



Twin Falls City Council Agenda

Monday, September 9, 2024, 5:00 PM

Council Chambers
203 Main Avenue East Twin Falls, Idaho

Members: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Spencer Cutler, Christopher Reid, Grayson Stone, Cherie Vollmer

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS
 - a) **PRESENTATION:** Adult Literacy Week
- 4) CONSENT CALENDAR
 - a) **ACTION ITEM:** Request to approve City Council 2024 August 26, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Ratification of City Council 2024 June 24, Minutes.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve September 04, 2024, Travel Requests.
By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request to approve Accounts Payable for August 22-September 04, 2024.
By: Amy Luna, Deputy City Clerk
 - e) **ACTION ITEM:** Ratification of payment of Accounts Payable for August 8-14, 2024.
By: Amy Luna, Deputy City Clerk
 - f) **ACTION ITEM:** Request for approval of a Final Plat for Easternsun Subdivision No. 3, consisting of 17.17 acres on property located at the 400 block of Hankins Rd. (PZ24-0077)
By: William Klaver, Senior City Planner
 - g) **ACTION ITEM:** Request City Council to approve the Special Event Permit for the organizers of the annual Canyon Rim Fall Classic Soccer Tournament.
By: Lou Coronado, Sergeant, Twin Falls Police Department
 - h) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Federation Point Subdivision No. 2.**
By: Troy Vitek, City Engineer
 - i) **ACTION ITEM:** Request City Council to approve the Special Event Permit for the organizers of the Haunted Swamp event.
By: Lou Coronado, Sergeant, Twin Falls Police Department
- 5) ITEMS OF CONSIDERATION
 - a) **PRESENTATION:** Presentation to recognize Twin Falls Fire Department's newly promoted Captain Gerald Dillman, and Driver Kile Larsen along with taking their oath of office and pinning their new rank badges.
By: Les Kenworthy, Fire Chief
 - b) **ACTION ITEM:** Request to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2024, to September 30, 2027.
By: Les Kenworthy, Fire Chief
 - c) **PRESENTATION:** A presentation on PSI's work to maintain the City's recycling collection program in lieu of Magic Valley Recycling's closure in August.
By: Justin Ash, Water Manager
 - d) **ACTION ITEM:** Request to award the bid for a Type 6 Brush Truck to Cascade Fire Equipment in the amount of \$184,253.
By: Mandi Thompson, Assistant to the City Manager
 - e) **ACTION ITEM:** Request to approve and adopt Resolution 2024-009 declaring Transmap as the sole source supplier for Pavement Asset Management and Maintenance that is specific to the needs of the Twin Falls Street Department.
By: Erin Steel, Assistant Public Works Director
 - f) **ACTION ITEM:** Request for approval of Ordinance #2024-012, a Zoning Title Amendment to Title 10 Chapter 11: Required Improvements and Chapter 13: Building Permits.
By: Jonathan Spendlove, Planning & Zoning Director

- 6) GENERAL PUBLIC INPUT
- 7) ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) 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:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

Public input will not be about any of the items that were on this agenda, personnel, or a personnel-related issue. All issues involving City personnel should be directly communicated with the mayor and/or the City Manager.

Anyone failing to follow these rules will be provided with one (1) warning. Should the speaker continue to disregard these rules after the warning, will have the microphone muted and they will be asked to return to their seats.

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 of the
City of Twin Falls*

Proclamation

National Adult Education & Family Literacy Week

(September 16-20, 2024)

WHEREAS: more than 43 million Americans can't read or write at the most basic level while 62.7 million lack basic math skills, as well as the credentials and skills necessary to succeed in post-secondary education; and

WHEREAS: every year, one in three young adults drops out of high school; and

WHEREAS: 101,076 working-age adults (18-64) in the state of Idaho are without a high school credential.

WHEREAS: Adult Education programs contribute to solving these challenges by helping Americans move along the continuum in their educational journey to achieve basic skills and get prepared for career and college; and

WHEREAS: Adult Education programs in community colleges and Idaho Department of Corrections offer low cost, high value programs that upgrade the skill set of our citizens; and

WHEREAS: our state celebrates Adult Education and Family Literacy Week as a proud participant in the national Educate & Elevate Campaign which helps our citizens learn about all their Adult Education options to attain their professional and personal goals.

THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim the week of September 16th through 21st as

ADULT LITERACY WEEK

in the City of Twin Falls.

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

Ruth Pierce, Mayor
City of Twin Falls

Amy Luna
Deputy City Clerk



Twin Falls City Council Minutes

Monday, August 26, 2024, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Ruth Pierce, Vice Mayor Jason Brown, Council Members Craig Hawkins, Christopher Reid, Spencer Cutler & Cherie Vollmer.

Absent: Council Member Grayson Stone

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Transit Coordinator Maxine Durand, URA Director Shawn Barigar, Police Chief Craig Kingbury, Police Lieutenant Terry Thueson, CSO III Courtney Cunningham, Assistant to the City Manager Mandi Thompson, Public Information Coordinator Joshua Palmer, Deputy City Clerk Amy Luna.

Mayor Pierce called the meeting to order at 5:00 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) CONSENT CALENDAR

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- a) Request to approve City Council 2024 August 19, Minutes.
- b) Request to approve Accounts Payable for August 15-21, 2024.
- c) Request to approve August 21, 2024, Travel Requests.
- d) Request to approve 2024 July Wells Fargo Credit Card Summary.
- e) Request City Council to approve the Special Event Permit for the organizers of the Twin Falls Hispanic Heritage Festival event.
- f) Request City Council to approve the Special Event Permit for the organizers of the Twin Falls Oktoberfest event.
- g) Request to accept the Improvement Agreement for the purpose of developing **Little Creek Subdivision**.
- h) Request City Council to approve the Special Event Permit for the organizers of the End of Summer Jam event.
- i) Request to accept the Improvement Agreement for the purpose of developing **Westpark Commercial Subdivision No. 12**.
- j) Request to approve a Trust Agreement for the **Little Creek Subdivision**, placing all lots in trust.
- k) Request to declare equipment #8220 2014 Ford 250 Super Duty surplus and authorize its sale by online auction.

4) ITEMS OF CONSIDERATION

- a) Presentation on Ride TFT - Year 1 Status Review

Transit Coordinator Durant made a presentation on Ride TFT's One-Year Status.

Discussion ensued on the following:

Council Member Vollmer: Thanked the presenter and asked for clarification.

Council Member Cutler: Commented on the wait times.

Council Member Reid: Asked for clarification on the heat map.

Mayor Pierce: Asked how many vehicles Idaho Falls has.

- b) Request to adopt Ordinance No. O-2024-014 terminating the Urban Renewal Plan for the Washington Street South Urban Renewal Project and the Washington Street South Revenue Allocation Area.

URA Director Barigar requested to adopt **Ordinance #O-2024-014** terminating the Urban Renewal Plan for the Washington Street South Urban Renewal Project and the Washington Street South Revenue Allocation Area.

Discussion ensued on the following: None.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put **Ordinance #2024-014** on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Mayor Pierce read **Ordinance O-2024-014** by title only.

MOTION: Vice Mayor Brown moved to approve the request to adopt **Ordinance O-2024-014** terminating the Urban Renewal Plan for the Washington Street South Urban Renewal Project and the Washington Street South Revenue Allocation Area. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Request to consider Resolution No. R-2024-008 accepting the Eligibility Report for the proposed Southwest Revenue Allocation Area, dated August 2024, and directing the Urban Renewal Agency to proceed with the preparation of an urban renewal plan for the area.

URA Director Barigar requested to consider **Resolution #R-2024-008** accepting the Eligibility Report for the proposed Southwest Revenue Allocation Area, dated August 2024, and directing the Urban Renewal Agency to proceed with the preparation of an urban renewal plan for the area.

Discussion ensued on the following: None.

MOTION: Vice Mayor Brown moved to approve the request to adopt **Resolution #R-2024-008** accepting the Eligibility Report for the proposed Southwest Revenue Allocation Area, dated August 2024, and directing the Urban Renewal Agency to proceed with the preparation of an urban renewal plan for the area. **Council Member Cutler** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- d) Informational presentation regarding downtown loitering issues.

Police Lieutenant Thueson led an informational discussion regarding downtown loitering issues.

Discussion ensued on the following:

Vice Mayor Brown: Ask what the time was for these incidents.

Mayor Pierce: Asked for some clarification and if the individual was drinking on video.

Vice Mayor Brown: Asked if these groups also hang out at other locations.

Council Member Reid: Would this be a city-wide initiative? Is

Mayor Pierce: Asked what the curfew rules are for the City of Twin Falls.

5) GENERAL PUBLIC INPUT

6) ADVISORY BOARD REPORT/ANNOUNCEMENTS

City Manager Rothweiler advised on the following:

- Closed September 2, 2024, for the Labor Day Holiday
- No Council meeting on September 3, 2024.
- The State of the City address on September 4, 2024 from 7-9 a.m. at 2nd Street Market.
- On September 16, 2024, there will be a Public Hearing for the In and Out Burger appeal.
- On September 23, 2024, there will be a joint workshop for the Title 10 rewrite.

7) EXECUTIVE SESSION

- a) § 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 and (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.

MOTION: Council Member Reid moved to adjourn to Executive Session 74206(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; and (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; **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

8) ADJOURNMENT

Adjourned into executive session at 05:49 p.m. The regular meeting adjourned at 7:00 p.m.

Amy Luna, Deputy City Clerk

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)



Twin Falls City Council Minutes

Monday, June 24, 2024, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Vice Mayor Jason Brown, Council Members Christopher Reid, Spencer Cutler, Cherie Vollmer & Grayson Stone.
Absent: Mayor Ruth Pierce, Council Member Craig Hawkins
Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton (via Teams), Police Chief Craig Kingsbury, Fire Chief Les Kingsbury, Parks & Recreation Director Wendy Davis, Water Superintendent Rob Bohling, Planning & Zoning Director Jonathan Spendlove, Pool Supervisor John Pauley, Desktop Support Technician Kim Hafer, P&R Project Coordinator Eloise Joseph, Deputy City Clerk Amy Luna

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

2) PLEDGE OF ALLEGIANCE

Vice Mayor Jason Brown invited all present, who wished, to recite the Pledge of Allegiance to the Flag.

3) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- Request to approve City Council 2024 June 17, Minutes.
- Request to approve Accounts Payable for June 6-12, 2024.
- Request to approve the 2024-2025 Alcohol Licenses
- Request to approve June 19, 2024, Travel Requests.
- Request to accept the Improvement Agreement for the purpose of developing **Easternsun Subdivision No. 3**.

4) ITEMS OF CONSIDERATION

- Consider a recommendation from Mayor Pierce to re-appoint Camille Barigar and Tim Hafer to the Public Art Commission.
Deputy City Manager Humble requested considering a recommendation from Mayor Pierce to re-appoint Camille Barigar and Tim Hafer to the Public Art Commission.

Discussion ensued on the following:

Council Member Reid: Spoke in support of this request.

MOTION: Council Member Reid moved to approve the request to re-appoint Camille Barigar and Tim Hafer to the Public Art Commission. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- Consider a recommendation from the Public Art Commission to allocate up to \$15,000 from the Public Art Reserve Fund to replace the murals in the downtown commons.
P&R Director Davis made a recommendation from the Public Art Commission to allocate up to \$15,000 from the Public Art Reserve Fund to replace the murals in the downtown commons.

Discussion ensued on the following:

Council Member Reid: Spoke in favor of this request.

Vice Mayor Brown: Asked what will happen to the existing artwork. What is the selection process?

MOTION: Council Member Reid moved to approve the recommendation from the Public Art Commission to allocate up to \$15,000 from the Public Art Reserve Fund to replace the murals in the downtown commons. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- Consideration to award the bid for the 2024 11th Avenue East project to Idaho Materials & Construction in the amount of \$675,720.20 and authorize a contingency in the amount of \$50,000 for potential change orders.
Water Superintendent Bohling requested consideration to award the bid for the 2024 11th Avenue East project to Idaho Materials & Construction in the amount of \$675,720.20 and authorize a contingency in the amount of \$50,000 for potential change orders.

Discussion ensued on the following:

Council Member Reid: What is the time frame for this project?

Vice Mayor Brown: Asked for some clarification.

MOTION: Council Member Cutler moved to approve the request to award the bid for the 2024 11th Avenue East project to Idaho Materials & Construction in the amount of \$675,720.20 and authorize a contingency in the amount of \$50,000 for potential change orders. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- d) Request to allocate \$22,585.00 from contingency to continue the Title 10 Rewrite Contract.
P&Z Director Spendlove requested to allocate \$22,585.00 from contingency to continue the Title 10 Rewrite Contract.

Discussion ensued on the following:

Council Member Stone: What is the relationship like, and what is the likelihood of getting to the finish line?

Council Member Reid: What is the time frame that we are looking at?

Council Member Stone: Asked if the motion could be modified.

Vice Mayor Brown: At what percentage do you believe us to be? For what we intended for this rewrite, how much more do we need?

Council Member Reid: At what point, and time would you know that you will be able to hit the 6-month deadline?

Vice Mayor Brown: Asked for clarification on the direction of the request.

Deputy City Manager Humble: Gave some clarification and direction.

MOTION: Council Member Stone moved to approve the request to allocate \$22,585.00 from contingency to continue the Title 10 Rewrite Contract. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- e) Consider a request to reject the single bid received for the Canyon Trail Junction Project in accordance with Idaho Statute 67-2805.
P&R Director Davis made a request to reject the single bid received for the Canyon Trail Junction Project in accordance with Idaho Statute 67-2805.

Discussion ensued on the following:

Vice Mayor Brown: Asked for some clarification.

MOTION: Council Member Vollmer moved to approve the request to reject the single bid received for the Canyon Trail Junction Project in accordance with Idaho Statute 67-2805. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- f) A presentation and update on the preliminary remodel concept for the City Pool.
Deputy City Manager Humble gave a presentation and update on the preliminary remodel concept for the City Pool.

Discussion ensued on the following:

Council Member Vollmer: Spoke in favor of this remodel. Asked about the direct line of sight from the vestibule.

Vice Mayor Brown: Spoke in favor of this design.

5) GENERAL PUBLIC INPUT

6) ADVISORY BOARD REPORT/ANNOUNCEMENTS

Deputy City Manager Humble reported on the following

On Thursday, June 27, 2024, at 5:00 pm there will be an open house at Harmon Park regarding the skate park.

July 1, 2024, City Council meeting will be the Budget kickoff. Budget books will be available later this week.

The July 8, 2024, City Council meeting has been canceled.

7) ADJOURNMENT

The meeting adjourned at 05:48 PM.



