



Twin Falls City Council Agenda

Monday, June 13, 2022, 5:00 PM

203 Main Ave East
Twin Falls, ID 83303-1907
Council Chambers

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 - None.
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Consideration of a request from Stan Sorenson to hold the Back the Blue Community Event.
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - b) **ACTION ITEM:** Consideration of a request to hold the Taproot Church outdoor service and picnic in the park event.

By: Lou Coronado, Sergeant, Twin Falls Police Department
 - c) **ACTION ITEM:** City Council Minutes June 6, 2022.
By: Erin Parrish, Executive Assistant
 - d) **ACTION ITEM:** Consideration of a request to accept the Improvement Agreement for the purpose of developing **Kenyon Meadow Subdivision**.
By: Troy Vitek, City Engineer
 - e) **ACTION ITEM:** Consideration of a request to approve a Trust Agreement for the **Kenyon Meadow Subdivision**, placing all lots in trust.
By: Troy Vitek, City Engineer
 - f) **ACTION ITEM:** Request to approve Accounts Payable for June 2-8, 2022.
By: Amy Luna, Finance Administrative Assistant
 - g) **ACTION ITEM:** Request to approve June 8, 2022, Travel Requests.
By: Amy Luna, Finance Administrative Assistant
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Reimbursement of operational expenses at the Wastewater Treatment Facility.
By: Josh Baird, Public Works Director

b) **PRESENTATION:** Paint The Plow Presentation.

By: Mark Thomson, Streets Superintendent, Public Works

6) GENERAL PUBLIC INPUT

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS - None.

9) EXECUTIVE SESSION

a) **ACTION ITEM: EXECUTIVE SESSION 74-206 (1)(f)** To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

By: Mitch Humble, Deputy City Manager

10) 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.



Date: Monday, June 13, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request from Stan Sorenson to hold the Back the Blue Community Event.

Time Estimate:

Staff requests this item be placed on the Consent Calendar.

Background:

Stan Sorenson has submitted a special event application requesting to hold the Back the Blue Community event on July 8, 2022. This event will take place in the Twin Falls City Park from 6:00 p.m. to 8:00 p.m.

There will be opportunities for various community leaders to speak to honor our police departments. There will also be a live band to provide music during the event at the band shell. Vendors will be available for those wishing to purchase food or beverages during the event.

A similar event with the same name was held last year with over 500 individuals attending.

This event will have amplified sound during the event but will be finished at approximately 8:00 p.m.

Approval Process:

Consent of the City Council.

Budget Impact:

There is no budget impact to the City of Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved this Special Event Application. Staff recommends the Council approve the Back the Blue Community Event based on the information provided.

Attachments:

None



Date: Monday, June 13, 2022
To: Honorable Mayor and City Council
From: Lou Coronado, Sergeant, Twin Falls Police Department

ACTION ITEM

Request:

Consideration of a request to hold the Taproot Church outdoor service and picnic in the park event.

Time Estimate:

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

Background:

Rachele Bossert, representing Taproot Church, has submitted a special event application for the Taproot Church outdoor service and picnic to be held on Sunday, August 28, 2022. This event will be held at the Twin Falls City Park.

This event will take place outside at the parks bandshell starting at 8:00 a.m. and ending at 3:00 p.m. The event will include a barbeque and picnic-style lunch. There will be an estimated 150 people in attendance.

There will be amplified sound in the form of pre-recorded music and singing. There will be no alcohol served at this event.

Approval Process:

Consent of the Council

Budget Impact:

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

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Taproot Church Outdoor Service and Picnic based on the information provided.

Staff recommends that the on-duty Supervisor be given authority to order event organizers to mitigate

the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Attachments:

None



Twin Falls City Council Minutes

Monday, June 6, 2022, 5:00 PM

203 Main Ave East
Twin Falls, ID 83303-1907

COUNCIL CHAMBERS

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Christopher Reid, Council Members Spencer Cutler, Craig Hawkins, Shawn Barigar (phone).

Absent: Council Members Jason Brown and Nikki Boyd

Staff Present: Travis Rothweiler, City Manager; Gretchen Scott, Deputy City Manager; Shayne Nope, City Attorney; Erin Parrish, Executive Assistant; Matt Hicks, Captain, Twin Falls Police Department; Erin Steel, Assistant Public Works Director; Troy Vitek, City Engineer; Craig Kingsbury, Chief, Twin Falls Police Department.

Mayor Pierce called the meeting to order at 05:00 PM.

A quorum was present.

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS

None.

