish. The grant covered costs from March 2022 to July 2022. Our media partners encouraged us to consider running the media campaign for 12 consecutive months. In the world of

advertising the message has to be heard for many months for it to become common knowledge. In addition, the comprehensive data is best after a year for accurate assessment of the effectiveness of the campaign. We will be able to look at correlations between the ads running and our patient numbers changing.

Our organization being a secret is not in the best interest of our organization or the people living and working in Twin Falls. Funding from the city will help us meet our strategic goal of increasing the number of patients who utilize our services.

Partnerships

When I think about partnerships, I think about how there is no such thing as a “one stop shop.” One thing I love about living and working in Twin Falls is the knowledge I have about the numerous organizations doing great work to take care of our community. The Wellness Tree is not here to take care of the mental trauma of being in a domestic abuse situation. But we are here to help them get glasses they need. We are not helping people pay their rent or their utility bill. But we are freeing up the \$100 they would have spent at a doctor’s office for an antibiotic so they can better meet their living expenses. We are not in the business of educating the new healthcare professionals. But we do give them a place to get their volunteer hours or internship hours done and finish their programs.

We work with the other organizations in town filling in with our piece of the network that is taking care of the people who need it. Voices Against Violence, South Central Community Action, The Unity Alliance of Southern Idaho, The CSI Refugee Center, The Foundation for Change, the CSI Health Science programs, the Canyon Ridge CMA/CNA programs, St Luke’s and Family Health Services are just some of the places we regularly work with.

It is clear that we have more work to do in getting the word out about who we are and what we do. Our media campaign is a multichannel, year long program to help us with that. It entails not only the advertising piece but also the community engagement piece through participation in events like Western Day and the Latino Festival. We are looking to create relationships with the Hispanic Chamber of Commerce and the Women’s Business Center.

Demonstrated Outcomes

We are planning to evaluate the effectiveness of the 12-month endeavor in March 2023. We will be able to look at data of how many people were reached and directly compare them to our patient numbers. We have patient data for 2 consecutive years so will easily be able to discern if those numbers are going up. We also ask new patients how they heard about us to have a good sense of what communication channels are effective.

We provided services to 568 people in 2021. Our goal is to increase patients by 10%. We will have an excellent sense if the media campaign is effective if that number increases in the next 6 months.

Work Plan and Budget

We are looking to continue our advertising campaign in both radio and television at a cost of \$2,500 a month from August 2022 to October 2022. We have requested funding from another grant awarding

organization for an additional 8 months of advertising. We will have persistent advertising on general channels as well as some targeted advertising on Spanish speaking channels so our message can reach the immigrant workers living in Twin Falls.

Municipal Powers Outsrouce Grant Request		
Media Plan Costs Wellness Tree Community Clinic		
August 2022		
Expense Type	Expense Amount	Expense Paid To
Television Ads	\$1,000.00	Scripps
Radio Ads	\$1,500.00	Lee Family Broadcasting
August Subtotal	\$2,500.00	
Runing Total	\$2,500.00	
"September 2022		
Expense Type	Expense Amount	Expense Paid To
Television Ads	\$1,000.00	Scripps
Radio Ads	\$1,500.00	Lee Family Broadcasting
September Subtotal	\$2,500.00	
Runing Total	\$5,000.00	
October 2022		
Expense Type	Expense Amount	Expense Paid To
Television Ads	\$1,000.00	Scripps
Radio Ads	\$1,500.00	Lee Family Broadcasting
October Subtotal	\$2,500.00	
Grand Total	\$7,500.00	

Our programs and organization are sustainable because we remain committed to being here to serve the uninsured and under insured populations in the city of Twin Falls and the outlying areas. In the past two years we have increased our presence in the community through social media channels, community presentations and countless cups of coffee, sharing our mission and asking for help. The time has come for us to broaden our communication channels and it takes financial support for us to do that. If we are able to receive grant funding for this project, we are able to keep other funding focused on direct patient care.



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Lisa Strickland

ACTION ITEM

Request:

Request to adopt Ordinance #2022-010 for a Zoning District Change and Zoning Map Amendment.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On March 1, 2022, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Zoning District Change and Zoning Map Amendment from R-4 to CSI PUD.