Amy Luna, Deputy City Clerk

****If you wish to have a full accounting of this meeting, please listen to the recording that is located on our website. **** [Tfid.org](https://www.tfid.org)



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for Easternsun Subdivision No. 3, consisting of 17.17 acres on property located at the 400 block of Hankins Rd. (PZ24-0077)

Time Estimate:

Consent Calendar Item

Background:

Gerald Martens, represented by David Thibault of EHM Engineers, Inc. is proposing a sixty-two (62) lot subdivision on approximately 17.17 acres. This portion of development is part of the Easternsun Subdivision.

Approval Process:

Per City Code 10-12-2-4

After the approval or conditional approval of the preliminary plat, the subdivide may cause the total parcel or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. Upon the determination that the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the administrator shall place the final plat on the council agenda at the next regular meeting.

The council shall approve, approve conditionally, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat the council shall specify: Approval Period: Final plat shall be filed with the county recorded within two years after written approval by the council, otherwise such approval shall become null and void unless prior to said expiration date an extension of time is applied for by the subdivider and granted by the council. Only one extension may be granted by the council for a term of two years.

Budget Impact:

N/A

Regulatory Impact:

After a final plat is approved by the Council and construction plans approved, the final plat may be recorded, and lots sold for development. All general criteria for approval must be met per State Statute 50-Chapter 13 and shall be compatible with the Comprehensive Plan.

History:

N/A

Analysis:

N/A

Conclusion:

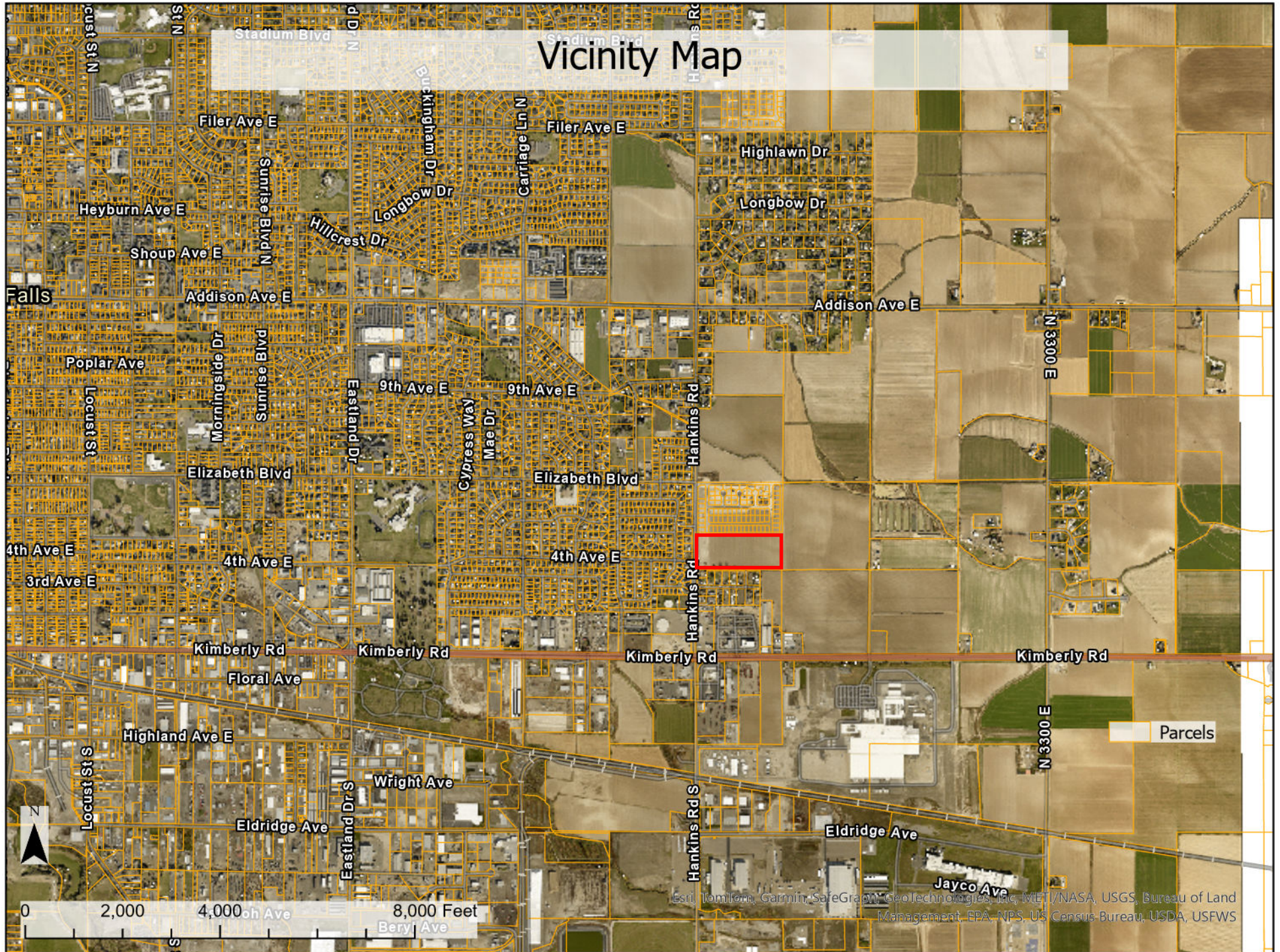
Staff recommends approval of this plat with the following condition:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a final plat, submitted prior to the signing of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated July 3, 2024.

Attachments:

1. PZ24-0077 Vicinity Map
2. PZ24-0077 Engineering Memorandum - 7.3.24
3. PZ24-0077 Final Plat Markup - Engineering

Vicinity Map





P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator

Date: 7/3/2024

Re: Final Plat – **Easternsun Subdivision No. 3** – Application # 24-0077

The Engineering Department has reviewed the Final Plat for the Easternsun Subdivision No. 3. The following changes shall be addressed prior to signatures on the Final Plat by the City of Twin Falls Mayor and City Engineer. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. Sheet 1 – Add the word **public** before utility easement in the notes section.
2. Sheet 2 & 3 – Curves C9, C15, C16, & C17 shall be a 30' radius.
3. Sheet 2 & 3 – Block 5, Lots 1-15 rear lot line total distance does not match Block 5, Lots 16-24 rear lot line total distance.
4. Sheet 2 & 3 – Please include the Legend on these sheets.
5. Sheet 1, 2 & 3 – Easement "A" should be a **Public** Utility Easement.
6. Sheet 4 – Under the Certificate of Owners, under the signature line it should read **Gerald Martens, a married man dealing with his sole and separate property.**
7. Sheet 5 – Add the word **find** before the word "that" under the County Surveyor's Certificate.
8. Sheet 5 – Add the word **Deputy** in front of the words City Clerk under Approval of City Council.
9. General Comment – Please submit a new Improvement Agreement as requested in my email sent 6-5-24. The one that was submitted is not the most current version.
10. General Comment- Please submit a water share certificate for 17.17 Twin Falls Canal Company water shares before submitting the mylars to the City of Twin Falls for signatures.

If you have any questions, please contact Kristi Fehringer at 735-7332 or email at kfehringer@tfid.org

Sincerely,

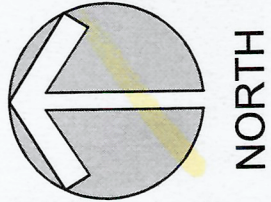
A handwritten signature in blue ink, appearing to read "Kristi Fehringer", with a stylized flourish at the end.

Kristi Fehringer, Engineering Development Coordinator

Cc: Subdivision File

EASTERNSUN SUBDIVISION NO. 3

Located In
A Portion of
N² SW ⁴, Section 13
Township 10 South, Range 17 East,
Boise Meridian
Twin Falls County, Idaho
2024



RECEIVED
MAY 17 2024
CITY OF TWIN FALLS
ENGINEERING DEPT.



Legend

- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- QUARTER SECTION LINE
- EASEMENT LINE
- CENTERLINE OF STREET
- LOT LINE
- FOUND ALUMINUM CAP
- FOUND 5/8" REBAR SET 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
- SET 5/8" x 24" REBAR & CAP - 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

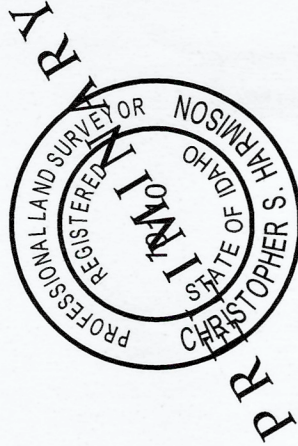
THE PURPOSE OF THIS SURVEY IS TO LOCATE AND MONUMENT THE BOUNDARY, EASTERNSUN SUBDIVISION NO. 3, WHICH IS A PORTION OF THE N2 SW4 OF SECTION 13.

MONUMENTS WERE FOUND AT THE NW, NE AND SE CORNER OF SAID N2 SW4 OF SECTION 13. THE SW CORNER WAS SET BY SINGLE PROPORTION.

MONUMENTS WERE SET AT THE SUBDIVISION CORNER, EXCEPT THE NW CORNER.

Line Table

LINE #	BEARING	DISTANCE
L1	S89°55'14"E	156.00'
L2	S0°04'46"W	4.82'
L3	N0°14'06"E	2.97'
L4	N89°49'17"E	149.00'



Survey References

#2023-013779 - EASTERNSUN SUBDIVISION
#2022-005735
#2019-005837
#2018-016319
#2015-021727
#2015-011142
#2014-017194
#2008-022170
#2005-008079
#1994-014393
#0000-948493
#0000-826279
#0000-535797 - LITTLE ACRES SUBDIVISION

Deed References

#2021-013280

Easement Key

- Public UTILITY EASEMENT
- IRRIGATION EASEMENT



EHM Engineers, Inc.

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 FAILS TO 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:

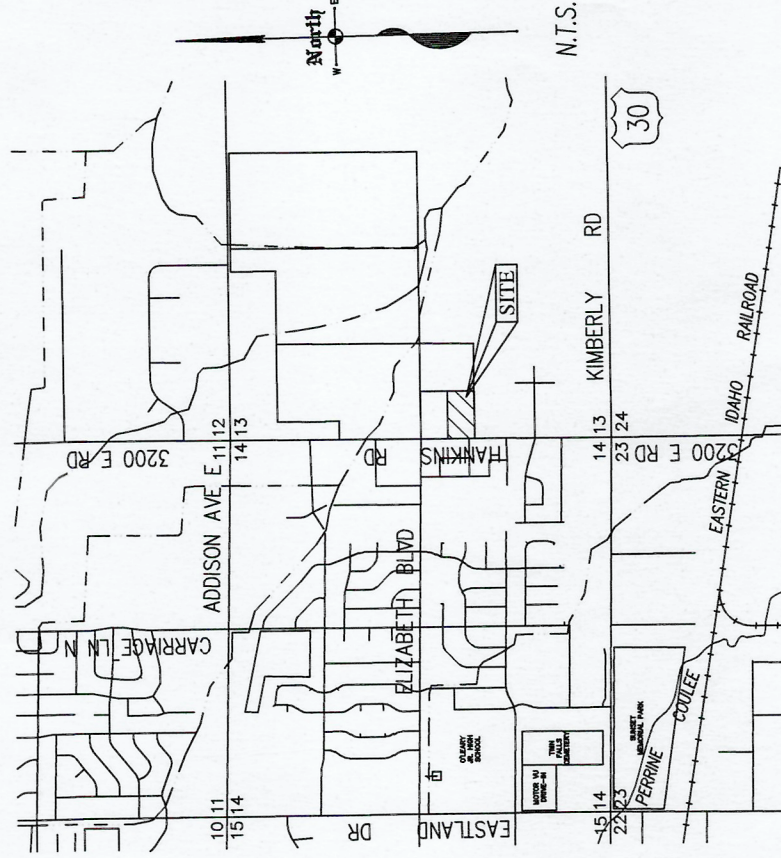
Notes:

A 15 FOOT WIDE UTILITY EASEMENT EXISTS ADJACENT TO ALL FRONT LOT LINES AND ADJACENT TO STREET FRONTTAGES.

NO ACCESS SHALL BE PERMITTED ONTO COLLECTOR OR ARTERIAL STREETS. RESIDENTIAL LOTS ADJACENT TO HANKINS ROAD OR EASTERN SUN DRIVE SHALL BE ACCESSED FROM THE INTERIOR RESIDENTIAL ROADWAYS. ACCESS ONTO 4TH AVENUE EAST WILL BE PERMITTED WITH AN ON-SITE TURN-AROUND.

Vicinity Map

n.t.s



13
14' FOUND ALUMINUM CAP
C.P. #2012-014684

REAL POINT
OF BEGINNING

752.30'
BASIS OF BEARING - SURVEY INST. #2023-013779
GEMSTONE SUBDIVISION
#0000-728480
NO 04°46'E 2643.72'
569.56'

1321.86'
FOUND ALUMINUM CAP
C.P. #2012-014683

14 13 24

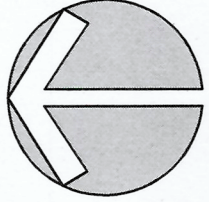
LITTLE ACRES SUBDIVISION
#0000-535797

SHEET 3
SHEET 2

UNPLATTED

UNPLATTED
S0°14'06"W 566.96'

1323.02'
S89°48'34"W
LS 11118



NORTH



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	89°43'48"	30.00'	46.98'	42.33'	29.86'	S44°56'40"W
C2	16°33'16"	239.00'	69.05'	68.81'	34.77'	N81°31'56"E
C3	1°38'28"	239.00'	6.85'	6.85'	3.42'	N72°26'04"E
C4	18°11'44"	161.00'	51.13'	50.91'	25.78'	S80°42'42"W
C5	18°11'44"	200.00'	63.51'	63.25'	32.03'	S80°42'42"W
C6	18°11'44"	200.00'	63.51'	63.25'	32.03'	N80°42'42"E
C7	90°16'12"	30.00'	47.27'	42.53'	30.14'	S45°03'20"E
C8	87°50'14"	30.00'	45.99'	41.62'	28.89'	N43°59'53"E
C9	90°16'12"	20.00'	31.51'	28.35'	20.09'	S45°03'20"E
C10	89°43'48"	20.00'	31.32'	28.22'	19.91'	S44°56'40"W
C11	90°16'12"	20.00'	31.51'	28.35'	20.09'	S45°03'20"E