4) CONSENT CALENDAR

MOTION: Vice Mayor Reid moved to approve the Consent Calendar as published. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- a) Request to approve Accounts Payable from May 19 to June 1, 2022.
- b) Request to approve Travel Requests for May 25, 2022.
- c) City Council Meeting May 23, 2022 Minutes.

5) ITEMS OF CONSIDERATION

- a) Request for City Council approval to use contingency funding for building and workplace improvements.

Matt Hicks, Captain, Twin Falls Police Department, presented the request.

Discussion ensued on the following:

Council Member Cutler asked if any attempt was made to contact the general contractor about the plumbing problems.

Vice Mayor Reid asked how the new gate was working.

MOTION: Council Member Cutler moved to approve the use of contingency funding for building and workplace improvements. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- b) Request to Award the Filer-Hankins construction project to Kloepper Inc. in the amount of \$649,821.92 with total anticipated project cost including contingencies totaling \$848,404.11. **Erin Steel, Assistant Public Works Director**, presented the request.

Discussion ensued on the following:

Vice Mayor Reid asked what the timeline was going to be.

Travis Rothweiler, City Manager, clarified the parameters of the project.

Council Member Hawkins asked if we own the property now.

MOTION: Vice Mayor Reid moved to approve the request to award the Filer-Hanks construction project to Kloepper Inc. in the amount of \$649,821.92 with total anticipated project cost including contingencies totaling \$848,404.11. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- c) Request to reject all bids for the Blue Lakes Country Club Roadside Stream Pipeline project. **Erin Steel, Assistant Public Works Director**, presented the request.

Discussion ensued on the following:

Vice Mayor Reid asked what the engineers' estimated cost was.

MOTION: Council Member Cutler moved to reject all bids for the Blue Lakes Country Club Roadside Stream Pipeline project. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

- d) Consideration of award for the 2022 Chip Seal Project to Emery, Inc. in the amount of **\$1,761,786.31**
Troy Vitek, City Engineer, presented the request.

Discussion ensued on the following:

Mayor Pierce asked what the timing was on the project.

Council Member Barigar asked for clarification on the chip seal project.

Travis Rothweiler, City Manager, clarified information on some bids increasing.

MOTION: Vice Mayor Reid moved to approve request to award for the 2022 Chip Seal Project to Emery, Inc. in the amount of \$1,761,786.31. **Council Member Hawkins** seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

6) GENERAL PUBLIC INPUT

Paul Thompson, resident of Twin Falls, requests that the police department enforce the laws in relation to the pride celebrations in the city. Asked to be put on a future agenda considering abortion and state law.

Mike Orr, resident of Twin Falls, asked if Fillmore was going to be extended anytime soon.

7) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins spoke about County West having a box for retiring old, tattered, American flags and the proper process.

Council Member Barigar talked about the ribbon cutting for the new skills park at Auger Falls.

8) PUBLIC HEARINGS

None.

9) ADJOURNMENT

The meeting adjourned at 05:42 PM.

Erin Parrish, Executive Assistant

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



Date: Monday, June 13, 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 **Kenyon Meadow 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. Kenyon Meadows Subdivision - Improvement Agreement

IMPROVEMENT AGREEMENT

for DEVELOPMENTS

This Agreement made and entered into this 12 day of Jan, 2022, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and North 44 Twin LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Kenyon Meadows Subdivision.

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

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

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

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

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

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

WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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.

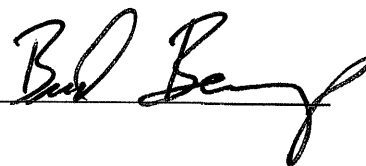
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

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.

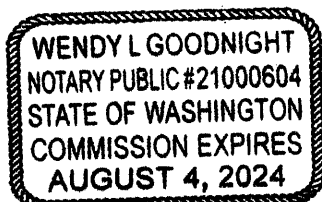
Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor_____
Developer
North 44 Twin LLCSTATE OF Washington)
)ss.
County of Benton)

On this 12th day of January, 2022, before me, the undersigned, a Notary Public for WA, personally appeared Brad Beauchamp, 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 Washington
Residing Bunnick

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:
Kenyon Meadows 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

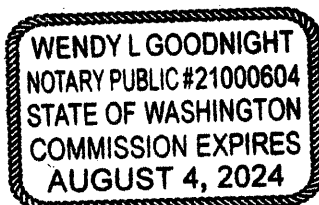
 Developer
 North 44 Twin LLC

Brad Blanchamp

STATE OF Washington)
)ss.
 County of Benton)

On this 12th day of January, 2022, before me, the undersigned, a Notary Public for Washington, personally appeared Brad Blanchamp, 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.