On April 4, 2022, the City Council heard, deliberated and approved the Zoning District Change and Zoning Map Amendment from R-4 to CSI PUD for property located at the 1100 North block of Fillmore Street.

Approval Process:

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

Budget Impact:

N/A

Regulatory Impact:

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Zoning District Change and Zoning Map Amendment process.

Attachments:

1. O-2022-010 CSI PUD Amend

ORDINANCE NO. O-2022-010

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT

WHEREAS, The College of Southern Idaho has made application for rezoning of property located at the 1100 North block of Fillmore Street; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 1st day of March 2022, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 4th day of April, 2022.

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

SECTION 1. The following described real property located at the 1100 block of Fillmore Street is the subject of a Zoning District Change and Zoning Map amendment from R-4 to CSI PUD.

"Exhibit A"-Legal Description

"Exhibit B"-Zoning Development Agreement

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

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other

developments, and the ability of the City to obtain additional water and/or sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A
Legal Description
Property
Twin Falls, Idaho

Being a portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 4 as shown on that certain Record of Survey, recorded March 21, 2011 as Instrument No. 2011-005708 in the office of the County Recorder of Twin Falls County;
Thence, along the East Boundary of the SE $\frac{1}{4}$ of said Section 4, North 01°01'45" East 1299.70 feet to the Northeast corner of that certain map entitled "Green Acres Subdivision", recorded March 23, 1966 as Instrument No. 0000-562305 in said office of the County Recorder of Twin Falls County;
Thence, along the North Boundary of said map, North 88°43'21" West 375.93 feet to a point on the West Right-of-Way Boundary of Lincoln Street and being the REAL POINT OF BEGINNING;
Thence, continuing along said North Boundary, North 88°43'21" West 878.21 feet to a point on the East Right-of-Way Boundary of Fillmore Street;
Thence, along said East Right-of-Way Boundary, North 00°57'13" East 313.84 feet to the Southwest corner of that of certain map entitled "Renaissance Subdivision No. 1", recorded September 25, 2003 as Instrument No. 2003-025056 in said office of the County Recorder of Twin Falls County;
Thence, along the North Boundary of said S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, South 89°17'58" East 875.47 feet to a point on said West Right-of-Way Boundary of Lincoln Street;
Thence, along said West Right-of-Way Boundary of Lincoln Street, South 00°28'07" West 322.69 feet to said REAL POINT OF BEGINNING.

Containing approximately 6.41 acres.

End of Description

THE 2ND AMENDMENT TO THE CSI PUD # 262
PLANNED UNIT DEVELOPMENT AGREEMENT

The 2nd Amendment to the CSI PUD #262 Planned Unit Development Agreement is made this 4 day of May, 2022, by and between the City of Twin Falls, a municipal corporation, State of Idaho (hereinafter referred to as "City", and the College of Southern Idaho (hereinafter referred to as "CSI").

WHEREAS on January 23, 2012, the parties entered into the CSI-PUD #262 Planned Unit Development Agreement, which was recorded with the Twin Falls County Recorder's Office on January 26, 2012, as instrument No. 2012 -0010607 (hereinafter referred to as "PUD Agreement"). Said PUD Agreement is attached hereto, marked Exhibit "1" and by this referenced made a part hereof;

WHEREAS on March 1, 2022 the College presented an Application for PUD Amendment to the City of Twin Falls Planning and Zoning Commission, to allow expand the CSI PUD boundaries of the agreement to include 6.4 acres property located at the 1100 block of Fillmore Street is attached hereto, marked Exhibit "A".

WHEREAS the College has now completed the notice of public hearing requirements of the City of Twin Falls, final approval to amend the PUD Agreement, as presented was granted by the Twin Falls City Council during its public meeting held on April 4, 2022;

NOW, THEREFORE, for an in consideration of the foregoing recitals and mutual promises and covenants contained herein, the College and the City agree to amend the PUD #262 Agreement as follows:

1. Nature of Agreement This 2nd Amendment shall become part of the PUD Agreement upon its full execution and recording. College and its assigns or successors in interest, as well as City and its assigns or successors, shall be bound by the terms and conditions contained herein.