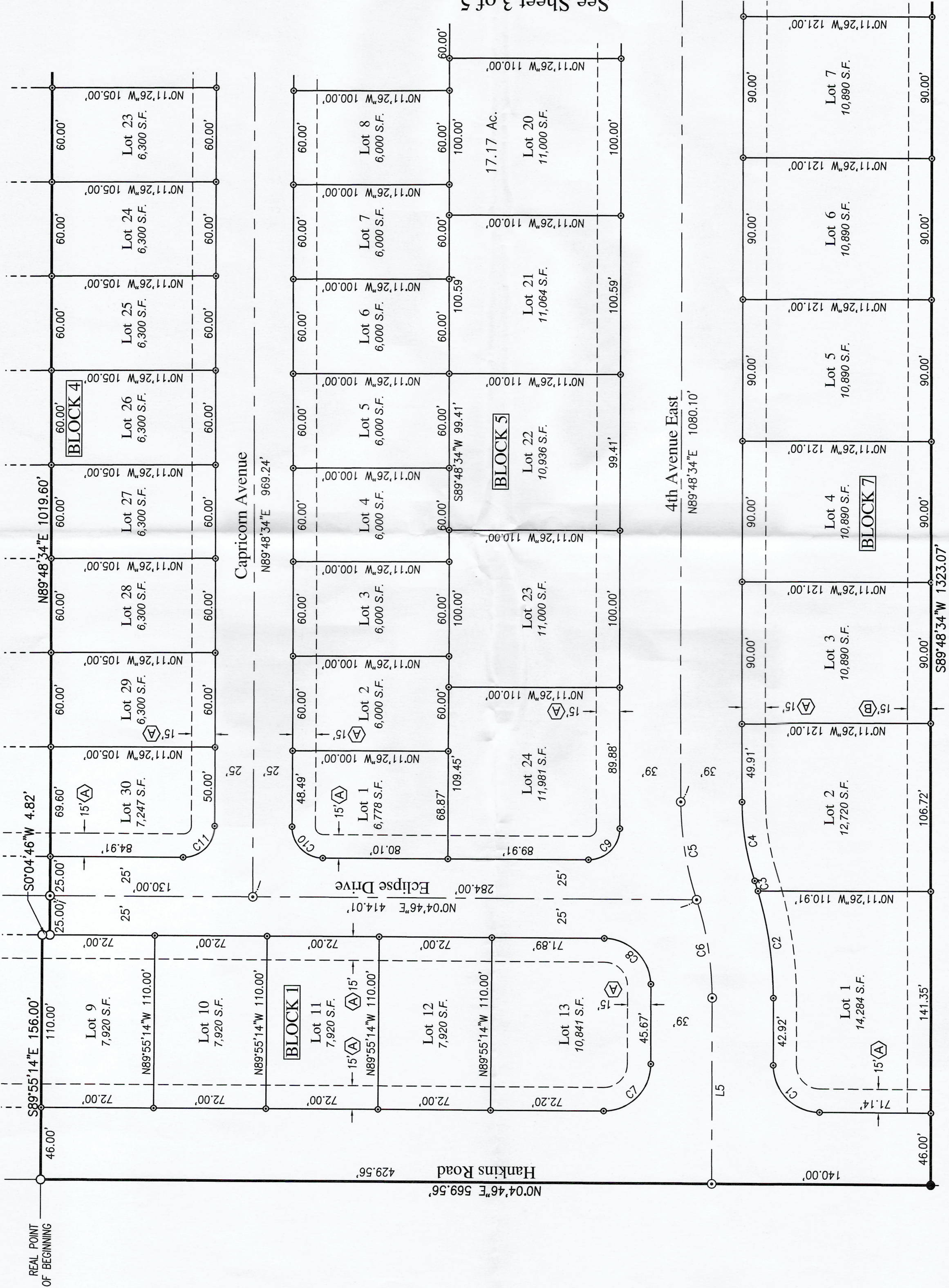
Line Table

LINE #	BEARING	DISTANCE
L5	S89°48'34"W	118.60'

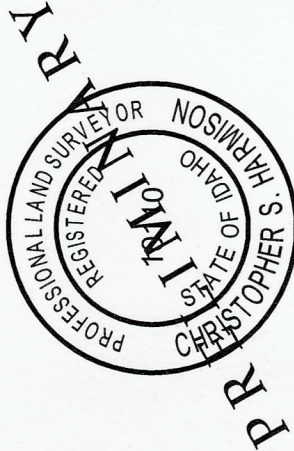
Easement Key

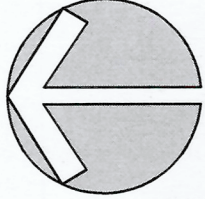
- UTILITY EASEMENT

IRRIGATION EASEMENT

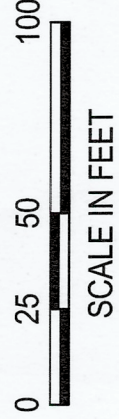


EHM Engineers, Inc.





NORTH



Curve Table

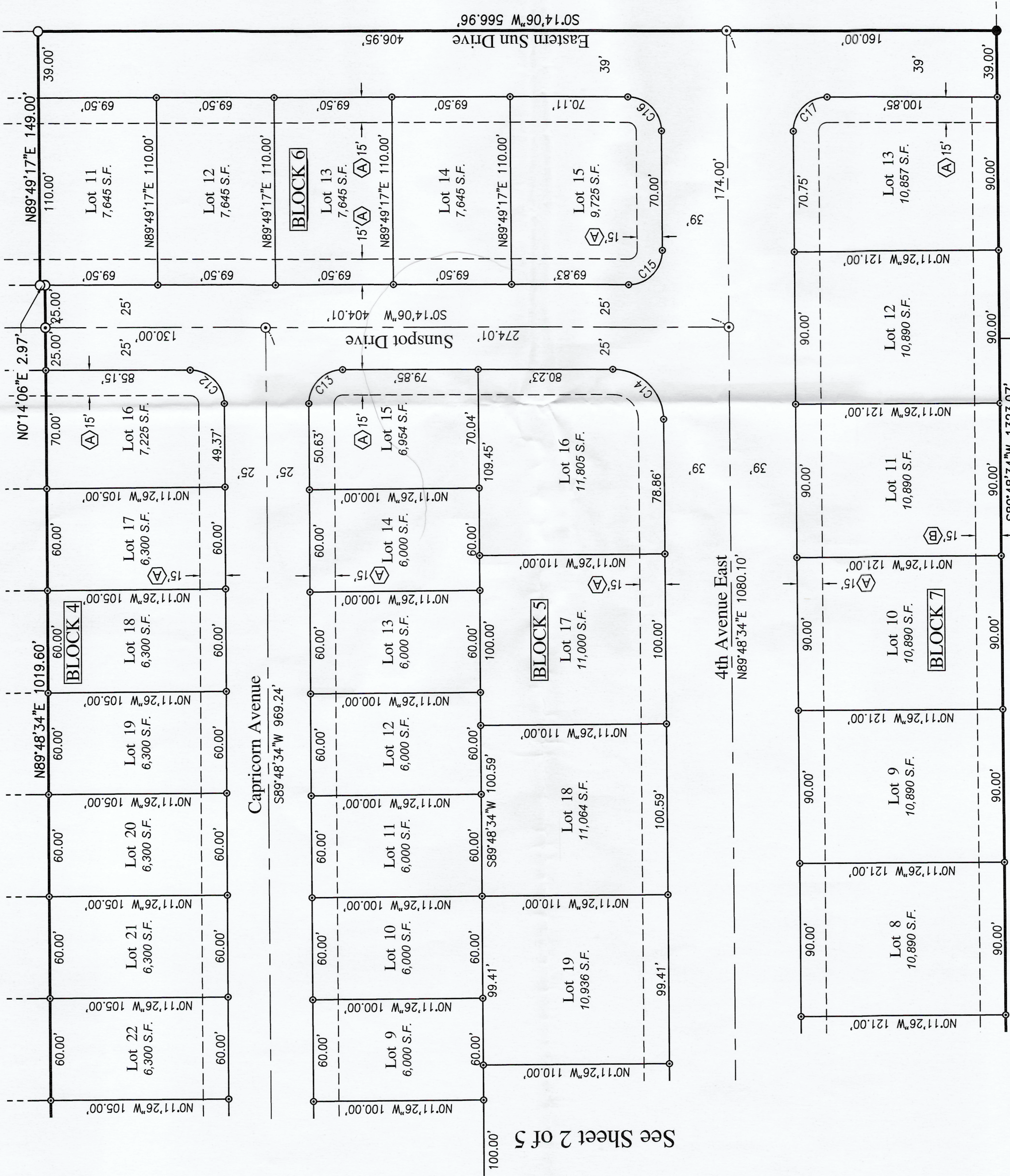
CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C12	89°34'28"	20.00'	31.27'	28.18'	19.85'	N45°01'20"E
C13	90°25'32"	20.00'	31.56'	28.39'	20.15'	N44°58'40"W
C14	89°34'28"	30.00'	46.90'	42.27'	29.78'	N45°01'20"E
C15	90°25'32"	20.00'	31.56'	28.39'	20.15'	S44°58'40"E
C16	89°34'28"	20.00'	31.27'	28.18'	19.85'	N45°01'20"E
C17	90°25'30"	20.00'	31.56'	28.39'	20.15'	N44°58'40"W

Easement Key

- A

UTILITY EASEMENT
- B

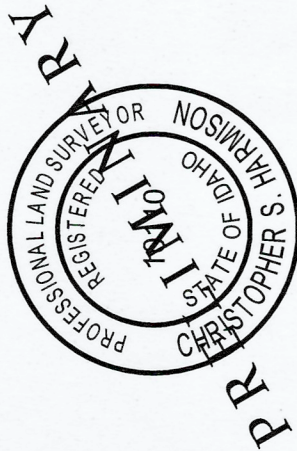
IRRIGATION EASEMENT



See Sheet 2 of 5



EHM Engineers, Inc.



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 A PORTION OF THE N2 SW4 OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 13;
THENCE, ALONG THE WEST BOUNDARY OF SAID N2 SW4 OF SECTION 13, SOUTH 00°04'46" WEST 752.30 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN MAP ENTITLED "EASTERNSUN SUBDIVISION", RECORDED NOVEMBER 3, 2023 AS INSTRUMENT NO. 2023-013779 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE SOUTH BOUNDARY OF SAID MAP, SOUTH 89°55'14" EAST 156.00 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, SOUTH 00°04'46" WEST 4.82 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, NORTH 89°48'34" EAST 1019.60 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, NORTH 00°14'06" EAST 2.97 FEET;
THENCE, CONTINUING ALONG SAID SOUTH BOUNDARY, NORTH 89°49'17" EAST 149.00 FEET TO THE SOUTHEAST CORNER THEREOF;
THENCE, SOUTH 00°14'06" WEST 566.96 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID N2 SW4 OF SECTION 13;
THENCE, ALONG SAID SOUTH BOUNDARY, SOUTH 89°48'34" WEST 1323.07 FEET TO THE SOUTHWEST CORNER THEREOF;
THENCE, ALONG SAID WEST BOUNDARY OF THE N2 SW4 OF SECTION 13, NORTH 00°04'46" EAST 569.56 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 17.17 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO 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 TWIN FALLS.

A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY

BY: GERALD MARTENS, INDIVIDUAL

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

ON THIS DAY OF 2024, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD MARTENS, A MARRIED MAN DEALING WITH HIS SOLE AND SEPARATE PROPERTY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON, WHOSE NAME SUBSCRIBED TO THE FOREGOING 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.

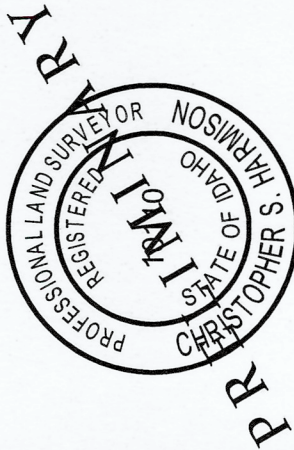
NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

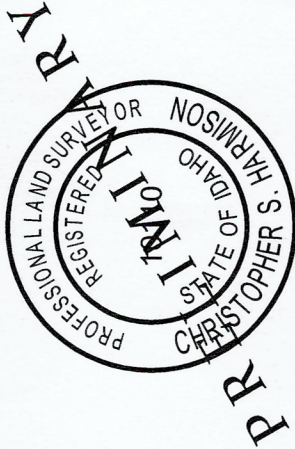


EHM Engineers, Inc.



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 _____, 2024.

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 _____) ss
COUNTY OF _____)
ON THIS _____ DAY OF _____, 2024, 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) ss
COUNTY OF TWIN FALLS)

ON THIS _____ DAY OF _____, 2024, 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 _____



EHM Engineers, Inc.

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 26 day of August, 2024, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and David Scaggs hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Federation Point No. 2, a ZDA.

WHEREAS, Developer desires to develop said real property for the following purposes: Multi-family Housing Development.

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

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

WHEREAS, the City has certain policies, ordinances, rules and regulations governing the construction of public 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 and which are presently within or subsequently annexed into the City limits. (2) To operate and

maintain all approved public water lines, public pressure irrigation lines, public storm drainage lines, and public sewer lines constructed under the terms of this Agreement in any public rights-of-way or public 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) Public Storm Water facilities will be located in an exclusive stormwater easement. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the property on which the utility resides.

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 twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, 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.

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

1. Treasurer or Trust Company - A cash deposit or certified check shall be deposited by the City. After the improvements have been accepted, the funds will be reimbursed. 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 twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
 3. Time - The 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 one extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall hold a pre-construction meeting, including the City Engineering Department, design engineer and contractor. Engineer of record will 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, request for change orders and construction diaries to the City Engineering department every week during the construction of the development or subdivision.
- g. Submit to the City Engineer As-builts for the City records showing any approved changes to the original plans and specifications. A 24" x 36" complete plan set (stamped & signed), a pdf, and an AutoCAD file of the plans shall be provided within thirty (30) days after completion of the project.
- h. The developer's engineer shall submit an Engineer's Check-off and certification form stating that the work has been constructed in conformance to the plans and specifications, and thereby certifying that improvements were constructed to the lines and grades shown.

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

It shall be the responsibility of the 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 ISPWC.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct independent testing (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 inspections are complete and the work has been accepted by the Developer's Engineer and the City Engineer. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to ISPWC, as adopted at time of construction plan approval. The 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's contractor shall apply for a Right-of-Way permit with a Traffic Control Plan to be approved by the City of Twin Falls prior to any road, lane, or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and any other improvements; which are 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 local street constructed on all public street rights-of-way serving residential use property.

- (3) Local and private streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (4) Minor and Major collector streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer, with width determined on the Master Transportation Plan.
 - (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, shall be constructed per ISPWC and the City of Twin Falls Revisions to the ISPWC for local 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 back of curb 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 landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also install a sidewalk to current adopted standards. 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) Streetlights as determined by City policy for street light installation.
 - (9) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (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 to the ISPWC.

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 Marshall. 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 longer than 150 feet 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 water lines shall be one hundred and fifty feet (150'). Fire hydrants with STORZ connectors 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 or sidewalks. Any cost associated with 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 10-12-4.2 a wastewater collection system (eight-inch (8") minimum diameter) that will transport a flow of wastewater, under conditions of maximum and minimum discharge from the development to the existing City waste water system.
- (2) Wastewater lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Wastewater 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.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) The City will perform the CCTV inspection on waste water lines which are part of the construction phase.

(c) Required Inspections and Testing

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

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 a designated lot to be maintained by the owner or when applicable, in a dedicated/exclusive storm water easement, granted to the City of Twin Falls.