Wendy L Goodnight

 Notary Public for Washington
 Residing Kennelworth



Date: Monday, June 13, 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 **Kenyon Meadow Subdivision**, placing all lots in trust.

Time Estimate:

N/A

Background:

Kenyon Meadow Subdivision, is located at the northwest corner of State Highway 74 and Kenyon Road. 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. Kenyon Meadow Subdivision - Trust Agreement
2. Kenyon Meadows Subdivision-FINAL PLAT
3. Kenyon Meadow Subdivision - Aerial Image

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2022, by and between **NORTH 44 TWIN 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, Block 1;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, Block 2;
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 3;
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 and 26, Block 4 of **KENYON MEADOWS SUBDIVISION**, 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 **KENYON MEADOWS SUBDIVISION** 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: 1.31.22

TRUSTOR:
NORTH 44 TWIN LLC., an Idaho Limited Liability Company

BY: Brad Beauchamp
Brad Beauchamp, Governor

Date: 2-1-2022

TRUSTEE:
TITLEFACT, INC.

BY: Rudy Ashenbrener
Rudy Ashenbrener, Vice President

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

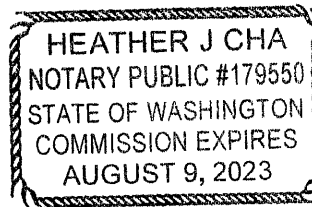
BY: _____

STATE OF WA
County of BENTON

On this 31st day of JANUARY, 2022, before me, a Notary Public in and for said State, personally appeared **Brad Beauchamp** known or identified to me to be a Governor of the limited liability company of **NORTH 44 TWIN LLC**, and the member 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.

[Signature]
Notary Public
Residing in PASCO
Commission expires 8-9-2023

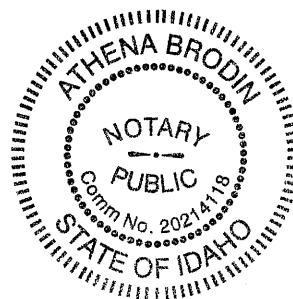


STATE OF IDAHO
County of Twin Falls

On this 1st day of February, 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

[Signature]
Notary Public for Idaho
Residing at: TIMIN FALLS
My Commission expires: 8-26-2027



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 _____, 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
KENYON MEADOWS SUBDIVISION

Date: 1-31-22

TRUSTOR:
NORTH 44 TWIN LLC., an Idaho Limited Liability Company

BY: Brad Beauchamp
Brad Beauchamp, Govenor

Date: _____

TRUSTEE:
TITLEFACT, INC.