2. Covenants

2. Master Development Plan,

~~5) Subject to the exclusion of the 6.4 acres showing as the future apartment development from the January 8, 2018, Zoning District Change And Zoning Map Amendment;~~

Amend to include the 6.4 acres in the boundary of the CSI PUD #262, therefore allowing the development to use the area for educational buildings and supporting facilities.

This 2nd Amendment, together with the PUD Agreement #262, and 1st Amended constitutes the entire agreement between the City and the Developer.

In Witness Whereof, the City has affixed its seal and caused these presents to be executed by its Mayor on the date written above.

City of Twin Falls

By: _____
Ruth Pierce, Mayor

Attests:

By: _____
Deputy City Clerk

College of Southern Idaho

By:  _____
President of Finance and Administration

**Legal Description
Property
Twin Falls, Idaho**

Being a portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southeast corner of said Section 4 as shown on that certain Record of Survey, recorded March 21, 2011 as Instrument No. 2011-005708 in the office of the County Recorder of Twin Falls County;

Thence, along the East Boundary of the SE $\frac{1}{4}$ of said Section 4, North 01°01'45" East 1299.70 feet to the Northeast corner of that certain map entitled "Green Acres Subdivision", recorded March 23, 1966 as Instrument No. 0000-562305 in said office of the County Recorder of Twin Falls County;

Thence, along the North Boundary of said map, North 88°43'21" West 375.93 feet to a point on the West Right-of-Way Boundary of Lincoln Street and being the REAL POINT OF BEGINNING;

Thence, continuing along said North Boundary, North 88°43'21" West 878.21 feet to a point on the East Right-of-Way Boundary of Fillmore Street;

Thence, along said East Right-of-Way Boundary, North 00°57'13" East 313.84 feet to the Southwest corner of that of certain map entitled "Renaissance Subdivision No. 1", recorded September 25, 2003 as Instrument No. 2003-025056 in said office of the County Recorder of Twin Falls County;

Thence, along the North Boundary of said S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, South 89°17'58" East 875.47 feet to a point on said West Right-of-Way Boundary of Lincoln Street;

Thence, along said West Right-of-Way Boundary of Lincoln Street, South 00°28'07" West 322.69 feet to said REAL POINT OF BEGINNING.

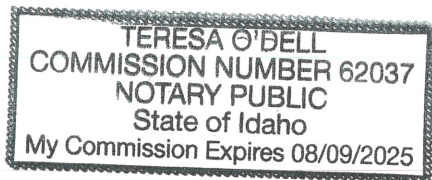
Containing approximately 6.41 acres.

End of Description

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

On this 4 day of May, 2022, before me, a notary public in and for said county and state, personally appeared Jeffrey M Harmon known to me to be the President of Finance and Administration of the College of Southern, Idaho, that executed the instrument on behalf of the College of Southern Idaho and acknowledged to me that the City of Twin Falls 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.



Teresa O'Dell
NOTARY PUBLIC FOR IDAHO
Residing at: Kimberly Id
My commission expires: 9 August 2025

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

On this _____ day of _____, 2022, before me, a notary public in and for said county and state, personally appeared _____ known to me to be the Mayor of the City of Twin Falls that executed the instrument on behalf of the City of Twin Falls and acknowledged to me that the College of Southern Idaho 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 FOR IDAHO
Residing at: _____
My commission expires: _____



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Ian Zollinger

ACTION ITEM

Request:

Request to adopt Ordinance #2022-011 for an Amendment to the Federation Point ZDA.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On March 29, 2022, the Planning and Zoning Commission sent a positive recommendation to the City Council for an Amendment of the Federation Point ZDA to allow "Private" and "Public School" as an outright permitted use and approve an additional Conceptual Site Plan.

On May 2, 2022, the City Council heard, deliberated and approved an Amendment of the Federation Point ZDA to allow "Private" and "Public School" as an outright permitted use and approve an additional Conceptual Site Plan on property located at the southwest corner of Federation Road and Washington Street North.

Approval Process:

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

Budget Impact:

N/A

Regulatory Impact:

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Amendment to the Federation Point ZDA.