(b) City Costs

- (1) The City will perform the CCTV inspection on storm water lines which are part of the construction phase.

(c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. Rock will be submitted to the Developer's Engineer for confirmation of void space prior to placement in dry wells. Documentation of confirmation shall be provided to the city engineering department. 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. Privately owned Irrigation facilities shall be constructed 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, sidewalks or other permanent features will not be located on top of irrigation facilities. Irrigation facilities shall not be located in City Right-of-Way, except in crossings perpendicular to the right-of-way.

(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 to the ISPWC.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 10-12-4-2 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 three-fourths (3/4) of an acre 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 or receiving an improvement acceptance letter, for use in the City's pressurized irrigation system.
 - (2) Pressure irrigation water mains and fittings shall satisfy the currently adopted 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 currently adopted Pressurized Irrigation Master Plan 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 more than 30 users. One pressure irrigation water service line shall be constructed to each lot 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 the intersection.

One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the public pressure irrigation station to City Standards and Specifications or as an agreement negotiated with the City Engineer. 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 ISPWC
- (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 to the ISPWC.

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

All required public improvements and utilities have been installed and accepted.

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

Federation Point LLC

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

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

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

Notary Public for Idaho
Residing

CORPORATION

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

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

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

Notary Public for Idaho
Residing _____

PARTNERSHIP

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

On this 26 day of August, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared David Scaggs, known or identified to me (or proved to me on the oath of _____) to be one of the partners in the partnership of Federation Point 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.



Lori E Stone
Notary Public for Idaho
Residing *Coeur d'Alene + ID*

LORI E STONE
Residing in: Coeur d'Alene, ID
Commission Expires: 04/28/2030

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 or development:
Federation Point No. 2, 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
x_____
Federation Point LLC

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

On this 26 day of August, 2024, before me, the undersigned, a Notary Public for Idaho, personally appeared David Scaggs, 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.



Lori E Stone
 Notary Public for Idaho
 Residing Coeur d'Alene ID

LORI E STONE
 Residing in: Coeur d'Alene, ID
 Commission Expires: 04/28/2030



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

PRESENTATION

Request:

Presentation to recognize Twin Falls Fire Department's newly promoted Captain Gerald Dillman, and Driver Kile Larsen along with taking their oath of office and pinning their new rank badges.

Time Estimate:

The presentation will take approximately ten minutes.

Background:

Fire Chief Les Kenworthy would like to take this opportunity to welcome and recognize our newly promoted Captain and Driver.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Kenworthy would like to have our newly promoted Captain Gerald Dillman and Driver Kile Larsen all sworn in before the City Council, with Mayor Ruth Pierce administering their Oaths of Office all together on September 9, 2024.

Attachments:

1. Captain Oath of Office - Gerald Dillman
2. Driver Oath of Office - Kile Larsen

**City of Twin Falls Fire Department
State of Idaho
Captain Oath of Office**

I, **Gerald Dillman**, do hereby declare, that as a Captain of the Twin Falls Fire Department, my fundamental duty is to serve the people I swear to protect, to safeguard and preserve life, health, and property.

I will uphold the standards of my profession, I will at all times, respect the property and rights of all men and women, the laws of my country, and members I serve with. I recognize the badge of my office as a symbol of public faith and trust so solemnly, freely, and upon my honor.

I will uphold the values and leadership philosophy of the City of Twin Falls.

As a member of the City of Twin Falls Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility and make these promises upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief



**City of Twin Falls Fire Department
State of Idaho
Driver Oath of Office**

I, **Kile Larsen**, do hereby declare, that as a Driver/Operator of the Twin Falls Fire Department, my fundamental duty is to serve the people I swear to protect, to safeguard and preserve life, health, and property.

I will uphold the standards of my profession, I will at all times, respect the property and rights of all men and women, the laws of my country, and members I serve with. I recognize the badge of my office as a symbol of public faith and trust so solemnly, freely, and upon my honor.

I will uphold the values and leadership philosophy of the City of Twin Falls.

As a member of the City of Twin Falls Fire Department, I accept this self-imposed and self-enforced obligation as my responsibility and make these promises upon my honor.

Signature

SUBSCRIBED AND SWORN to before me this _____ day of _____.

ATTEST:

Les Kenworthy, Fire Chief





Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Les Kenworthy, Fire Chief

ACTION ITEM

Request:

Request to approve the contract between the City of Twin Falls and the Twin Falls Rural Fire District from October 1, 2024, to September 30, 2027.

Time Estimate:

Approximately 5–10 minutes.

Background:

The current contract between the City of Twin Falls and the Twin Falls Rural Fire District will expire on September 30, 2024. The City of Twin Falls and the Twin Falls Rural Fire District have drafted contracts and extensions to provide fire and EMS services over the past several years.

This year's contract includes the removal of Section 1.3, which pertains to equipment owned by the Fire District. All equipment previously purchased by the Fire District has now been transferred to the city and will remain under the city's ownership when used by the Fire Department with any future purchases. Additionally, Section 1.4 has been updated with two minor edits to improve clarity.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members attending this meeting.

Budget Impact:

The budget impact from implementing the new contract with the Twin Falls Fire District is to adjust the prior year's contract price, adjusted by the March municipal cost index (2.26%). (MCI) The MCI is published by American City & County and is designed to show the effects of inflation on the cost of providing municipal services. The District, in consideration for the services rendered by the City, shall pay the City \$628,185.00 (the FY 2024-25 contract price)

Considering the City's services, the District will pay the City the previous year's contract price plus an amount equal to the percentage increase in the most recently published March municipal cost index (MCI). The percent increase will not exceed 5%. Should the MCI decrease, the contract price will remain the same as the previous year.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

This request is to approve the Rural Fire District contract to the council for approval from October 1, 2024, through September 30, 2027.

Attachments:

1. Governmental Fire Services Agreement-City of TF Fire District October 1 2024-September 30, 2027
2. C-5069-Governmental Fire Services Agreement-City of TF & Fire District-Oct 1, 2021-Sept 30, 2024

GOVERNMENTAL FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October 2024, by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter referred to as the "City"), and the Twin Falls Rural Fire District, a political subdivision (hereinafter referred to as the "District").

WITNESSETH

WHEREAS, the District is a duly created fire protection district pursuant Idaho Code Title 31, Chapter 14; and

WHEREAS, the parties wish to enter into an Agreement under which the City will provide fire protection, emergency medical(EMS), and rescue services ("Services " herein) to the District and further, the City will house and store the firefighting apparatus of the District; and

WHEREAS, Idaho Code Sections 31-1415 and 31-1430 provide the authority for such a governmental service contract between the District and the City.

NOW, THEREFORE, it is agreed between the City and the District as follows:

1. The City shall provide the Services to the District set forth in this Agreement.
 - 1.1. The City will provide Services for incidents within the boundaries of the district. Upon dispatch, the ranking Twin Falls Fire Department Official shall be the sole person in authority and in charge of the organized personnel, techniques, procedures, and direction of all portions of fire suppression. The City's obligations are subject to allocation of firefighting equipment and availability of personnel as determined at the sole discretion of the Twin Falls Fire Department Fire Chief ("Fire Chief" herein) to ensure comparable fire response service coverage to the City, its other contract service obligations, and the District.
 - 1.2. Applicable Laws: All inspections and fire reviews authorized herein shall ensure compliance with International Fire Code, National Fire Protection Association, and other applicable Federal, State, and local fire code requirements.
 - 1.2.1. General Fire Inspections: The City of Twin Falls Fire Department shall have the right to perform fire inspections for property owners, builders, or other persons with respect to improvements upon or other uses of property in the District. Furthermore, the City of Twin Falls Fire Marshal and/or Inspectors(s) shall have the right to enforce the fire code on all new and existing construction within the district.
 - 1.2.2. Plan Reviews: The City of Twin Falls Fire Marshal and/or Inspector(s) shall perform plan reviews and inspections for all new commercial and residential structures, including outbuildings.
 - 1.3. The cost of acquiring firefighting equipment may be the subject of negotiations between the City and the District. No obligation to share in such costs is intended to be created by this Agreement.
 - 1.4. The City of Twin Falls shall collect and retain the applicable fees assessed by the District for Services provided under this agreement.
2. In the event the district is dissatisfied with the general level of service being provided by the City under this Agreement, the District shall have the right to petition the Fire Chief for review and modification thereof, subject to the approval of the Twin Falls City Council. If the District is not satisfied with the decision of the Fire Chief, it may appeal same to the Twin Falls City Council. The procedures provided for herein shall be in addition to any other right or remedy available at law or in equity.
3. The District, in consideration for the services rendered by the City, shall pay the City the previous year's

contract price plus an amount equal to the percentage increase in the most recently published March municipal cost index (MCI). The percent increase will not exceed 5%. Should the MCI decrease, the contract price will remain the same as the previous year.

- 3.1. The annual payment, as calculated above, shall be paid by the District to the City in two equal installments each calendar year. The first payment shall be made by the District to the City on or before **February 1st** of each year and the remainder of the amount due shall be paid by the District to the City on or before **August 1st** of each year.
- 3.2. Any revenues generated by the District in excess of the amounts owed to the City hereunder shall be retained as the property of the District, for its own purposes, and such excess funds shall not be deposited into the City's General Fund.
4. The District shall obtain, at its cost, insurance coverage for any vehicles and other equipment it owns supplied by it under this Agreement. The insurance coverage shall insure against physical damage to District-owned vehicles and other equipment and insure against liability of the City and/or the District arising from the City's response to fires in the District. The limits of such liability insurance shall be no less than the liability of a governmental entity as established in the Idaho Tort Claims Act and all future amendments thereto.
 - 4.1. The District shall defend, indemnify, and hold harmless the City, its agents, officials, and employees, from and against any and all actions, claims, demands, damages, and costs whatsoever that may arise out of or be made against the City: (1) for injury or damage to persons or property by reason of performance of the City under this Agreement in any way relating to the City not having portable water tankers or adequate water storage capacity on its fire vehicles, the inadequacy of water, water flows and/or water pressures available to respond to a fire; and (2) for injury or damage to persons or property arising from the actions or decisions of the District's Commissioners. The District's obligation under this paragraph to indemnify and hold the City harmless shall be limited to the sum that exceeds the amount of insurance coverage, if any, available for the protection of the District and the City.
5. This Agreement shall continue in force from **October 1, 2024, until September 30, 2027**, unless sooner terminated or modified by mutual agreement of the parties.
6. This Agreement is intended as a governmental service contract between the District and the City and is not intended by the parties to be a third-party beneficiary contract; nor does it create any rights, obligations, or duties to any party other than the District and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF TWIN FALLS

Mayor

ATTEST:

City Clerk, Deputy

TWIN FALLS RURAL FIRE DISTRICT

Chairman, Board of Commissioners

ATTEST:

Secretary

GOVERNMENTAL FIRE SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of October 2021, by and between the City of Twin Falls, Idaho, a municipal corporation (hereinafter referred to as the "City"), and the Twin Falls Rural Fire District, a political subdivision (hereinafter referred to as the "District").

WITNESSETH

WHEREAS, the District is a duly created fire protection district pursuant to Idaho Code Title 31, Chapter 14; and

WHEREAS, the parties wish to enter into an Agreement under which the City will provide fire protection, emergency medical (EMS), and rescue services ("Services" herein) to the District and further, the City will house and store the firefighting apparatus of the District; and

WHEREAS, Idaho Code Sections 31-1415 and 31-1430 provide the authority for such a governmental service contract between the District and the City.

NOW, THEREFORE, it is agreed between the City and the District as follows:

1. The City shall provide the Services to the District set forth in this Agreement.

1.1 The City will provide Services for incidents within the boundaries of the district. Upon dispatch, the ranking Twin Falls Fire Department Official shall be the sole person in authority and in charge of the organized personnel, techniques, procedures, and direction of all portions of fire suppression. The City's obligations are subject to allocation of firefighting equipment and availability of personnel as determined at the sole discretion of the Twin Falls Fire Department Fire Chief ("Fire Chief" herein) to ensure comparable fire response service coverage to the City, its other contract service obligations, and the District.

1.2 Applicable Laws: All inspections and fire reviews authorized herein shall ensure compliance with International Fire Code, National Fire Protection Association, and other applicable Federal, State, and local fire code requirements.

1.2.1 General Fire Inspections: The City of Twin Falls Fire Department shall have the right to perform fire inspections for property owners, builders, or other persons with respect to improvements upon or other uses of property in the District. Furthermore, the City of Twin Falls Fire Marshal and/or Inspector(s) shall have the right to enforce the fire code on all new and existing construction within the district.

1.2.2 Plan Reviews: The City of Twin Falls Fire Marshal and/or Inspector(s) shall perform plan reviews and inspections for all new commercial and residential structures, including outbuildings.

1.3 Fire trucks and other firefighting equipment will be provided by the district for use by City personnel as provided herein. Upon mutual consent, the City will provide a facility to house the District's firefighting equipment and supplies and will maintain and repair the fire trucks supplied by the District. The fire trucks and equipment of both the City and District may be used by the City when providing Services in both the City and the District.

1.4 The cost of acquiring additional firefighting equipment in the future may be the subject of negotiations between the City and the District. No obligation to share in such costs is intended to be created by this Agreement.

1.5 The City of Twin Falls shall collect and retain the applicable fees assessed by the District for Services provided under this agreement.

2. In the event the district is dissatisfied with the general level of service being provided by the City under this Agreement, the District shall have the right to petition the Fire Chief for review and modification thereof, subject to the approval of the Twin Falls City Council. If the District is not satisfied with the decision of the Fire Chief, it may appeal same to the Twin Falls City Council. The procedures provided for herein shall be in addition to any other right or remedy available at law or in equity.

3. The District, in consideration for the services rendered by the City, shall pay the City the previous year's contract price plus an amount equal to the percentage increase in the most recently published March municipal cost index (MCI). The percent increase will not exceed 5%. Should the MCI decrease, the contract price will remain the same as the previous year. -

3.1 The annual payment, as calculated above, shall be paid by the District to the City in two equal installments each calendar year. The first payment shall be made by the District to the City on or before *February 1st* of each year and the remainder of the amount due shall be paid by the District to the City on or before *August 1st* of each year.

3.2 Any revenues generated by the District in excess of the amounts owed to the City hereunder shall be retained as the property of the District, for its own purposes, and such excess funds shall not be deposited into the City's General Fund.

4. The District shall obtain, at its cost, insurance coverage for any vehicles and other equipment it owns supplied by it under this Agreement. The insurance coverage shall insure against physical damage to District-owned vehicles and other equipment and insure against liability of the City and/or the District arising from the City's response to fires in the District. The limits of such liability insurance shall be no less than the liability of a governmental entity as established in the Idaho Tort Claims Act and all future amendments thereto.