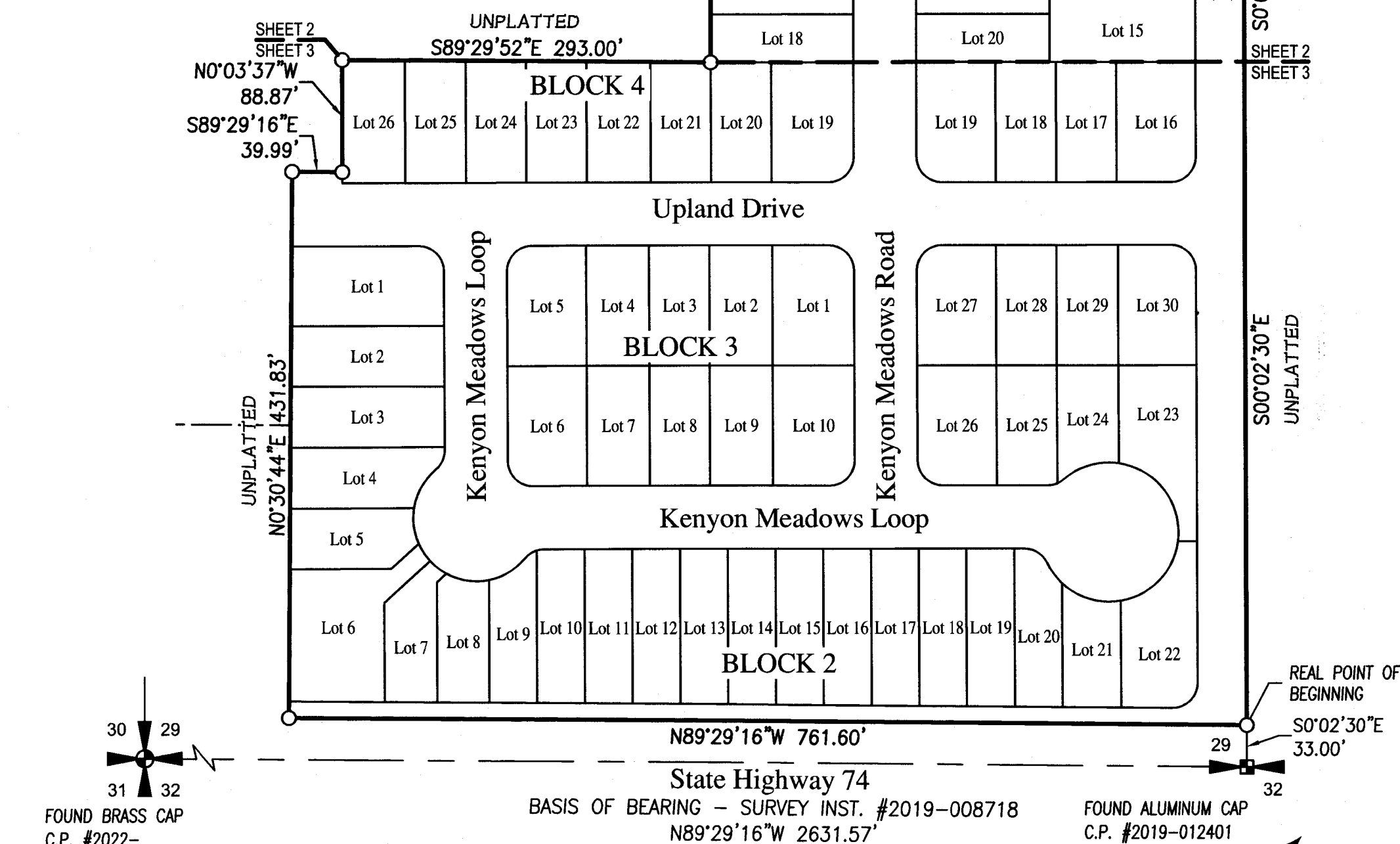
BY: _____
Rudy Ashenbrener, Vice President

#2021-004599 PHEASANT MEADOWS
SUBDIVISION NO. 3
#2019-008718
#2018-017093
#2017-016447
#2016-011800
#2015-018175
#2008-004492 PHEASANT MEADOWS
SUBDIVISION, PHASE TWO
#2005-006690 MAGIC VALLEY RANCH
PH 7 & 8
#2004-014779 MAGIC VALLEY RANCH
PH 6
#2004-004909 MAGIC VALLEY RANCH
PH 5
#1997-020160
#1996-018201 MAGIC VALLEY RANCH
#1996-015995
#1996-015991
#1995-016591
#1994-019759 RAINS SUBDIVISION
NO. 1
#1994-011623
#1992-011450
#0000-983121
#0000-792382
#0000-746412
#0000-717086 WASHINGTON PARK
TOWNHOUSE

#2021-019287
#2021-012571

(A) DRAINAGE, IRRIGATION &
UTILITY EASEMENT

(B) IRRIGATION EASEMENT



FOUND ALUMINUM CAP
C.P. #2021-002756

Southwood Avenue

S89°29'03"E 424.71'

PHEASANT MEADOWS
SUBDIVISION NO. 2
#2008-004482

PHEASANT MEADOWS
SUBDIVISION NO. 3
#2021-004599

Kenyon Road

SHEET 2
SHEET 3

S00°02'30"E

REAL POINT OF
BEGINNING
S0°02'30"E
33.00'

FOUND ALUMINUM CAP
C.P. #2019-012401

BASIS OF BEARING - SURVEY INST. #2019-008718
N89°29'16"W 2631.57'

n.t.s

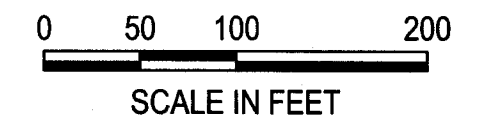
1. LOT 1, BLOCK 4, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.
2. LOT 6, BLOCK 2, SHALL HAVE A PRESSURIZED PUMP STATION IN PLACE AND WILL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION.