Attachments:

1. O-2022-011 Federation Point ZDA Amend

ORDINANCE NO. O-2022-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT

WHEREAS, Hepworth Family Landholdings, LLC c/o EHM Engineers, Inc. has made application for an amendment to the Federation Point ZDA to allow "Private" and "Public School" as an outright permitted use and approve an additional Conceptual Site Plan of property located at the southwest corner of Federation Road and Washington Street North; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 29th day of March, 2022, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

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

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 2nd day of May, 2022.

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

SECTION 1. The following described real property located at the southwest corner of Federation Road and Washington Street North is the subject of an amendment to the Federation Point ZDA to allow "Private" and "Public School" as an outright permitted use and approve an additional Conceptual Site Plan.

"Exhibit A"-Legal Description

"Exhibit B"-Zoning Development Agreement

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

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

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

Exhibit A

**ZDA Legal Description
Twin Falls County, Idaho**

Being a portion of Lots 10 and 11, Block 1 as shown on that certain map entitled "The Pinnacle Subdivision, A Planned Unit Development", recorded August 26, 1996 as Instrument No. 1996-014850 in the office of the County Recorder of Twin Falls, and a portion of the North half of the Southwest Quarter of Section 33, Township 9 South, Range 17 East, Boise Meridian more particularly described as follows:

Beginning at the Northeast corner of said Lot 10 and being the REAL POINT OF BEGINNING;

Thence, North 87°17'06" East 32.62 feet;

Thence, South 68°44'23" East 84.15 feet to the Northwest corner of that certain map entitled "Westpark Commercial Subdivision No. 4", recorded May 25, 2007 as Instrument No. 2007-012709 in said office of the County Recorder of Twin Falls County;

Thence, along the West Boundary of said map (2007-012709), South 00°13'48" West 405.84 feet to the Southwest corner thereof;

Thence, along the North Right-of-Way of Canyon Crest Drive, along the arc of a non-tangent curve to the left having a radius of 282.00 feet, through a central angle of 05°32'36", an arc distance of 27.28 feet and long chord that bears North 87°38'57" West 27.27 feet;

Thence, continuing along said North Right-of-way, South 89°34'43" West 82.75 feet to the Southeast corner of that certain map entitled "River Vista South Subdivision, A Planned Unit Development", recorded June 29, 2006 as Instrument No. 2006-015859;

Thence, along the East Boundary of said map (2006-015859), North 00°25'15" West 99.11 feet to the Southeast corner of said Lot 11;

Thence, along the South Boundary of said Lot 11, North 89°34'43" West 102.84 feet to the Southwest corner thereof;

Thence, along the West Boundary of said Lot 11, North 00°25'17" East 125.00 feet;

Thence, leaving said West Boundary, North 15°54'11" East 44.87 feet;

Thence, North 00°00'00" East 24.02 feet to a point on the North Boundary of said Lot 11;

Thence, leaving said North Boundary, North 00°00'00" East 50.31 feet;

Thence, North 25°54'11" East 36.50 feet;

Thence, North 00°00'00" East 55.57 feet to a point on the North Boundary of said Lot 10;

Thence, along said North Boundary, North $87^{\circ}17'06''$ East 75.11 feet to
said REAL POINT OF BEGINNING.

Containing approximately 1.79 Acres.

End of Description

2022 Amendment to Federation Point, ZDA

A Residential Mixed Use and Limited

This Zoning Development Agreement (ZDA) is made and entered into this day MAY 2 2022, by and between the City of Twin Falls, State of Idaho a municipal corporation, hereinafter called "City" and Steve Hepworth (hereinafter called "Developer") for the purpose of developing Residential Mixed Uses and Limited Commercial Uses on property located West of Washington Street North and South of Federation Road, known as Federation Point Subdivision, a ZDA.