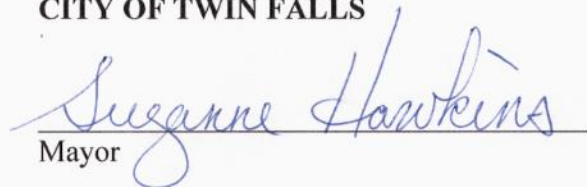
4.1 The District shall defend, indemnify, and hold harmless the City, its agents, officials, and employees, from and against any and all actions, claims, demands, damages, and costs whatsoever that may arise out of or be made against the City: (1) for injury or damage to persons or property by reason of performance of the City under this Agreement in any way relating to the City not having portable water tankers or adequate water storage capacity on its fire vehicles, the inadequacy of water, water flows and/or water pressures available to respond to a fire; and (2) for injury or damage to persons or property arising from the actions or decisions of the District's Commissioners. The District's obligation under this paragraph to indemnify and hold the City harmless shall be limited to the sum that exceeds the amount of insurance coverage, if any, available for the protection of the District and the City.

5. This Agreement shall continue in force from **October 1, 2021, until September 30, 2024**, unless sooner terminated or modified by mutual agreement of the parties.

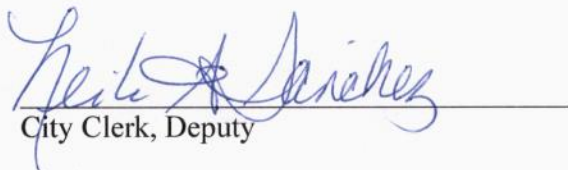
6. This Agreement is intended as a governmental service contract between the District and the City and is not intended by the parties to be a third party beneficiary contract; nor does it create any rights, obligations, or duties to any party other than the District and the City.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written

CITY OF TWIN FALLS


Mayor

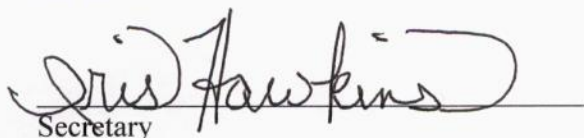
ATTEST:


City Clerk, Deputy

TWIN FALLS RURAL FIRE DISTRICT


Chairman, Board of Commissioners

ATTEST:


Secretary



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Justin Ash

PRESENTATION

Request:

A presentation on PSI's work to maintain the City's recycling collection program in lieu of Magic Valley Recycling's closure in August.

Time Estimate:

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

Background:

The information presented includes a short review of the recycling programs in Twin Falls in recent years, as well as the impact of Magic Valley Recycling's closure, and what steps PSI has taken/is planning to take to continue collection and transport to processors. Costs and benefits/drawbacks/potential future enhancements of the recycling program will be discussed.

Approval Process:

N/A

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

History:

N/A

Analysis:

Conclusion:

There is no action required by the City Council.

Attachments:

None



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to award the bid for a Type 6 Brush Truck to Cascade Fire Equipment in the amount of \$184,253.

Time Estimate:

5 minutes plus any questions from members of the Council.

Background:

The FY 2023-24 budget included \$200,000 for the purchase of a type 6 brush truck for the fire department. Because there was not a state bid or cooperative purchasing agreement in place for this type of apparatus and the amount was over \$150,000, Idaho Code required a competitive bid. The specifications of apparatus the fire department was seeking were very specific and availability of the apparatus was a concern, so staff chose to release a request for proposals (RFP) from manufacturers and suppliers (allowed under Idaho Code). The proposals took into account the bidder's ability to meet all specifications detailed in the RFP, as well as delivery time and cost.

The RFP was released on August 1, 2024, and closed on August 23, 2024. While there were two responses to the RFP, only one was evaluated, as the other did not meet the specifications detailed in the RFP and therefore was not considered. The brush truck committee met to review the proposal received by Cascade Fire on September 26 and elected to accept their proposal for a type 6 brush truck in the amount of \$180,003.00 deliverable in 18-22 months. In addition, Cascade estimated an additional \$4,250 in fees for two members of the TFFD to travel to Medford, Oregon for the final completion and acceptance of the apparatus as well as transportation of the brush truck on a trailer.

Approval Process:

Majority vote of City Council.

Budget Impact:

\$184,253 from the general fund.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council accept the proposal from Cascade Fire for a type 6 brush truck in the amount of \$180,003 as well as \$4,250 for travel and delivery.

Attachments:

1. Twin Falls 400 spec_
2. TWIN FALLS QUO2612 FINAL QUOTE
3. TWIN FALLS QUO4340 FEES



Specification for:

CFE STRIKE TEAM TYPE 6, 400

FORD F550 CREW CAB, 4WD

Submitted To:

TWIN FALLS FIRE DEPARTMENT

Proposal

We are pleased to submit the following specifications to you for a STRIKE TEAM 400 GALLON TYPE 6. The following specifications will describe in detail the apparatus being proposed.

Cascade Fire Equipment is a privately owned business specializing in the manufacturing and servicing of firefighting equipment. We have been in business since 1985 and operate out of a 43,000 square foot facility located in White City Oregon. Our company has adopted the TPS (Toyota Production System) to ensure quality manufacturing. Our experience and manufacturing capabilities make Cascade Fire second to none when it comes to Wildland apparatus manufacturing.

The Cascade Advantage

Cascade Fire Equipment is the only company in the industry that manufactures over 90% of components used on its brush trucks. We currently manufacture our poly tanks, pumps, valves, plumbing, boxes, baskets, control panels and several other components on our brush trucks. Unlike competitor products, we design and manufacture each component specifically for our brush truck. Controlling the supply chain, engineering and manufacturing allows us to deliver the most functional and quality product that you can find.

Construction and Design

Brush trucks are engineered entirely in house using a CAD program. All components are also engineered and manufactured in house using domestically sourced raw materials. Cascade Fire uses only fire hose threads on all manifolds and valves. All electrical wiring is run through conduit and properly labeled. All fasteners used are stainless steel. Brass threaded inserts are used to eliminate the need for any nuts.

Chassis Specifications

1.0 - 2024 Ford F-550 Chassis 4x4 XL Crew Cab, gas motor – specific specification agreed upon at time of order.

Spare Wheel and Tire

There shall be one (1) spare wheel and tire that will be the same make and model as the chassis wheels and tires. The spare wheel and tire shall be mounted on top of the water tank utilizing a custom tire bracket.

Body

3.0.2 – Cascade Fire Equipment Flatbed - A flatbed shall be mounted to the chassis frame rails in a manner to allow for body/chassis flex during off road conditions. The bed shall be constructed from military grade aluminum and shall be 100% fully welded. The bed shall be 115" long x 96" wide. A 4" aluminum channel headache rack shall be mounted at the front of the flatbed, leaving 111" of available deck space.

The flatbed side rails shall be made from a 6" extruded aluminum, creating a recessed area for mounting emergency lights and filling ports. The extrusion shall provide two steps on the backside of the side rail to support the cross members. The body shall have all DOT required lights and markers installed. The fuel filler tube and cap shall be installed on the driver's side, rear of the body. A hose compartment shall be located at the rear of the flatbed and be covered with a drop down door. The compartment shall contain 3 PVC tubes running the length of the bed.

The rear tail apron of the flatbed shall be made from 4" aluminum square tubing with a .125" flat aluminum sheet. The tail apron shall include all DOT required lights and markers. It shall include a 7 prong trailer plug in.

The flatbed shall carry a lifetime warranty

Rear Receiver - The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for trailer and winch applications. It shall be attached to the frame assembly.

Rear Mud Flaps - The chassis shall be supplied with Cascade mud flaps. The mud flaps shall be installed behind the rear wheels.

Compartments

The compartments shall be constructed from .125" aluminum with a diamond plate finish. Side and underbody compartments will utilize an aluminum extrusion on all door frames. The extrusion will provide two surfaces where weather stripping can be placed to provide a double seal around the perimeter of the door. Transverse and drawer compartments will utilize an aluminum extrusion on all door frames that provides one surface where weather stripping can be placed. The doors of the compartment shall have a slam latch style closure utilizing a quarter turn T-handle. Side, transverse and underbody boxes will be equipped with LED lighting that will turn on when the door is opened and off when it is closed. Each compartment shall be vented and lined with turtle tile decking. All doors shall be keyed identically and two (2) keys shall be provided for each door.

Driver Side Compartment

9.1 – Angled Three Door Compartment – A2 - One (1) three compartment box shall be installed on the driver's side of the bed. The approximate dimensions of the compartment will be 77" long, 35" tall and 22" deep. There will be one (1) lift door and two (2) drop down doors, creating three separate compartments. The lift door will be equipped with two (2) gas shocks and one (1) Kevlar webbing pull strap. The drop down doors will each be equipped with two (2) steel braided cables. Each lower compartment will be equipped with one (1) adjustable and removable shelf.

Passenger Side Compartment

10.1 - Angled Two Door Compartment – A1 - One (1) two compartment box shall be installed on the passenger's side of the bed. The approximate dimensions of the compartment will be 77" long, 35" tall and 22" deep. There will be one (1) lift door and one (1) drop down door, creating two separate compartments. The lift door will be equipped with two (2) gas shocks and one (1) Kevlar webbing pull strap. The drop down door will be equipped with two (2) steel braided cables. The lower compartment will be equipped with one (1) adjustable and removable shelf.

Rear Platform Drawer Compartment

9.2.6 – Deck Mounted Single Drawer Compartment – Two (2), single drawer compartment shall be installed on the platform. One compartment shall be located on the driver side. One compartment shall be located on the passenger side. The approximate dimensions of the compartment will be 24" long, 17" wide, and 8" tall. The drawer shall pull out the full length of the box. Both drawers will be utilized as a mounting surface for both of the Hannay mini electric hose reels.

Pump Package

Water Tank Specification - The water tank shall have a capacity of 400 gallons and foam cell of 10 gallons. The foam cell shall be integrated in the construction of the tank and consist of no external welds. To ensure proper design and avoid possible damage during transit, the water tank shall be manufactured at the same facility the tank will be installed.

The tank shall be constructed of .5" thick polypropylene sheet stock. This material shall be non-corrosive stress relieved thermo-plastic, natural black in color and U.V. stabilized for maximum protection. All parts of the tank shall be cut using a CNC (Computer Numerical Controlled) machine to ensure proper tolerances are met. Materials used shall be compatible with fire fighting foams, retardants and wetting agents, and meet FDA requirements for potable water. All joints and seams shall be extrusion double welded and tested for maximum strength and integrity. The transverse baffle partitions shall be manufactured of .5" stock of the same material and extend from the floor of the tank to the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All baffle partitions shall interlock with one another and be welded to each other, as well as to the walls of the tank. . Tank fill connections shall be backed with flow deflectors to diffuse the stream entering the tank. The end wall of the tank shall have a vertical translucent panel sight gauge. There shall be blocks made from .75" polypropylene welded to the top of the tank for mounting the cover. The blocks shall be drilled and tapped for threaded inserts.

The tank capacity shall be certified and recorded on a data plate. The plate shall be made from .125" aluminum with a powder coated finish. The plate shall be mounted to the face of the tank and will have the tank capacity, foam capacity, pump, serial number and job number. All information shall be laser etched to ensure readability and longevity.

The water tank shall be constructed to conform to applicable NFPA standards and carry a lifetime warranty against faulty workmanship.

The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of ½" polypropylene and shall be a minimum dimension of 8" x 8" outer perimeter. The tower shall have a ¼" thick, removable polypropylene screen and a polypropylene stainless steel hinged cover. A combination vent and overflow pipe inside the fill tower, approximately 1½" down from the top, shall be fastened to a combination vent outflow pipe. The vent overflow shall be a schedule 80 polypropylene pipe. The tower shall be labeled with a stainless steel tag identifying the WATER tower and FOAM tower. The water fill tower shall be located on the driver side and the foam fill tower shall be located on the passenger side.

Tank shall have an internal sump/baffle system of same material and construction. The sump shall have a minimum 1½" threaded outlet on the bottom for a drain plug. This shall be used as a combination clean out and drain. The internal piping shall be scheduled 80 polypropylene pipe and all joints will be connected with G.F. electrofusion. The piping will terminate ½" from the bottom of the sump. The tank shall be equipped with an anti-cavitation device.

The entire water tank top shall be covered with a .1875" aluminum diamond plate with broken edges a minimum 1", welded and finished. The cover shall attach to the top of the tank using stainless steel fasteners to the blocks on the tank. The cover shall have a bright finish.

One (1) storage basket shall be installed on top of the water tank. The basket shall be constructed from .125" aluminum and run mostly along the outside perimeter of the tank and inside the perimeter of the fill towers. The height of the basket shall be approximately the same finished height as the tank fill towers. The basket shall have bright finish.

Fire Pump

5.0.1 – Cascade CF-130 - A Cascade Fire model 24192, gas powered, centrifugal pump shall be provided. The pump shall be driven by a Briggs & Stratton V-twin 23 horsepower engine. The high pressure pump, belt drive, engine mounted shall meet the following performance requirement:

15 gpm @ 325 psi/130 gpm @ 100 psi

The pump body shall be made from high strength aluminum. The volute and speed increaser housing shall be hard coat anodized and finished with a red powder coat. The volute shall have a 2" NPSH male suction and a 1.5" NH male discharge. The impeller shall be fully enclosed bronze construction, and balanced to prevent vibration.

A four (4) gallon fuel tank shall be supplied to provide fuel to the fire pump. The tank shall be mounted on the rear pump platform. The tank shall be constructed from .125" aluminum, fully welded, pressure tested and finished with a red powder coat. The fuel tank shall have a vented metal cap and a gauge located on top of the tank.

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

Stainless Steel Plumbing System

The plumbing shall be constructed of stainless steel pipe and will be full flow and seamless. There shall be no visible welds on the plumbing and all manifolds will be one continuous piece. Only fire hose threads shall be utilized on all manifolds and hoses. High pressure hose with a minimum 500 psi rating shall be utilized to provide vibration control to the pump unit. When flex line is used, it shall connect to stainless plumbing utilizing expansion ring couplings for suction lines and bar-way couplings for discharge lines. All couplings shall utilize fire hose threads. All manifolds shall be supported with stainless steel foot brackets. The brackets shall attach to the pump platform using stainless steel fasteners. No part of the plumbing system, valve, cap or plug shall protrude past the end of the pump package. All stainless steel manifolds shall carry a lifetime warranty

Valves

All valves that are 1" or larger shall be full flow, quarter turn, swing out style fire service design, and manufactured in the United States. The valves will be designed with seats on both sides of the ball to make them dual directional to ease with repair and/or replacement. The valve body shall be made from extruded aluminum bar stock, machined and finished with a Class 3 Type 2 hard coat anodize to prevent corrosion. Unless a remote is used, the valve handle shall be made from stainless steel with an injection molded ball and the end of the handle. The valve shall be attached to a four bolt .375" stainless steel flange that is welded to the stainless steel pipe manifold. Valves shall be labeled per function. An aluminum label with a powder coated finish shall be attached to the top of the valve. To ensure readability and longevity, the label shall be marked using a fiber laser.