"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: _____

Located In
A Portion of
E² SW⁴, Section 29
Township 10 South, Range 17 East Boise
Meridian
Twin Falls County, Idaho
2022

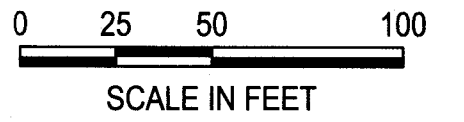
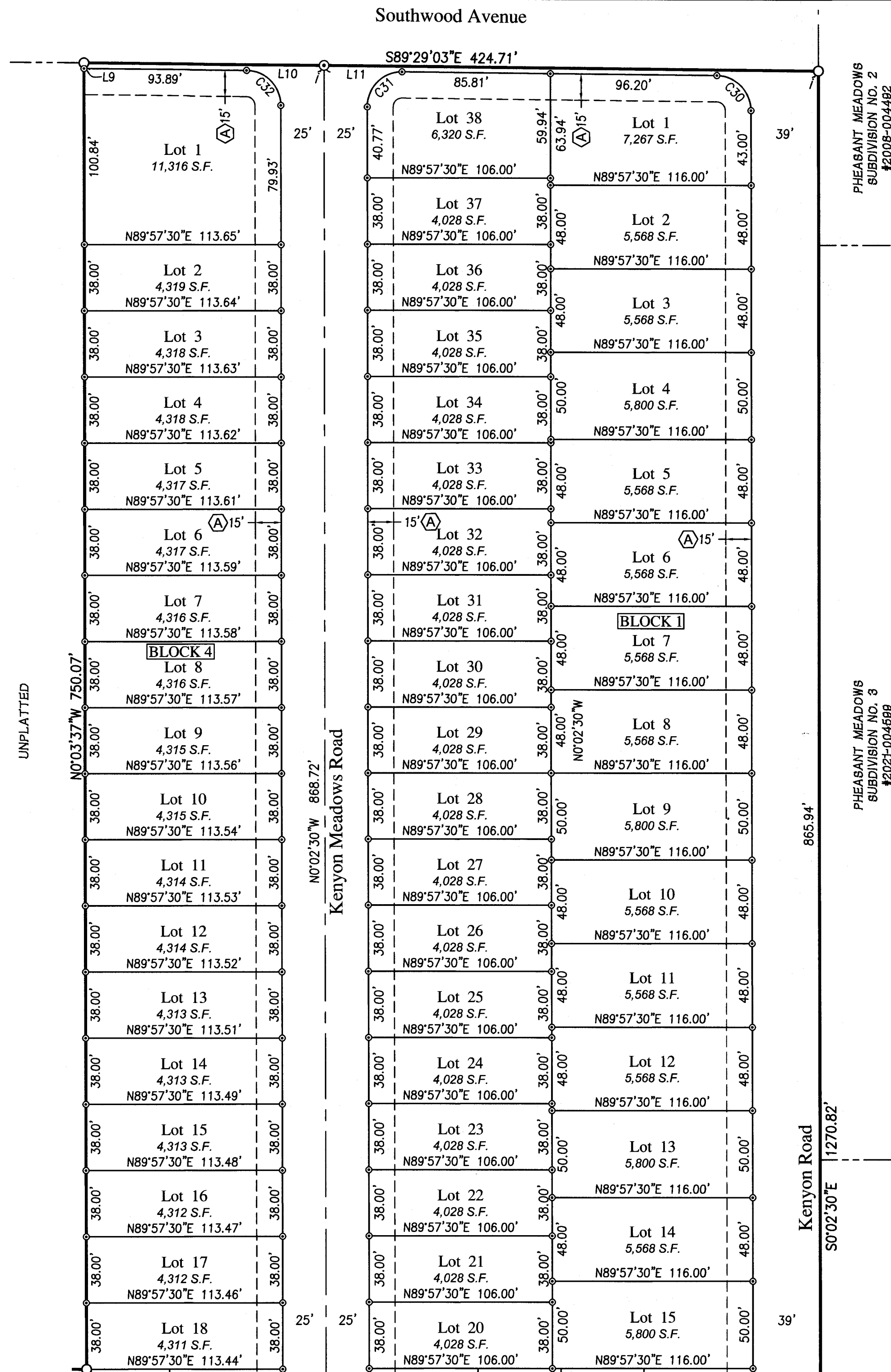


SUBDIVISION BOUNDARY LINE	
SECTION LINE	
QUARTER SECTION LINE	
EASEMENT LINE	
ADJACENT PROPERTY LINE	
CENTERLINE OF STREET	
LOT LINE	
CALCULATED POINT (NOT SET)	
FOUND BRASS CAP	
FOUND ALUMINUM CAP	
FOUND 5/8" REBAR LS 10110 (OR AS NOTED)	
5/8" x 24" REBAR & CAP TO BE SET - LS 10110	
1/2" x 24" REBAR & CAP TO BE SET - LS 10110	

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY OF THE PARCEL OF LAND DESIGNATED AS "PARCEL 3" AS SHOWN ON THAT CERTAIN RECORD OF SURVEY, RECORDED AS INSTRUMENT NO. 2019-008718 FOR A FINAL SUBDIVISION PLAT. MONUMENTS WERE FOUND AT THE BOUNDARY CORNERS, SECTION AND QUARTER CORNERS. THESE MONUMENTS ARE OF RECORD PER PREVIOUS RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS.