NOW THEREFORE:

1. All future development, improvements, and uses shall conform to the standards and regulations of the Twin Falls City Code Title 10 — Chapter 4 — Section 15; RM, Residential Mixed Use District or as amended, Title 10 — Chapter 4 — Section 19; CRO, Canyon Rim Overlay District or as amended, and all references to other sections therein including the following deviations:
2. RM and CRO, Residential Mixed Use District and Canyon Rim Overlay District modified to include the following;
 - A. Permitted uses;
 1. Governmental facilities:
 - a. Governmental office buildings.
 2. Medical facilities:
 - a. Doctor's offices.
 3. Residential:
 - a. Bed and breakfast facilities.
 - b. Household units in the same building as an allowed use by the owner or an employee of the allowed use.
 - c. Household units in the upper floors of commercial or professional buildings.
 4. Retail Trade:
 - a. Antique shop.
 - b. Apparel and accessories.
 - c. Art galleries and frame shops.
 - d. Bakery.
 - e. Bookstore.
 - f. Craft shop, in conjunction with retail business.
 - g. Eating places.
 - h. Florist shop.
 - i. Food, drugs, etc.
 - j. General merchandise.
 - k. Hardware store.
 1. Hobby and toy store.
 - m. Home décor, excluding appliances

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

- n. Home furnishings and appliances.
- o. Ice cream store.
- p. Import store.
- q. Laundering and dry cleaning.
- r. Laundromats.
- s. Music store.
- t. Sporting goods store.

5. Services:

- a. Advertising.
- b. Apparel repair and alteration.
- c. Beauty and barber shops.
- d. Cottage businesses.
- e. Finance and investment offices.
- f. Insurance and related business.
- g. Photographic studios.
- h. Professional organizations.
- i. Professional services.
- j. Real estate and related business.

6. Public Assembly:

- a. Schools — private, single purpose.
- b. Schools - private, vocational and/or academic.
- c. Schools — public.

Notwithstanding the foregoing list of permitted uses, any such use which broadcasts amplified music or sound by speakers to the exterior of a building shall also require a special use permit.

- B. Special Uses: A special use permit may be granted for a permanent use that is not in conflict with the Comprehensive Plan and that is not permitted outright because it may conflict with other uses in the District unless special provisions are taken. Special use permits may be granted for the following uses:

1. Misc.:

- a. Any facility with drive-through service.

2. Parks:

- a. Public parks and playgrounds with crowd attracting facilities.

3. Public Assembly:

- a. Funeral chapels.
- b. ~~Schools — private, single purpose.~~
- c. ~~Schools — private, vocational and/or academic.~~
- d. ~~Schools — public.~~
- e. Theaters — indoor.
- f. Wedding chapels and/or reception halls.

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

4. Residential:

- a. Accessory buildings (more than 1,000 square feet) i.e., garages and other accessory buildings except those physically attached garages built at the same time the home is built.
- b. Motels or transient hotels
- c. Nursing homes, rest homes, and assisted living facilities.

5. Retail Trade:

- a. Alcoholic beverages, when consumed on premises where sold.
- b. Permitted retail/trade operating outside the hours of seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M.
- c. Pet shop.

6. Services:

- a. Dog Grooming.

7. Sports Facilities.

- a. Athletic areas.
- b. Indoor recreation facility.

3. Property Development Standards to be modified to include the following;

The following property development standards shall apply to all land and buildings in the RM district:

A. Use Of Lots:

- 1. Each building is not required to be located on a separate lot. If desired, multiple buildings (including dwellings- duplex, triplex, fourplex) may be located on one contiguous lot/parcel.

B. Lot Area:

- 1. Commercial Uses: The lot area for shall be of sufficient size to provide for the building, the required setbacks, off street parking and landscaping. No commercial building shall occupy more than sixty percent (60%) of a lot.
- 2. Multi-family Residential: The lot parcel area shall be a minimum of six and one-tenth (6.1) acres and shall contain 19 four plex buildings and 7 duplex buildings with a total of 90 residential units per 6.1 acre parcel as depicted upon the master development plan included as Exhibit B.

C. Yards:

- 1. The front building line shall be as depicted on the master development plan. All front yard building setbacks shall be twenty feet (20') from the property line or when multiple units are on one parcel a minimum of twenty-five feet (25') from the centerline of a private drive.

