



Twin Falls City Council Agenda

Monday, April 21, 2025, 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:** Arbor Day
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 April 14, Minutes.
By: Rachael Long, Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for April 10-16, 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request to approve April 16, 2025, Travel Requests. By:
Amy Luna, Deputy City Clerk
- 5) Items of Consideration
 - a) **ACTION ITEM:** Consideration of a request to amend City Code 9-6-8 by omitting subsection (A) 3 A trailer of more than one half (1/2) ton capacity and replacing with: (A) 3. Any trailer. Staff would also like to add the definition of a Recreational Vehicle to City Code: Recreational Vehicle-- a vehicle that has living quarters and is designed for recreational use, such as camping, travel, or seasonal use.
By: Nicole Swafford, Deputy Prosecuting Attorney, Sean Standley, Code Enforcement Coordinator
 - b) **ACTION ITEM:** Consideration of a request to adopt a new city code for Unlawful Assemblies in Public Spaces. Staff would also like to include a section for Failure to Disperse in this code.
By: Terry Thueson
 - c) **ACTION ITEM:** Consider a request to approve the Memorandum of Understanding between the Idaho State Department of Agriculture and the City of Twin Falls and authorize the Mayor to sign it.
By: Wendy Davis
 - d) **ACTION ITEM:** Request to approve the purchase of a 2025 Freightliner truck fitted with a mechanical broom sweeper at a cost of \$365,503.21 using a Cooperative Purchasing Agreement with Sourcewell and authorize the Public Works Director to execute the contract.
By: Mark Thomson Street Department Superintendent
 - e) **ACTION ITEM:** Request to authorize up to \$60,000 from wastewater reserve funds for the preliminary design of the Canyon Rim Drop Line project and approve a contract with Hazen and Sawyer to perform that work.
By: Nathan Erickson, Environmental Manager
 - f) **ACTION ITEM:** Fee Waiver/refund Request for Mechanical permit, (Theron W. Ward Judicial Building) 427 Shoshone St N, Permit #25-1265
By: Matthew Long, Building Official
 - g) **ACTION ITEM:** The Twin Falls School District is requesting a fee waiver for Lincoln Elementary HVAC upgrade 238 Buhl St N Permit#25-0874
By: Matthew Long, Building Official
- 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 Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (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, they 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 should 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 is the request 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.
 - The written comments, including e-mail, received by 12:00 p.m. on the date of the hearing shall be either read onto 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

Arbor Day Proclamation

WHEREAS: In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS: this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS: Arbor Day is now observed throughout the nation and the world, and

WHEREAS: trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

WHEREAS: trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS: trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS: trees, wherever they are planted, are a source of joy and renewal,

**THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby proclaim
Saturday, April 26th, 2025 as**

ARBOR DAY

in the City of Twin Falls, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the wellbeing of this and future generations.

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this*

*Ruth Pierce, Mayor
City of Twin Falls*

*Amy Luna
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, April 14, 2025, 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 & Grayson Stone.

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Mitch Humble, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, Assistant to City Manager Mandi Thompson, Public Information Coordinator Joshua Palmer, Desktop Support Analyst Brettrick Barker, City Planner Lisa Strickland

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) Proclamations

a) Twin Falls Optimist Club Youth Appreciation Week

Mayor Pierce read and presented the ***Twin Falls Optimist Club Youth Appreciation Proclamation.***

4) Consent Calendar

MOTION: Council Member Reid moved to approve the Consent Calendar as presented. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

a) Request to approve City Council 2025 April 07, Minutes.

b) Request to approve Accounts Payable for April 3-9, 2025.

c) Request City Council to approve the Special Event Permit for the organizers of the Walk for Wishes.

d) Request City Council to approve the Special Event Permit for the organizers of the FLUD's in the Dark 5K.

e) Request to approve Findings of Facts and Conclusions of Law for the following:

PZ25-0003 - Comprehensive Plan Amendment

f) Request to accept the Improvement Agreement for the purpose of developing **Blackhawk Subdivision No. 2** public infrastructure for a future subdivision.

g) Request to accept the Improvement Agreement for the purpose of developing **Sundance Subdivision No. 4 (Phase 6A)** public infrastructure for a future subdivision.

h) Request to approve a Trust Agreement for the **Shady Creek No. 1 at The Preserve**, placing all lots in trust.

5) Items of Consideration

a) Request to approve Resolution No. 2025-007 committing local match for federal 5307 transit funding.

Assistant to the City Manager Thompson requested to approve Resolution No. 2025-007 committing a local match for federal 5307 transit funding.

Discussion ensued on the following: None

MOTION: Council Member Stone moved to approve the request to approve Resolution No. 2025-007 committing a local match for federal 5307 transit funding. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

b) Request Council consideration to adopt the Title VI Plan and Procedures as required by FTA for federal transportation funding.