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.

EHM Engineers, Inc.



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C30	89°26'33"	20.00'	31.22'	28.15'	19.81'	N44°45'46"W
C31	90°33'27"	20.00'	31.61'	28.42'	20.20'	S45°14'14"W
C32	89°26'33"	20.00'	31.22'	28.15'	19.81'	N44°45'46"W

Line Table

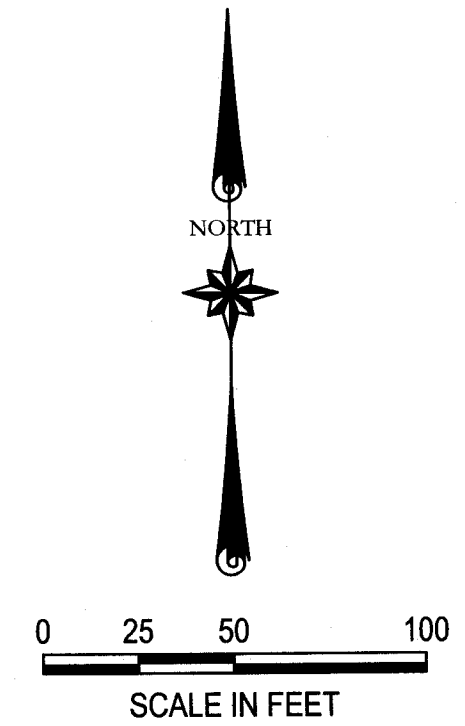
LINE #	BEARING	DISTANCE
L9	N0°03'37"W	3.23'
L10	S89°29'03"E	138.70'
L11	S89°29'03"E	286.01'

Easement Key

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



See Sheet 2 of 5



Easement Key

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

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C25	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°57'30"E
C26	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°02'30"E
C27	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°57'30"W
C28	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°02'30"W
C29	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°57'30"E

Line Table

LINE #	BEARING	DISTANCE
L1	N0°30'44"E	13.00'
L2	S47°27'09"W	10.20'
L3	S47°27'09"W	49.02'
L4	S47°27'09"W	29.29'
L5	N0°02'30"W	2.38'
L6	N0°30'44"E	25.00'
L7	N0°30'44"E	34.30'
L8	S0°02'30"E	8.91'

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°02'30"W
C2	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°57'30"E
C3	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°02'30"W
C4	49°59'41"	20.00'	17.45'	16.90'	9.33'	N24°57'21"E
C5	40°47'16"	50.00'	35.59'	34.85'	18.59'	S29°33'33"W
C6	33°03'00"	50.00'	28.84'	28.44'	14.83'	S7°21'35"E
C7	18°39'47"	50.00'	16.29'	16.21'	8.22'	S33°12'58"E
C8	18°39'47"	50.00'	16.29'	16.21'	8.22'	S51°52'45"E

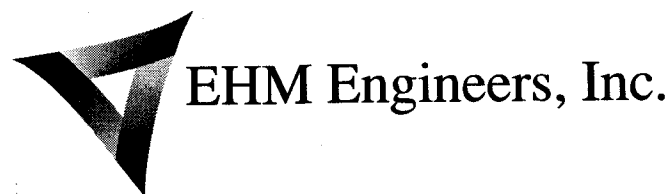
Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C9	40°01'03"	50.00'	34.92'	34.22'	18.21'	S81°13'09"E
C10	38°48'31"	50.00'	33.87'	33.22'	17.61'	N59°22'04"E
C11	32°46'49"	20.00'	11.44'	11.29'	5.88'	S56°21'13"W
C12	17°12'53"	20.00'	6.01'	5.99'	3.03'	S81°21'04"W
C13	63°53'46"	20.00'	22.30'	21.17'	12.47'	N58°05'37"W
C14	21°11'40"	55.00'	20.35'	20.23'	10.29'	S36°44'34"E
C15	52°19'52"	55.00'	50.23'	48.51'	27.02'	S73°30'20"E
C16	90°33'14"	20.00'	31.61'	28.42'	20.19'	N45°14'07"E