Federation Point, ZDA

A Residential Mixed Use and Limited Commercial Zoning Development Agreement

2. The side building line shall not be closer than five feet (5') to the side property line.

3. The rear building line shall not be closer than ten feet (10') to the rear property line for multifamily units or five feet (5') for commercial units.

4. Rear, front, or side building lines adjacent to Federation Road and Washington Street North shall be fifteen feet (15') from the right of way line. No other building setback limitations shall be applicable to this development.

5. Rear, front, or side building lines adjacent to the western and southern boundary of the development shall be twenty feet (20') from the subdivision boundary.

D. Other Development Criteria:

1. Perimeter Landscape Buffer and Screening: A landscaping buffer of twenty- five feet (25'), including sidewalks, shall be installed from back of curb along Washington Street North and Federation Road. A six foot (6') high masonry wall shall be installed along the south and west boundary of the development adjacent to existing residential lots.

2. Streets: Federation Road and Washington Street North shall be constructed per the attached Exhibit C with a ten foot (10') wide concrete path on the north side of Federation Road adjacent to the development boundary for infill of a portion of the Canyon Rim Trail Extension.

Federation Point, ZDA
A Residential Mixed Use and Limited
Commercial Zoning Development Agreement

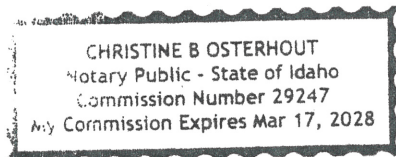
STATE OF Idaho
County of Minidoka

On this 25 day of April, 2022 before me, a Notary Public for said County and State, personally appeared Steven F. Hepworth, known or identified to me, to be the Member of the Limited Liability Company, that executed said instrument.

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

Christine B Osterhout

Residing at Declo, ID



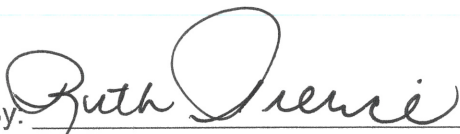
Commission Expires: 3-17-2028

Federation Point, ZDA
A Residential Mixed Use and Limited
Commercial Zoning Development Agreement

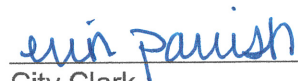
Developer: Hepworth Family Landholdings, LLC
Steven F. Hepworth, Member

City: City of Twin Falls
P.O. Box 1907
Twin Falls, ID 83303-1907

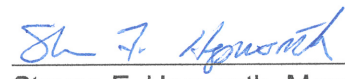
"City"
City of Twin Falls

By. 
Mayor

ATTEST


City Clerk

"DEVELOPER"
Hepworth Family Landholdings,
LLC


Steven F. Hepworth, Member

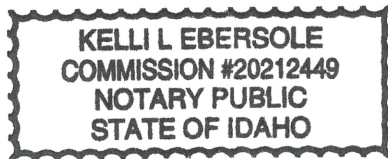
Federation Point, ZDA
A Residential Mixed Use and Limited
Commercial Zoning Development Agreement

STATE OF IDAHO)

County of Twin Falls)^{ss.}

On this 2nd day of MAY, 2022 before me, a Notary Public for said County and State, personally appeared RUTH PIERCE and ERIN PARRISH, known or identified to me, to be the Mayor and City Clerk, respectively, of the CITY OF TWIN FALLS, IDAHO, that executed said instrument, and acknowledged to me that such City 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.