Tank to Pump & Draft Line - There shall be one (1) 2" seamless stainless steel manifold serving as the tank to pump line and also the draft line. The line shall consist of one (1) 2" stainless steel manifold, one (1) high pressure flex hose, one (1) 2" valve and one (1) 2" NPSH chrome cap. The manifold will connect to the suction side of the pump directly. The end of the manifold shall be finished with 2" NPSH threads and have a 2" NPSH chrome cap attached with a chain. The valve shall be controlled by a manual remote control rod. The handle on the remote shall be laser etched to read "SUCTION".

Hydrant Fill Line - One (1) 1.5" hydrant fill line shall be provided. The line shall consist of one (1) seamless stainless steel manifold, one (1) high pressure flex hose, one(1) 1.5" valve with a 1.5" NST female swivel and one(1) 1.5" NST chrome plug with chain. The line will come directly from the tank, to the end of the platform. The valve label shall be laser etched to read "HYDRANT FILL"

Tank Fill Line - One (1) 1" tank fill line shall be provided. The line shall consist of one (1) seamless stainless steel manifold, one (1) high pressure flex hose, and one (1) 1" valve. The line shall run up from the main discharge manifold parallel to the water tank and connect to the tank utilizing a 90 degree stainless steel manifold. The manifold will have a 1/8" port for the bypass line. The valve will

be equipped with a remote rod control to an aluminum tee handle with powder coat finish that is located at the rear of the platform. The handle shall be laser etched to read "TANK FILL".

Hose Reel Discharge Lines - 1" hose reel discharge line shall be provided to supply water to the hose reels. The line shall consist of one (1) seamless stainless steel manifold, one (1) high pressure flex hose line, and one (1) 1" valve. The line will connect from the main discharge line, reducing from 1.5" to 1", and lead to the hose reel. The valve labels shall be laser etched "REEL".

Rear Overboard Discharge Line - One (1) 1.5" discharge line shall be provided at the end of the platform on the passenger side. The line shall consist of one (1) seamless stainless steel manifold, one (1) 1.5" valve with a male 1.5" NST flange and one (1) 1.5" chrome cap with chain. The manifold will be one continuous piece connected from the main discharge manifold. It will have a 1/8" port for the bypass line. The valve label shall be laser etched to read "DISCHARGE".

Bypass Line - One (1) .25" bypass line shall be provided to cool the pump while idling. The line shall consist of one (1) .25" quarter turn valve and (1) 3/8" poly tube hose. The valve will connect to the port on the rear discharge line and the poly tube hose will connect the port on the tank fill line. The poly tube hose shall be covered in loom and run cleanly along the plumbing manifolds.

Hose Reels

Dual Hannay hose reels model F4000 shall be installed. Each reel shall have a removable riser, swivel ball joint, 1/3HP electric motor, adjustable brake, high mount bracket with roller & spool assembly, and a manual crank rewind. Each reel shall be mounted on rear platform on top of drawer compartment.

One (1) 3/4"x 100' lengths of booster hose shall be installed on each hose reel. Each hose shall be equipped with one (1) 1" Cascade bail handle shut off and one (1) 1" Cascade Ranger Nozzle. The threads shall be 1" NPSH.

Pump Control Panel

A control panel shall be provided and mounted to the pump platform. The panel body shall be constructed of stainless steel and the removable faceplate shall be made from .125" aluminum. The face plate shall be powder coated and each function labeled using a fiber laser to ensure readability and longevity. Wiring is to be protected in conduit and run to a circuit breaker. A Schrader fitting shall be attached to the side of the panel body for winterization. A wiring diagram of the pump panel shall be provided on the inside of the back cover. The pump control panel shall be manufactured in the United States. The standard panel shall include the following:

- Throttle
- Choke
- Electric Primer

- Stop – On – Start
- Low pressure shutoff
- Indicator lights for power and oil pressure
- Combo gauge, 30" vacuum, 0-400 psi, silicone filled, 3.5" freeze protected with a polished stainless steel ring
- Winterizing port
- Dual Water/Foam Gauge
- Foam System Controls

Foam System

8.1 – Cascade Foam-Flo - A Foam-Flo (class A) foam-metering device shall be installed inside the control panel housing and be plumbed into the hose line. This device shall utilize a small amount of water from the discharge side of the pump, pick up foam concentrate from the foam supply, and feed the foam solution into the suction side of the pump. For ease of operation, a single selector valve controls flow (with OFF setting) and the percentage of foam metered into the pump, from .01% to 1%. Foam solution shall be available to all outlets. Operation shall require selection of only one control, for ease of training and function. The foam system shall be manufactured in the United States. Foam flo will be located inside the control panel.

Pump Package Platform and Subframe

The entire pump package consisting of the water tank, pump, plumbing system and panel shall be attached to a 2" tubular aluminum frame. The frame is constructed so that the tank is fully supported with the areas between the interior frame not exceeding 540 square inches. The frame shall include mounting flanges to the flatbed. A .750" sheet of polypropylene plastic shall be placed on top of the frame. The sheet shall have brass inserts for all mounting brackets and components for the pump package. All components shall be fastened using stainless steel bolts. The pump platform shall be covered with a single, seamless .1875" aluminum diamond plate with a minimum 2" broken edge, welded and finished. The cover sheet shall have a powder coat finish. All components shall be mounted on the pump platform.

Platform Step

8.2 – Platform Step - One (1) aluminum step shall be mounted over the plumbing on the driver's side of the platform. The step feet shall be constructed from .125" aluminum sheet and the top constructed from .1875" aluminum diamond plate. The top shall have a cutout handle to assist in climbing the apparatus. The step shall have a bright finish.

Electrical

12 Volt Electrical Specifications

The apparatus shall conform to latest DOT standards, applicable NFPA requirements and current automotive electrical standards. Wiring shall be rated to carry 125 percent of the maximum current for which the circuit is protected. There shall be no exposed wiring, loose wiring or terminal connections unless enclosed in the electrical box. All wiring outside of the electrical box shall be loomed. Wiring shall be secured to plumbing, baskets, compartment flanges, etc. in a way that protects the wiring from snagging and also delivers a clean appearance. All connections in the electrical box shall be clearly marked as to their function.

Electrical Terminal Box

An electrical terminal box shall be provided. To prevent weather damage, the box shall be located inside the cab of the chassis underneath the back seat. The box shall utilize factory mounting points and will not interfere with the operation of the seat or the legroom of the passengers. The box shall be vented and constructed from polypropylene material to prevent ground outs. The lid shall open and close on a hinge and be made from aluminum and finished with a black hammered powder coat. The electrical box shall contain the components to control the emergency lighting package, kussmaul auto charger, and if space allows, customer provided radios.

Master Disconnect

A battery disconnect system shall be installed to control the 12 volt power supply from the battery to the manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch. The switch shall be located on the driver side of cab near emergency brake lever.

Battery Charger and 120 Volt Shore Power Receptacle

A Kussmaul Autocharge 1000, Model 091-207-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted inside the electrical terminal box and be wired to the specified shore power receptacle.

The system shall also include model 63-11-3104 20 amp auto-eject shore power receptacle with hinged weatherproof cover and enclosure for protection against dirt and damage. It shall include a digital status display center. The shore power plug shall be ejected when the chassis engine starter is engaged and the receptacle shall be wired to any 120 volt AV equipment requiring shore power. The receptacle shall be red in color and be located on the rear tail apron, driver side.

Components wired hot: **Determined at pre-construct conference**

DOT Identification Lights

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

License Plate Mounting

A LED license plate light shall be installed on the rear of the tail apron to illuminate the license plate.

9.3.6 – Whelen Lighting System

Chassis Emergency Light bar - One (1) Whelen Liberty II Lightbar shall be installed on the chassis. The light bar shall be 54” in length and attach to the chassis with a hook mount style bracket. The lightbar shall have hard-coated lenses and be capable of utilizing the WeCanX platform. The lights shall be RED/WHITE.

Front Emergency Lights - Four (4) Whelen LED Ion lights shall be installed on the chassis grill. The lights will be installed in a way to provide maximum lighting and not be obstructed by the grill guard. The lights shall be dual color enabled RED/WHITE. The lights shall be programmed with different lighting patterns and also are able to be utilized as scene lights.

Driver Side Emergency Lights - One (1) Whelen LED Ion light and three (3) Whelen LED Ion lights shall be installed. One (1) Ion light shall be installed on the fender at approximately the same height as the side mirror. Three (3) Ion Lights shall be installed on the frame rail of the flat bed, evenly spaced between the front and rear of the bed. The lights shall be dual color enabled RED/WHITE. The lights shall be programmed with different lighting patterns and also are able to be utilized as scene lights.

Rear Emergency Lights - Two (2) Whelen LED Ion lights shall be installed on the frame rail of the flatbed, one on the driver side and one on the passenger side. The lights shall be dual color enabled RED/WHITE. The lights shall be programmed with different lighting patterns and also are able to be utilized as scene lights. One (1) Whelen 24” dominator traffic advisor shall be installed in the equipment basket between the tank fill towers. The light shall be recessed inside the basket to protect the light from damage. It shall be powered with amber lights and have directional capabilities.

Passenger Side Emergency Lights - One (1) Whelen LED Ion light and three (3) Whelen LED Ion lights shall be installed. One (1) Ion light shall be installed on the fender at approximately the same height as the side mirror. Three (3) Ion Lights shall be installed on the frame rail of the flat bed, evenly spaced between the front and rear of the bed. The lights shall be dual color enabled RED/WHITE. The lights shall be programmed with different lighting patterns and also are able to be utilized as scene lights.

Platform Work Lights - Two (32”) scene lights shall be installed in upper compartment doors to provide area lighting for the side of apparatus. One 18” scene light to be installed in the tank top equipment basket, recessed in for protection.

Electronic Siren and Light controller - One (1) Whelen Cencom Core Light/Siren controller with OBDII connection shall be installed in the emergency console. The controller will have a four position rocker switch (Off-1-2-3) to control the light pattern, a turn dial to control the siren (Wail, Yelp, Hands Free, Dual Tone), a handheld P/A, and 9 buttons for individual light controls. The 9 buttons will function as follows:

1. Air Horn
2. Left Alley
3. Take Down
4. Right Alley
5. 360 Scene lighting
6. Cruise
7. Rear Cut
8. Traffic controller
9. Fog lights

Vehicle to Vehicle Sync - A Vehicle to Vehicle sync module shall be provided with the Whelen Cencom Core controller. The module will allow the apparatus to sync lightbar functions with other equally equipped and programmed vehicles.

Siren Speaker - ONE (1) Whelen 100 watt speakers shall be provided and installed behind the front bumper, one on each side. The speaker shall have a cover to protect it from road debris and damage.

Back-up Alarm - One (1) back up alarm shall be installed

In Cab Emergency Control Console

A Troy Console shall be installed in the cab of the chassis. The console shall be a wide body style and 30" long with a 22" flat surface and an 8" sloped surface. The console shall be of all welded construction made from 11 gauge steel with a black powder coat wrinkle finish. The console shall attach to a steel floor plate that utilizes factory mounting holes. The console shall be manufactured in the United States. The console shall include the following:

- Emergency Lights/Siren Controller
- Charging plate - Two (2) 12V plug-in chargers & two (2) USB chargers
- Beverage holder plate – two (2)
- Sunglasses holder/change holder
- Customer provided portable radio chargers
- Open storage pocket – passenger side

Rear Chevron Striping

There shall be alternating chevron striping installed on the rear tail apron and rear frame rail of the flat bed. The chevron striping shall consist of 6" diamond grade in red and yellow.

Final Assembly and Finishing

The apparatus shall be assembled and finished in a high quality, temperature controlled environment. The fit, form and finish of the entire build shall be to the highest level of fire apparatus manufacturing standards.

Fire Pump Operations Test

The fire pump shall have an operational pump test performed by a Cascade Fire pump technician with a run time of one (1) hour to confirm proper operation of all pump related components.

Electrical Load Analysis

A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

Road Test

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than fifteen (15) miles. During that time, the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

Apparatus Warranty Cascade Fire Manufactured Items

All Cascade Fire manufactured items and workmanship shall have a warranty of five (5) years and the water tank, stainless steel plumbing, storage compartments and flatbed shall have a lifetime warranty. All other components are subject to manufacturer warranty. For warranty issues please contact Cascade Fire Equipment or an authorized Cascade Brush Truck dealer.

Pre-Construction Meeting

A pre-construction meeting shall be conducted at the manufacturer's facility. The transportation to this meeting shall be the responsibility of the purchaser. A zoom meeting can take place of the in person meeting if the purchaser chooses.

Drawings

There shall be design drawings submitted to the purchaser prior to the beginning of construction. The CAD drawings shall include all sides and details of the apparatus. The purchaser shall agree to the drawings reflecting the correct design and layout prior to construction.

Terms of Payment

Terms of payment for the apparatus shall be cash or equivalent on delivery and acceptance of the unit.

Demonstration and Familiarization of Vehicle

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of the chassis, major components, review of delivery information and documentation. The demonstration shall be completed at Cascade Fire Equipment headquarters located in White City, Oregon.

Delivery Requirements

The apparatus shall be picked up at the manufacturer's facility by the purchaser.



Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Quote
#QUO2612
08/19/2024

Bill To

Twin Falls Fire Dept.
Po Box 1907
Twin Falls ID 83303
United States

Ship To

Twin Falls Fire Dept.
345 2Nd Avenue East
Twin Falls ID 83301
United States

Quote Expiration	Quote Name	Sales Rep	Shipping Method
11/19/2024	400 GALLON BRUSH TRUCK	Jim Albright	

Item	QTY	Rate	Amount
Ford Crew Cab Truck 2024 Ford F-550 Crew Cab Gas Chassis price estimate only.	1	\$80,000.00	\$80,000.00
Q300 400 GALLON CFE BRUSH TRUCK	1	\$100,003.00	\$100,003.00

Subtotal	\$180,003.00
Shipping Cost	
Tax Total (%)	\$0.00
Total	\$180,003.00



QUO2612



Cascade Fire Equipment
PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Quote
#QUO2612
08/19/2024

Brush Truck Options:

- 400 gallon poly tank / 10 gallon foam cell (Foam Flo)
- 2" aluminum sub-frame
- diamond plate tank top / diamond plate rear platform
- stainless steel control panel
 - pressure gauge, panel light, throttle, low pressure shut-off
 - foam controls, water/foam LED gauge, primer
- stainless steel plumbing
 - 2" draft/suction, 1.5" rear discharge, 1" tank fill, 1.5" hydrant fill
- Dual Hannay mini electric hose reels
 - ¾"x100' booster hose w/ 1" ranger nozzle per reel
- 23HP Briggs & Stratton motor / with CF-120 pump
- spare tire bracket mounted to tank top
- CFE aluminum flatbed (115"x96") with aluminum headache rack
 - DOT lighting, mud flaps, trailer hitch, trailer light plug, dual rear steps, draft hose compartment
- 77" driver side box - 3 door design
- 77" passenger side box - 2 door design
- (2) under reel equipment drawers
 - all boxes to be diamond plate material
 - slam latch closures, LED lights, turtle tile flooring
 - gas struts, adjustable shelving on lower compartments of driver / passenger side boxes
- smooth aluminum equipment basket on tank top
- Buckstop front bumper - outback model
 - (2) 3" fog lights
- Whelen Lighting - red/white
 - 54" liberty liberty light bar
 - (4) front grill lights
 - (2) side front fender lights
 - (6) side flatbed lights
 - (2) rear flatbed lights
 - rear facing directional light (amber only)
 - (2) side 32" scene lights
 - (1) 18" rear facing scene light
- C399 module, CCT6 light/siren controller, composite speaker, Cem16 modules, Sync, OBDII kit
- Kussmaul 20amp sure power charger
 - super auto eject located at driver side rear apron
- Troy center console
 - light/siren faceplate, radio faceplate, dual beverage holder
 - 3" shallow tray, dual arm rests, 12V/USB ports

current build time is 22 months A.R.O. as of today's date.