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C17	72°32'00"	55.00'	69.63'	65.07'	40.35'	N44°03'45"E
C18	89°28'26"	55.00'	85.89'	77.42'	54.50'	N36°56'28"W
C19	48°53'58"	55.00'	46.94'	45.53'	25.01'	S73°52'20"W
C20	17°45'17"	20.00'	6.20'	6.17'	3.12'	N58°18'00"E
C21	22°46'52"	20.00'	7.95'	7.90'	4.03'	N78°34'04"E
C22	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°02'30"E
C23	90°00'00"	20.00'	31.42'	28.28'	20.00'	S44°57'30"W
C24	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°02'30"E

State Highway 74
BASIS OF BEARING - SURVEY INST. #2019-008718
N89°29'16"W 2631.57'



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, LOCATED IN A PORTION OF E2 SW4, SECTION 29, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29, SAID CORNER LIES SOUTH 89°29'16" EAST 2631.57 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 29;
THENCE, ALONG THE EAST BOUNDARY OF SAID SE4 SW4 OF SECTION 29, NORTH 00°02'30" WEST 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY BOUNDARY OF STATE HIGHWAY 74 AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG SAID NORTH RIGHT-OF-WAY, NORTH 89°29'16" WEST 761.60 FEET;
THENCE, LEAVING SAID NORTH RIGHT-OF-WAY, NORTH 00°30'44" EAST 431.83 FEET;
THENCE, SOUTH 89°29'16" EAST 39.99 FEET;
THENCE, NORTH 00°03'37" WEST 88.87 FEET;
THENCE, SOUTH 89°29'52" EAST 293.00 FEET;
THENCE, NORTH 00°03'37" WEST 750.07 FEET;
THENCE, SOUTH 89°29'03" EAST 424.71 FEET TO A POINT ON SAID EAST BOUNDARY;
THENCE, ALONG SAID EAST BOUNDARY, SOUTH 00°02'30" EAST 1270.82 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 16.30 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND HE DOES HEREBY INCLUDE SAID LAND IN THIS PLAT. THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE ROAD RIGHT OF WAY AS SHOWN ON 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.

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.

NORTH 44 TWIN LLC, AN IDAHO LIMITED LIABILITY COMPANY

BY: BRAD BEAUCHAMP, GOVERNOR

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 BRAD BEAUCHAMP, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF NORTH 44 TWIN 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 _____.