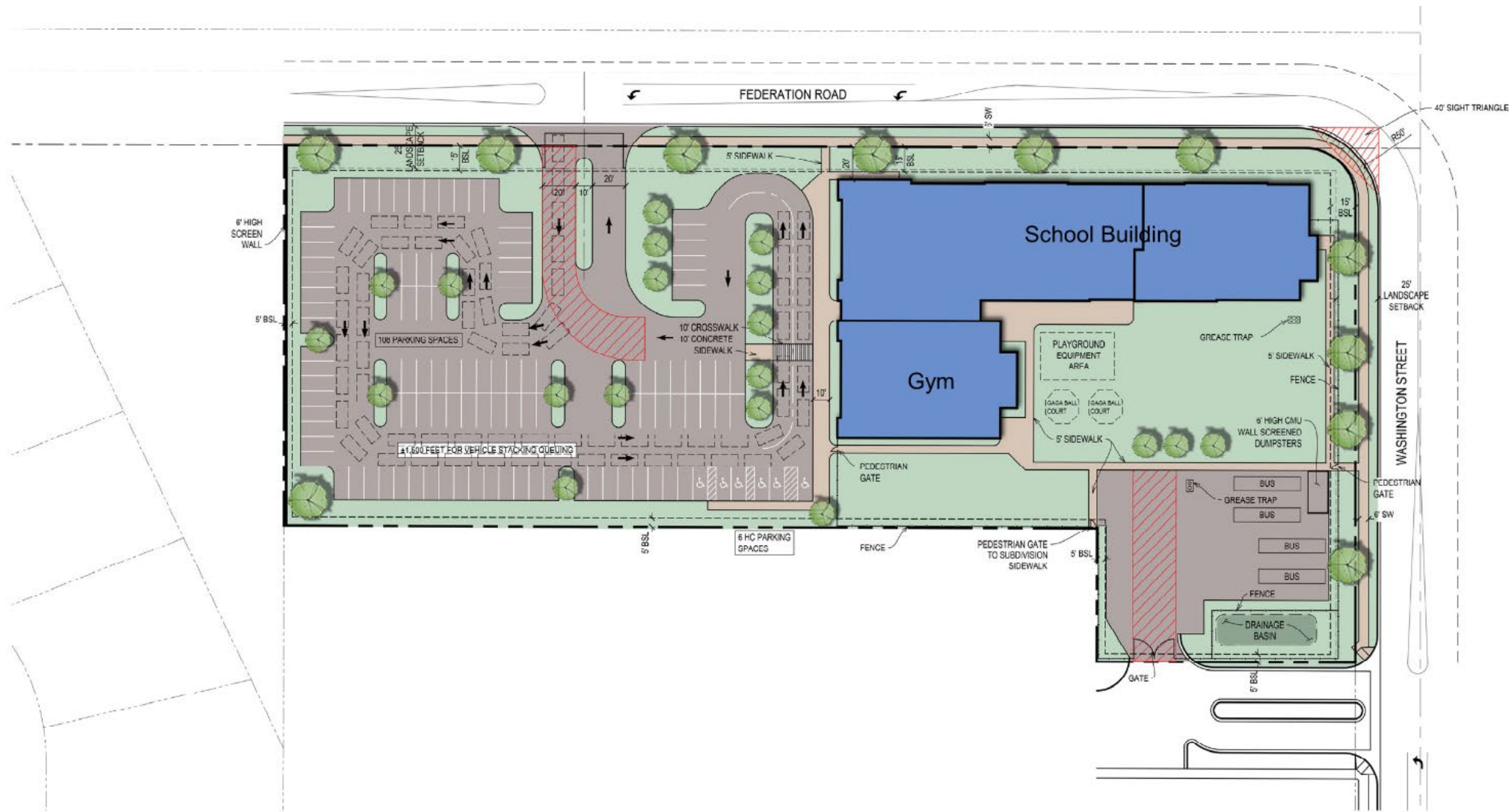


Kelli Ebersole

Residing at TWIN FALLS, ID

Commission Expires: May 17, 2027

Site Plan



Elevations



TWIN FALLS



DD SET	x 32.00
PROGRAMS TO	x 38.00
	x
	x
	x
	x
	x
	x
	x
	x
	x
DRUMS	x 38.00
CHECKED	x 38.00
EXTENDED ELEVATIONS	



Date: Monday, May 16, 2022
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Seeking City Council priorities on the development of the FY 2022-2023 budget.

Time Estimate:

Approximately 30 minutes.

Background:

The purpose of this agenda item is to provide a brief update on the status of the City of Twin Falls' 2022-2023 fiscal year (FY 2023) budget. This is the last step in the process prior to the presentation of the City Manager's recommended budget for FY 2023, currently scheduled for July 5, 2022. Over the past several years, these preliminary discussions have assisted in guiding and developing previous budget concepts and strategies.