QUO2612



Quote
#QUO4340
08/21/2024

Cascade Fire Equipment

PO Box 4248
Medford OR 97501
United States
<https://cascadefire.com/>
(800) 654-7049

Bill To

Twin Falls Fire Dept.
Po Box 1907
Twin Falls ID 83303
United States

Ship To

Quote Expiration	Quote Name	Sales Rep	Shipping Method
09/20/2024	Travel Expenses	Jim Albright	

Item	QTY	Rate	Amount
Q300 Travel Expenses for QUO2612. Two department personnel to fly round trip from Boise, ID to Medford, OR. Lodging for two nights in Medford. This visit is for final completion prior to department acceptance of apparatus.	1	\$2,750.00	\$2,750.00
Q300 Delivery of QUO2612 Brush Truck to Twin Falls, ID. Apparatus to be loaded on trailer and transported to department location.	1	\$1,500.00	\$1,500.00

Subtotal	\$4,250.00
Shipping Cost	
Tax Total (%)	\$0.00
Total	\$4,250.00



QUO4340



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Erin Steel, Assistant Public Works Director

ACTION ITEM

Request:

Request to approve and adopt Resolution 2024-009 declaring Transmap as the sole source supplier for Pavement Asset Management and Maintenance that is specific to the needs of the Twin Falls Street Department.

Time Estimate:

The presentation will take approximately 10 minutes. Staff recommends allowing a few minutes for any questions.

Background:

In 2015, the City of Twin Falls began working with Transmap to assist in developing a Network Pavement Management System. This program is designed to preserve and extend the useful life of paved surfaces throughout the City and optimize the available funds to meet the network condition needs. Since the initial assessment in 2015, Transmap has completed a street pavement assessment in 2019, and a paved trail assessment in 2022. Throughout these assessments, Transmap has honored the unit price from the initial assessment back in 2015.

The data collected by Transmap is integrated into the City's pavement management system (PAVER) to aid in the development of cost-effective maintenance and repair alternatives for the City's pavement network.

The Street Department invests over \$1,000,000.00 annually in some form of surface treatment for city streets. Historically, the types of treatments have been Chip seal, Slurry seal, Friction seal, and Fog seal. Data collected from Transmap is used to determine the correct surface treatment for streets using the Pavement Condition Index (PCI).

Working with Transmap has allowed them to gain an extensive knowledge of our pavement network and current pavement management system. Consistent data utilizing the previous collection processes, technology, and analysis is key to determining future budgetary decisions.

Idaho Code §67-2808(2)(a)(ii) permits sole source expenditures "where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration".

Throughout this process we have worked closely with our legal team. They have reviewed this item and recommend approval of this sole source request.

Approval Process:

Requires Council approval

Budget Impact:

This resolution will allow staff to use \$100,000.00 of budgeted funds to complete the pavement assessment.

Regulatory Impact:

Council approval is required.

History:**Analysis:****Conclusion:**

Request to approve and adopt resolution 2024-009 declaring Transmap as the sole source supplier for Pavement Asset Management and Maintenance that is specific to the needs of the Twin Falls Street Department.

Attachments:

1. Sole Source Resolution R-2024-009
2. - Sole Source Funding Request
3. Twin Falls, ID Pricing 2024

RESOLUTION NO. 2024-009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING TRANSMAP CORPORATION, A SOLE SOURCE SUPPLIER OF PAVEMENT ASSET MANAGEMENT AND MAINTENANCE THAT IS SPECIFIC TO THE NEEDS OF THE TWIN FALLS STREET DEPARTMENT.

WHEREAS, Idaho Code §67-2808(2)(a)(ii) permits sole source expenditures “where the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration”; and,

WHEREAS, TRANSMAP corporation is the sole provider of the pavement asset management system needed by the Twin Falls Street Department. Transmap’s unique proprietary technologies enable the collection, analysis, and reporting on the pavement network in Twin Falls and the compatibility of equipment, components, accessories, computer software, replacement parts, and service is the paramount consideration for this purchase. Transmap has completed three previous inspections for the city and has an extensive knowledge of our pavement network and current pavement management system. Consistent data utilizing the previous collections process, technology, and analysis is key to determining future budgetary decisions.

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

Section 1: The Twin Falls City Council hereby declares that the TRANSMAP Corporation is a sole source supplier of its pavement asset management system.

Section 2: That this Resolution will serve as notice of sole source procurement and shall be published in the Times-News at least fourteen (14) calendar days prior to the award of the contract.

PASSED BY THE CITY COUNCIL: _____, 2024.

SIGNED BY THE MAYOR: _____, 2024.

MAYOR

ATTEST:

DEPUTY CITY CLERK

Published Date

April 30, 2024

Mark Thomson
Street Superintendent
City of Twin Falls
159 Wall Avenue
Twin Falls, ID. 83301

RE: Sole Source Funding Request

Mr. Thomson,

Since 1994, Transmap has been a data-focused company specializing in pavement and asset management. We have implemented our data into pavement and asset management programs that counties and municipalities run nationwide. Transmap is an industry leader and national provider of professional, technical, and management services to the transportation industry. Transmap provides the highest quality infrastructure management solutions for city and county-owned systems. Our expertise in analyzing distress data to create a PCI for pavement management, coupled with our ability to inventory roadway assets, can significantly enhance the efficiency and effectiveness of Twin Falls' infrastructure management.

Transmap has completed three previous pavement inspections for Twin Falls in 2015, 2019, and 2022. The 2019 inspection continued the 2015 project and included subsequent updates. The current 2024 inspection continues the original contract. From 2015 through 2024, our production environment has been updated with work history, network changes, and pavement performance models.

This letter confirms that the pavement management system provided by Transmap Corporation is a sole source product. Transmap's unique proprietary technologies enable us to collect, analyze, and report on pavement networks in Twin Falls. Our web solution provides ASTM-standard PCI solutions, and the Artificial Intelligence and Machine Learning integrated into our processing can support all distress formatting requirements. Our website formats the data to support management reports, Tabular data, GIS data, and work plans, making it a comprehensive and exclusive solution for your pavement management needs.

If you need more information, please do not hesitate to contact me at cschorling@transmap.com or (614) 537-6297. You can also learn more at transmap.com.

Craig Schorling, GISP
Vice President
Transmap Corporation



Sincerely,
Craig Schorling

City of Twin Falls, ID
Quote is valid for 30 days

Task	Description	Comments	Units	Price	Total
1.1	*Field Data Collection - Roads (units = miles) Transmap drives all through lanes for the centerline unit price	Transmap will utilize our Crack Map 3D technology (LCMS) for pavement collection - 100% coverage - 360-degree image view of all roadways (ROW) with our panoramic Ultra HD solution - Ground-based LiDAR	250	\$94.99	\$23,747.50
1.2	Mobilization (units = lump sum)	Transmap will mobilize the mapping vehicle to the City with a driver and operator	N/A	\$4,500.00	N/A
1.3	Advanced Inspections - 100% Analysis of All Through Lanes (units = lump sum)	Transmap will process all the data collected in the field. Delivery of Crack Map Orthophotography (MrSID of cracks on an image), Crack Intelligence data (Rankings of all the cracks, hot spot analysis), Image delivery, Ride Quality failed locations, Web-based image viewer	1	\$8,495.00	\$8,495.00
1.4	Network Setup and Review (units = hours)	Transmap will use the Agency's centerline file and create the necessary fields, ID's and formatting to produce a pavement centerline	8	\$109.00	\$872.00
1.5	*ASTM D6433 Network Level Formatting - (units = management sections)	ASTM D6433 distress standards - Average Pavement width included	4,400	\$5.64	\$24,816.00
1.6	PCI Load (units = lump sum)	Formatting distress data and centerline file for loading into existing PAVER file to produce PCI	1	\$2,250.00	\$2,250.00
1.7	GIS Integration - (units = hours)	Transmap will link all PCI data to the Agency's centerline file to ensure that agency ID's are used	8	\$109.00	\$872.00
1.8	Pavement Management Practice Definition "Boot Camp" (price is lump sum)	Transmap will meet with the City to review maintenance/rehabilitation activities, analysis procedures, and collect any existing information on roadways (ADT data, construct dates, maintenance dates, etc.) Prepare budget and CIP plans	1	\$3,500.00	\$3,500.00
1.9	Customized Reporting - (units = hours)	Transmap will put together written/tabular and GIS map data to support a 5-year work plan - Enhanced scenarios included (Zero budget, Unconstrained budget, Current budget, Maintain PCI , Achieve PCI)	44	\$137.00	\$6,028.00
2.1	Project Management (units = hours)	Standard project management includes staff allocation, project tracking, phone calls, overall project coordination and updates - Includes virtual meeting to present final report	78	\$109.00	\$8,502.00

Subtotal **\$79,082.50**

*Transmap will bill actual units

True Area

Task	Description	Comments	Units	Price	Total
3.1	True Area Calculation (units = lump sum)	Transmap will update PAVER and the Agency's GIS file to represent the True Area of pavement - True area will be an accurate width of pavement not just an average width from samples - This will assist the Paving Manager with actual widths to establish cost to replace pavement	105	\$109.00	\$11,445.00



Date: Monday, September 9, 2024
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

Request for approval of Ordinance #2024-012, a Zoning Title Amendment to Title 10 Chapter 11: Required Improvements and Chapter 13: Building Permits.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On June 11, 2024, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Zoning Title Amendment to amend Title 10 Chapter 11: Required Improvements and Chapter 13: Building Permits, modifying required infrastructure and conditions to obtain a certificate of occupancy.

On July 15, 2024, the City Council heard, deliberated, and approved the Zoning Title Amendment to Title 10 Chapter 11: Required Improvements and Chapter 13: Building Permits, modifying required infrastructure and conditions to obtain a certificate of occupancy.

Approval Process:

Idaho Code requires that an ordinance be read on three separate days prior to its passage. Two of the readings can be satisfied by reading the title only. Further, Idaho Code allows the reading rules to be dispensed if "one half (1/2) plus one (1) of the members of the full council" authorize the action. Should the council wish to approve the ordinance this evening a motion to dispense with the rules would have to be approved by five or more council members, prior to a vote on the passage of the ordinance.

Budget Impact:

N/A

Regulatory Impact:

Approval of this ordinance will amend Title 10 Chapter 11: Required Improvements and Chapter 13: Building Permits, modifying required infrastructure and conditions to obtain a certificate of occupancy.

History:

N/A

Analysis:

N/A

Conclusion:

As directed by Council, staff has prepared an ordinance to finalize the Zoning Title Amendment process.

Sample motion language if dispensing the rules: *"I move that we dispense with the reading rules and*

place Ordinance 2024-012 on third and final reading by title only. "

If five or more council members approve dispensing with the rules, then the title must be read, followed by a motion on approval of Ordinance 2024-012. Sample Motion: *"I move that we approve Ordinance 2024-012, as presented."*

Attachments:

1. O-2024-012 EXCEPTIONAL HARDSHIP ORD. DRAFT for CC

ORDINANCE NO. 2024-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §10-11: REQUIRED IMPROVEMENTS, REMOVING EXCEPTIONAL HARDSHIP EXEMPTION AND CLARIFYING WHEN AND HOW TEMPORARY CERTIFICATE'S OF OCCUPANCY MAY BE RECEIVED; AND AMENDING TWIN FALLS MUNICIPAL CODE §10-13: ZONING PERMITS, CLARIFYING A CERTIFICATE OF OCCUPANCY IS REQUIRED AND THE PROCESS TO RECEIVE A FULL AND TEMPORARY CERTIFICATE OF OCCUPANCY; AUTHORIZING PUBLICATION OF THE ORDINANCE BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to change portions of Twin Falls City Code Sections 10-11 and 10-13 to alter and clarify the processes for obtaining certificates of occupancy;

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

Section 1: That Title 10, Chapter 11 of the Twin Falls City Code regulating Required Improvements be amended as follows:

CHAPTER REQUIRED IMPROVEMENTS

11

SECTION:

10-11-1: Improvements Required

[10-11-2: Exceptions](#)

10-11-[3](#): Landscaping

10-11-[4](#): Screening [of Properties](#)

10-11-[5](#): Parking Areas

10-11-[6](#): [Right of Way Improvements](#)

10-11-[7](#): ~~Sanitation~~ [Solid Waste Management](#)

10-11-[8](#): Water And Sewer

10-11-[9](#): Drainage And Stormwater Management

10-11-[10](#): Floodplain Regulations

10-11-[11](#): Reference Codes

10-11-1: IMPROVEMENTS REQUIRED:

The improvements required herein shall be provided whenever a building or structure is constructed, placed, erected or enlarged or when there is a change of use of a building, structure or parcel of land. Unless otherwise provided in this chapter, all required improvements shall be a condition of any building permit and they shall be completed prior to ~~final inspection and~~ issuance of a Certificate of Occupancy of the building. ~~If cost of improvements required by sections 10-11-2 through 10-11-5 of this chapter exceeds twenty five percent (25%) of the cost of the proposed private improvements, an agreement may be negotiated to allow the required improvements to be staged over a period of time not to exceed three (3) years. Whenever a building is constructed, placed, erected or enlarged and that building is in an isolated or undeveloped area, or in cases of exceptional hardship, improvements may be deferred by the council in cases where a deferral would otherwise be unavailable. Any improvements required by sections 10-11-2 through 10-11-5 of this chapter are not required for minor modifications or additions to existing buildings or structures when the modifications and improvements do not constitute more than a twenty five percent (25%) increase over the square footage of the existing buildings or a total increase in square footage over ten thousand (10,000) square feet, whichever is less, within any three (3) year period from date of completion of other expansion.~~

~~If a single building of a premises containing multiple buildings is expanded over twenty five percent (25%) of that building's square footage but less than a total of twenty five percent (25%) of the combined square footage of all buildings, the improvements required by sections 10-11-2 through 10-11-5 of this chapter shall be provided for the building being expanded only. If the expansion is greater than ten thousand (10,000) square feet or greater than twenty five percent (25%) of the combined footage of all buildings, the improvements required by sections 10-11-2 through 10-11-5 of this chapter shall be provided for the entire premises. (Ord. 2996, 12-6-2010)~~

10-11-2: EXCEPTIONS:

- (A) **Cost of Improvements:** If cost of improvements required by sections 10-11-3 through 10-11-6 of this chapter exceeds twenty five percent (25%) of the cost of the proposed private improvements, an agreement may be negotiated to allow the required improvements to be staged over a period of time not to exceed three (3) years.
- (B) **Size of Building Addition or Modification:** Any improvements required by sections 10-11-3 through 10-11-6 of this chapter are not required for minor modifications or additions to existing buildings or structures when the modifications and improvements do not constitute more than a twenty five percent (25%) increase over the square footage of the existing buildings or a total increase in square footage over ten thousand (10,000) square feet, whichever is less, within any three (3) year period from date of completion of other expansion.
- (C) **Sites with multiple Buildings:** If a single building of a premises containing multiple buildings is expanded over twenty five percent (25%) of that building's square footage but less than a total of twenty five percent (25%) of the combined square footage of all buildings, the improvements required by sections 10-11-3 through 10-11-6 of this chapter shall be provided for the building being expanded only. If the expansion is greater than ten thousand (10,000) square feet or greater than twenty five percent (25%) of the combined footage of all

buildings, the improvements required by sections 10-11-3 through 10-11-6 of this chapter shall be provided for the entire premises.