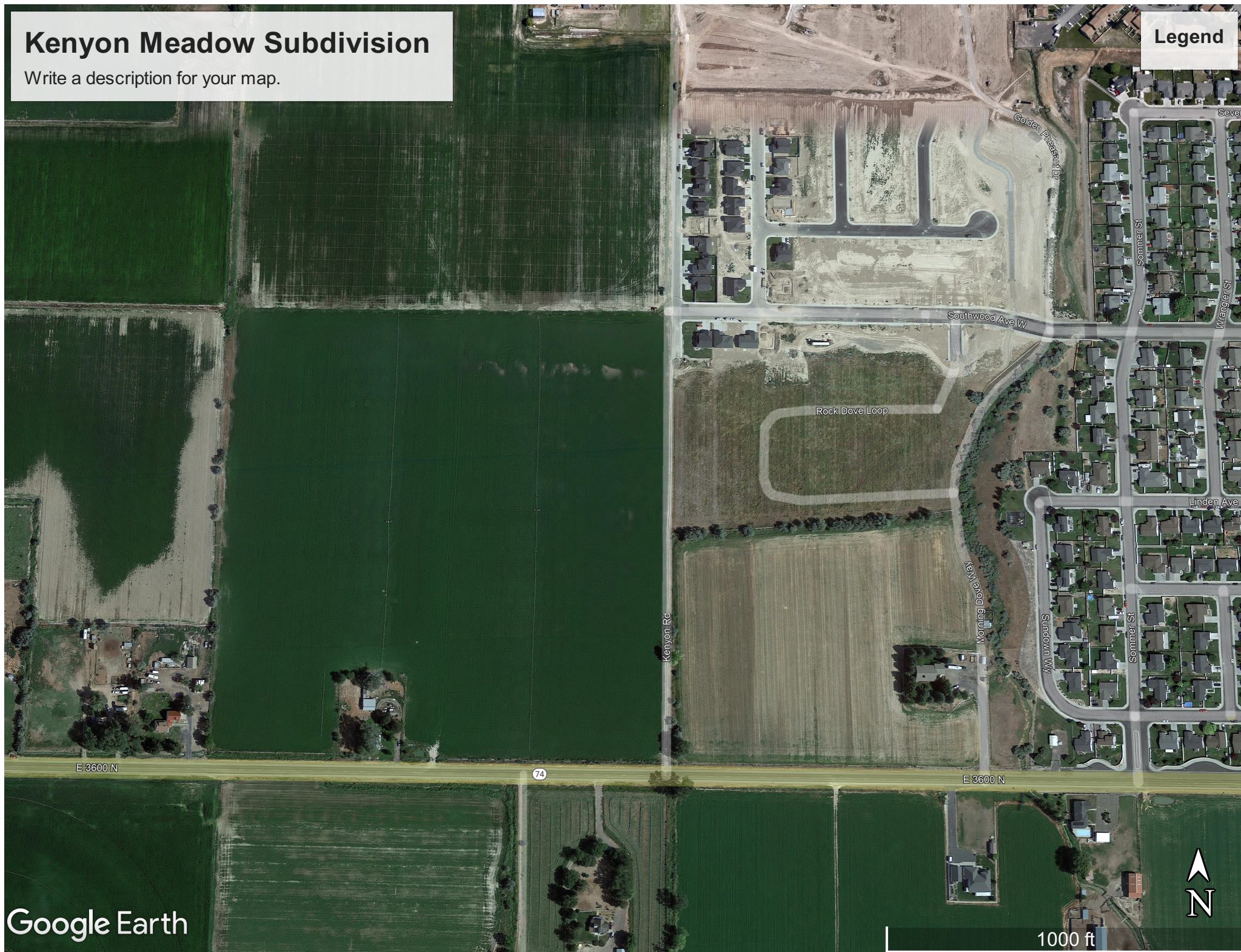
DEPUTY _____ EX-OFFICIO RECORDER _____



Kenyon Meadow Subdivision

Write a description for your map.

Legend



Google Earth



Date: Monday, June 13, 2022
To: Honorable Mayor and City Council
From: Josh Baird, Public Works Director

PRESENTATION

Request:

Reimbursement of operational expenses at the Wastewater Treatment Facility.

Time Estimate:

5 Minutes

Background:

Jacobs Engineering Group (Jacobs) provides a year-end review of the Wastewater Treatment Facility operations to determine whether actual operational costs met their proposed budget. Jacobs is providing the city a reimbursement in the amount of \$132,201.03 from operational expenses from October 2020 through September 2021.

Approval Process:

None

Budget Impact:

Jacobs is providing a reimbursement in the amount of \$132,201.03 from operational expenses from October 2020 through September 2021.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Jacobs is providing a reimbursement in the amount of \$132,201.03 from operational expenses from October 2020 through September 2021.

Attachments:

None



Date: Monday, June 13, 2022
To: Honorable Mayor and City Council
From: Mark Thomson

PRESENTATION

Request:

Paint The Plow Presentation.

Time Estimate:

5 minutes

Background:

Paint the Plow is a community outreach program in which high school students are invited to paint Twin Falls City Street Department snow plow blades with original artwork to represent their individual schools. In addition to being visible when in full service during the winter- weather months, the blades will potentially be used within the school's community to enhance public awareness, promote safety, and foster a greater appreciation of the Twin Falls Street Department and the school's art program.

Approval Process:

None

Budget Impact:

None

Regulatory Impact:

None

History:

Analysis:

Conclusion:

Attachments:

1. Paint The Plow Presentations

Forget Me Nots Paint the Plow

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2022



Forget Me Nots

Mission Statement: To serve the underserved.

The Forget Me Nots Club's goal is to spread awareness and provide resources to struggling groups, who are underserved in the community. We can make a difference in our society, and the best way to do that is to reach out and work with local organizations to help fill a void in a citizen's life.

Paint The Plow Project

Paint the Plow is a community outreach program in which students are invited to paint Twin Falls City Street Department snow plow blades with original artwork to represent their individual schools. In addition to being visible when in full service during the winter-weather months, the blades will potentially be used within the school's community to enhance public awareness, promote safety, and foster a greater appreciation of the Twin Falls Street Department and the school's art program.

Paint The Plow Details

Prompt:

- The school needs to incorporate Twin Falls beauty.
- Students may incorporate their school's logo, emblem or mascot into the design.

Awards- Best Original Design

Alex Kelley



Awards- Best Overall Project

Xavier



Awards-Best Twin Falls Theme

Rylee Thomson