The focus of City leaders on planning, operational efforts, and organizational goals are all directed by the City's 2030 Strategic Plan. The strategic plan contains eight focus areas that, when viewed collectively, will allow us to create and maintain an accessible, healthy, learning, environmental, responsible, prosperous, and secure community with a strong internal organization designed to meet the needs of our citizens, businesses, and visitors. For each focus area, there is a vision statement that describes the achievements culminating in the year 2030. To review the vision descriptions, please see the City of Twin Falls 2030 Strategic Plan.

The City's leadership teams are working to develop a balanced budget that advances the City's strategic priorities while recognizing the impact the coronavirus has had on our local economy, residents, and businesses. The tremendous amount of uncertainty in 2020 inspired the City Manager and leadership teams to be innovative in the FY 2021 budget process and create new Category A and Category B funding plans.

Work that has already been completed in constructing the City Manager's recommended budget is below:

Personnel

- Add positions strategically.
- Provide compensation adjustments to remain competitive in the market for all employees. For FY 2023 every 1% salary increase will cost approximately \$230,000 in tax-supported funds and \$265,000 across all funds.
- Include an 11.4% increase for health insurance.
- Support development and training to improve employee knowledge, skills, and abilities.
- Continue to build partnerships with public and private partners.

General

- Continued implementation of our various plans, including the 2030 Strategic Plan and Comprehensive Plan, as well as the master transportation, park development and utility facility plans. We do a great job linking projects and plans to one another, but our communication is not as good in sharing the accomplishments from previous budget years. A new GFOA performance measurement requirement will provide data linking our budget to our strategic plan and our strategic plan to our outcomes. We are currently working at the Executive team level to develop this process.
- Continued funding for technology updates and improvement.
- Expansion in community branding, talent attraction, work force attraction and business retention.
- Funding for departments impacted by the unprecedented growth in Twin Falls & surrounding communities.

Capital

- Improvement of existing transportation infrastructure – roads and sidewalks.
- Continued improvements to other city infrastructure, including parks, trails, water lines, sewer, and pressurized irrigation.

Programs & Services

- Increased fees to maintain and enhance recreation programs and city pool programs.
- Continued implementation of the Consolidated Plan as a HUD CBDG entitlement community.

The purpose of this presentation is to have a conversation with the City Council regarding the FY 2023 budget's connection to the City's Strategic Plan, overall spending, capital projects, and overall strategy regarding property taxes and rate adjustments. The conversation will also help ensure City staff are able to address the Council's priorities for the upcoming fiscal year.

Since FY2019, the City Council has allocated \$770,000 of property tax dollars towards capital projects. The list of projects is decided by the City Council annually during the budget process. The FY 2022 budget funded priority capital projects, all the sidewalk projects listed below, and for FY 2023, the city staff is looking for recommendations for this funding source.

- | | |
|---|-----------|
| • Madrona Street | \$390,000 |
| • Stadium Boulevard (Design Only) | \$150,000 |
| • Eastland Drive North | \$39,000 |
| • Elizabeth Boulevard (Design, Survey, ROW) | \$94,800 |
| • Blake Street, Baxter Dog Park | \$109,000 |

The FY 2023 budget will also include \$8.5M of federal ARPA funds. The City Manager will be asking the City Council at a future meeting to establish a committee composed of City Council members, Council Advisory Commission Chairs, and interested citizens to help determine the projects to be completed with this funding.

Approval Process:

The approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

While there is no direct cost associated with this conversation, it will help set the course for the FY 2023 Budget.

Regulatory Impact:

- Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."
- Idaho Code §50-235 empowers each city council of each city to levy taxes for general revenue purposes.
- Idaho Code §50-1002 requires the city council of each city in the State of Idaho to pass a budget, referred to as an annual appropriation ordinance.
- Idaho Code §63-802 sets limitations on all taxing district budget requests on the amount of property tax revenues that can be used to fund programs and services. This section also states that taxing entities can only increase property tax collections by a maximum of three percent (3%) annually, plus the value of new construction and annexation added during the previous calendar year, and forgone tax revenue that have been accumulated and reserved in prior fiscal years. The maximum forgone taxes that can be used is equivalent to 1% for operations and maintenance and/or 3% capital projects.

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None