10-11-~~3~~: LANDSCAPING:

(A) Minimum Standards: The required minimum size landscaped area shall, as a minimum, have the following plant life:

1. One tree per five hundred (500) square feet of landscaped area. At least fifty percent (50%) of the required trees shall be evergreens. All trees shall have a height of at least four feet (4') when planted.
2. One bush per one hundred (100) square feet of landscaped area. At least fifty percent (50%) of the required bushes shall be evergreens.

3. Within required landscaped areas, display of vehicles, trailers, pickup shells, tires, or any other items for sale is prohibited.

a. Except upon city approved display pads provided through zoning development agreements (ZDA), or as approved through the special use permit process.

b. No such display pads shall be approved within fifteen feet (15') of the sidewalk or future sidewalk.

~~3.4.~~ The commission may approve alternative plans or designs to allow innovative landscaping. (Ord. 2012, 7-6-1981)

(B) Approval And Completion:

1. A landscaping plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building. (Ord. 3082, 12-8-2014)

~~2. Landscaping conforming to the approved landscaping plan shall be completed before a certificate of occupancy is issued for the appurtenant building or at such other time as may be agreed upon in writing by the administrator and landowner; however, said agreement shall not extend the completion date beyond the next normal planting season for the proposed vegetation. (Ord. 2620, 8-2-1999)~~ A Temporary Certificate of Occupancy may be issued when the landscaping vegetation items are not completed.

3. All landscaping shall be maintained in a manner consistent with the minimum requirements of this section. (Ord. 2850, 2-21-2006)

~~4. Within required landscaped areas, display of vehicles, trailers, pickup shells, tires or any other items for sale is prohibited except upon city approved display pads provided through zoning development agreements (ZDA) or approval through the special use permit process. No such display pads shall be approved within fifteen feet (15') of the sidewalk or future sidewalk. (Ord. 3082, 12-8-2014)~~

10-11-~~3~~4: SCREENING OF PROPERTIES:

(...)

(D) Approval And Completion:

1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
2. All requirements found within the Screening section shall be completed prior to issuance of any Certificate of Occupancy.

Notes

1. See section 9-9-16 of this code.

10-11-~~4~~5: PARKING AREAS:

(...)

(F) Approval And Completion:

1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
2. A Temporary Certificate of Occupancy may be issued when the following Parking Area items have not been completed:
 - a. Parking stall striping.
 - b. Hard surfacing: only in areas that are not part of other requirements of this code.
 - i. Any area or items needed to meet the minimum code requirements for ADA Accessibility, parking lot layouts (delivery areas, parking spaces, maneuvering areas), and/or stormwater systems shall be installed prior to any Certificate of Occupancy being issued.

10-11-~~5~~6: ~~STREETS~~ RIGHT-OF-WAY IMPROVEMENTS:

(...)

(E) Approval And Completion:

1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
2. All requirements found within this section shall be completed, or other financial surety accepted by the City of Twin Falls, prior to issuance of any Certificate of Occupancy.

10-11-~~67~~: ~~SANITATION FACILITIES~~ SOLID WASTE MANAGEMENT:

- (A) ~~Waste Pens~~ Trash bins: A ~~waste-pen~~ trash bin of sufficient size to accommodate all trash or solid waste stored on the premises shall be provided in any zoning district ~~or subdistrict~~ except buildings containing two (2) or less household units.
- (B) Enclosure: All ~~waste-pens~~ trash bins shall be completely surrounded with a well-maintained fence or wall ~~of a type~~ that will completely obscure ~~from view~~ all trash and waste stored in the ~~pen-enclosure~~. All ~~waste-pens~~ trash bins shall be visibly screened from adjacent streets and properties.
- ~~(B) Incinerators: Incinerators or trash burners shall be permitted in the CB, C1, M1 and M2 zoning districts and subdistricts for the burning of wood or paper products only, providing that such incinerators are fired with supplemental fuel and meet all requirements of any other state or local codes.~~
- ~~(C) Wastewater: Overflow of water from air conditioners or other sources of wastewater shall not be permitted to discharge into alleys or street gutters. (Ord. 2012, 7-6-1981; amd. Ord. 2526, 5-20-1996)~~
- (C) Approval And Completion:
1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
 2. A Temporary Certificate of Occupancy may be issued when the following Solid Waste Management items have not been completed:
 - a. Enclosure of the trash bins.

10-11-~~78~~: WATER AND SEWER:

(...)

- (A) Approval And Completion:
1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
 2. All requirements found within the Water and Sewer section shall be completed prior to issuance of any Certificate of Occupancy.

10-11-~~89~~: DRAINAGE AND STORM WATER MANAGEMENT:

(...)

- (H) Approval And Completion:
1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
 2. All requirements found within the Drainage and Storm Water Management section shall be completed prior to issuance of any Certificate of Occupancy.

10-11-~~9~~10: FLOODPLAIN REGULATIONS:

(...) (H) Approval And Completion:

1. A site plan conforming to the minimum requirements of this section shall be submitted for approval as part of the application for a building permit to construct any building.
2. All requirements found within the Flood Plain Regulations section shall be completed prior to issuance of any Certificate of Occupancy.

10-11-11: REFERENCE CODES:

(...)

Section 2: That Title 10, Chapter 13 of the Twin Falls City Code regulating Permits be amended as follows:

CHAPTER
PERMITS

13

SECTION:

10-13-1: Building Permit

10-13-2: ~~Available Permits~~ Certificate of Appropriateness

10-13-~~23~~4: Variances

10-13-~~24~~2: Special Use

10-13-~~25~~3: Revocation Of ~~Zoning~~ Permits

10-13-1: BUILDING PERMIT:

- (A) Permit Required: No person shall erect, construct, enlarge, alter, repair, move, convert or demolish any building or structure in the city or cause the same to be done without first obtaining a separate building permit for each such building or structure from the city building official.
- (B) Certificate of Occupancy Required: It shall be unlawful to use, occupy, or permit the use or occupancy of any building, premises, or part thereof, thereafter created, erected, changed, converted, or wholly or partly altered, or enlarged in its use or structure, until a certificate of occupancy has been issued stating that the proposed use of the building and/or land conforms to the requirements of this title, and with all conditional provisions that may have been imposed.

1. A temporary certificate of occupancy may be initially issued for a period not to exceed six (6) months.
 - a. A nonrefundable fee, and refundable retainer, as determined by the adopted master fee schedule, shall be collected prior to issuance of a temporary certificate of occupancy.
 - b. One extension may be granted for an additional three (3) months upon new application and payment of additional nonrefundable fee.
 - c. Temporary Certificates expire at 5:00 PM on the date listed.
 - d. In the event a temporary certificate expires without completion of the Required Improvements, the entire retainer amount shall be forfeited to the City of Twin Falls. In addition to the retainer forfeiture, the City may also initiate revocation proceedings of any permit, license, or any other approval, according to their respective revocation procedures.

(B C) Application For Permit: To apply for a permit the applicant shall first file an application therefore in writing on a form furnished for that purpose by the city building official, who shall determine the acceptability of the request in conformance with the building code, and who shall thereupon issue or deny the application.

~~(C) Certificate Of Appropriateness: For those properties located within the Twin Falls downtown historic district and the Twin Falls City Park historic district, before applying for a building permit, the property owner shall apply for and receive a certificate of appropriateness from the Twin Falls historic preservation commission.~~

~~1. No exterior portion of any building or other structure, including walls, fences, light fixtures, steps and pavement, or other appurtenant features, nor aboveground utility structures nor any type of outdoor advertising sign shall be erected, altered, restored, moved or demolished within these districts until after an application for a certificate of appropriateness as to exterior features has been submitted to and approved by the historic preservation commission. The historic preservation commission shall review the "design guidelines" as they exist or as amended for compliance before issuing a certificate of appropriateness. The historic preservation commission shall make its determination within ten (10) business days after submission of the application. Such a certificate is to be issued by the historic preservation commission prior to the issuance of a building permit or other permit granted for purposes of construction or altering structures.~~

~~2. A certificate of appropriateness shall be required whether or not a building permit is required.~~

~~3. A decision of the historic preservation commission regarding an application for a certificate of appropriateness may be appealed by the applicant to the city council. (Ord. 2017-009, 2-27-2017)~~

10-13-2: CERTIFICATE OF APPROPRIATENESS:

(A) Permit Required: For those properties located within the Twin Falls downtown historic district and the Twin Falls City Park historic district, before applying for a building permit, the property owner shall apply for and receive a certificate of appropriateness from the Twin Falls historic preservation commission.

1. No exterior portion of any building or other structure, including walls, fences, light fixtures, steps and pavement, or other appurtenant features, nor aboveground utility structures nor any type of outdoor advertising sign shall be erected, altered, restored, moved or demolished within these districts until after an application for a certificate of appropriateness as to exterior features has been submitted to and approved by the historic preservation commission. The historic preservation commission shall review the "design guidelines" as they exist or as amended for compliance before issuing a certificate of appropriateness. The historic preservation commission shall make its determination within ten (10) business days after submission of the application. Such a certificate is to be issued by the historic preservation commission prior to the issuance of a building permit or other permit granted for purposes of construction or altering structures.
2. A certificate of appropriateness shall be required whether or not a building permit is required.
3. Appeal: A decision of the historic preservation commission regarding an application for a certificate of appropriateness may be appealed by the applicant to the city council. (Ord. 2017-009, 2-27-2017)

10-13-3: VARIANCES:

10-13-4: SPECIAL USE:

10-13-5: REVOCATION OF ZONING-PERMITS

Section 3: That this ordinance may be published by summary as follows:

SUMMARY OF
ORDINANCE NO. 2024-
12

Of the City of Twin Falls,
Idaho

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE §10-11: REQUIRED IMPROVEMENTS, REMOVING EXCEPTIONAL HARDSHIP EXEMPTION AND CLARIFYING WHEN AND HOW TEMPORARY CERTIFICATE'S OF OCCUPANCY MAY BE RECEIVED; AND AMENDING TWIN FALLS MUNICIPAL CODE §10-13: ZONING PERMITS, CLARIFYING A CERTIFICATE OF OCCUPANCY IS REQUIRED AND THE PROCESS TO RECEIVE A FULL AND TEMPORARY CERTIFICATE OF OCCUPANCY;

AUTHORIZING PUBLICATION OF THE ORDINANCE BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

Section 1 of the ordinance amends Twin Falls City Code §10-11. Below is an overview of each of the amended sections:

10-11-1: This section describes when improvements will be required. The amendment removes deferral by the City Council for exceptional hardship. Furthermore, exceptions have been removed from this section and moved to 10-11-2, Exceptions. Clarification has been provided on when a Temporary Certificate of Occupancy may be issued.

10-11-2: This section describes exceptions to the required improvement standards. This amendment has the exceptions remaining the same as described in the current version and places them in their own subsections for clarity.

10-11-3: This section describes landscaping requirements. This amendment clarifies all requirements that shall be completed prior to issuance of any certificate of occupancy.

10-11-4: This section describes screening of property requirements. This amendment clarifies that all requirements within the section shall be completed prior to issuance of any certificate of occupancy.

10-11-5: This section describes parking area requirements. This amendment clarifies when a temporary certificate of occupancy may be issued.

10-11-6: This section describes street requirements. This amendment clarifies that all requirements shall be completed prior to issuance of any certificate of occupancy.

10-11-7: This section describes solid waste facility requirements. This amendment changes the name from “Sanitation Facilities” to “Solid Waste Management.” This amendment changes the name of “waste pens” to “trash bins.” This amendment also removes incinerators and wastewater standards as they are addressed in other sections of the code. This amendment clarifies when a temporary certificate of occupancy may be issued.

10-11-8: This section describes water and sewer requirements. This amendment clarifies that all requirements shall be completed prior to issuance of any certificate of occupancy.

10-11-9: This section describes drainage and storm water management requirements. This amendment clarifies that all requirements shall be completed prior to issuance of any certificate of occupancy.

10-11-10: This section describes floodplain regulations. This amendment clarifies that all requirements shall be completed prior to issuance of any certificate of occupancy.

10-11-11: This section describes referenced codes. This amendment changes the reference numbers from 10-11-10 to 10-11-11.

Section 2 of the ordinance amends Twin Falls City Code §10-13. Below is an overview of each of the amended sections:

10-13-1: This section describes when a building permit is required and requirements to apply for and finish the building permit. This amendment adds a section outlining the Certificate of Occupancy

being required to occupy a building and outlines a process for obtaining a Full or Temporary Certificate of Occupancy.

10-13-2: This section describes when a Certificate of Appropriateness is required and the process to obtain one. This amendment moves Certificate of Appropriateness requirements from 10-13-1 to 10-13-2.

10-13-3 through 10-13-5: These sections describe variances, special use permits, and revocation of permits. This amendment changes the reference numbers to accommodate for the new Certificate of Appropriateness section.

Section 3 of the ordinance authorizes the ordinance to be published in summary.

Section 4 of the ordinance makes the ordinance effective immediately following its passage, approval, and publication.

The full text of Ordinance No. 2024-12 is available at Twin Falls city hall.

Section 4: This ordinance shall be made effective October 1, 2024.

Passed By the City Council

_____, 20____

Signed by the Mayor

_____, 20____

Mayor