Assistant to City Manager Thompson requested Council consideration to adopt the Title VI Plan and Procedures as required by FTA for federal transportation funding.

Discussion ensued on the following: None

MOTION: Council Member Hawkins moved to approve the request to adopt the Title VI Plan and Procedures as required by FTA for federal transportation funding. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request to approve Resolution No. 2025-003 - Authorizing the Destruction of Records

Deputy City Clerk Luna requested to approve Resolution No. 2025-003 - Authorizing the Destruction of Records

Discussion ensued on the following:

Council Member Reid is wondering why 1939 records from the library are on it.

MOTION: Council Member Vollmer moved to approve the request to approve Resolution No. 2025-003 - Authorizing the Destruction of Records. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Consideration of Resolution No. 2025-005 authorizing the Lease of Water Shares

City Manager Rothweiler requested consideration of Resolution No. 2025-005 authorizing the Lease of Water Shares.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to approve the request to approve Resolution No. 2025-005 authorizing the Lease of Water Shares. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- e) A request to adopt Resolution No. 2025-006 declaring City-owned property located at 929 Washington Street South as surplus to the City's needs and the City's intent to dispose of that property via public auction.

Deputy City Manager Humble requested to adopt Resolution No. 2025-006 declaring City-owned property located at 929 Washington Street South as surplus to the City's needs and the City's intent to dispose of that property via public auction.

Discussion ensued on the following: None

MOTION: Council Member Vollmer moved to approve the request to adopt Resolution No. 2025-006 declaring City-owned property located at 929 Washington Street South as surplus to the City's needs and the City's intent to dispose of that property via public auction. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

6) General Public Input

7) Advisory Board Report/Announcements

Cutler stated that the library board had a meeting recently and the library will be closing during Western days this year.

Stone mentioned that the Chamber breakfast is April 4th.

Brown talked about the MPO meeting last week and that the traffic studies are coming up with different routes and an environmental study on the third bridge. MPO has funding approved they will start projects. Public meetings are coming up to get public input. Next three days 430-6

Rothweiler stated we will have another Council workshop coming up on May 5th.

Humble stated the Elevator for the library is starting.

8) Public Hearings

- a) Request for an amendment to the Sunwest Lazy J PUD to allow outside storage and display of products on property generally located on the southeast corner of Pole Line Rd and Washington St N. c/o Gerald Martin (PZ25-0016)

City Planner Strickland requested an amendment to the Sunwest Lazy J PUD to allow outside storage and display of products on property generally located on the southeast corner of Pole Line Rd and Washington St N. c/o Gerald Martin (PZ25-0016)

Public Hearing Opened: 5:38 pm

Public Hearing Closed: 5:44 pm

Council Member Stone recused himself due to a conflict of interest and stepped away from the dais.

Discussion ensued on the following:

Council Member Cutler would like clarification on what area on the map they are trying to change.

Gerald Marten spoke about this development about who wants that property and why they do.

Vice Mayor Brown asked what the dates were for when this changed from the original PUD.

Lexi Pyette is a lawyer, and her clients are opposed to this change and presented why they are opposed, and that this location is not zoned for outdoor storage.

Gerald Marten stated that he would follow city zoning codes for this change. That this place will be seasonal and that the products will be displayed not behind a wall.

Vollmer asked what the screening restrictions are and how close to a road.

Hawkins made a comment that he could see that since most of the businesses around there are commercial and that is the way this area is going, he is in favor of approval.

Reid mentioned that this location has always been a field, and he is excited to see a change for this property.

Vollmer stated it was good to hear from the original customers for the PUD and asked about the 14ft wall.

Cutler mentioned some of the conditions that have been stated should be put in place and that the property is on the western side of the zone, which allows space between applicants and residents.

Brown stated he is in favor of seeing this property finally being developed.

MOTION: Council Member Cutler moved to approve the request for amendment to the Sunwest Lazy J PUD to allow outside storage and display of products on property generally located on the southeast corner of Pole Line Rd and Washington St N. c/o Gerald Martin (PZ25-0016), specifically Sun West 1 &2, and it complies with municipal code 10-7-14. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0. **Council Member Stone** abstained.

9) Adjournment

The meeting adjourned at 05:56 PM

Rachael Long, Administrative Assistant

****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, April 21, 2025

To: Honorable Mayor and City Council

From: Nicole Swafford, Deputy Prosecuting Attorney, Sean Standley, Code Enforcement Coordinator

ACTION ITEM

Request:

Consideration of a request to amend City Code 9-6-8 by omitting subsection (A) 3 A trailer of more than one half (1/2) ton capacity and replacing with: (A) 3. Any trailer. Staff would also like to add the definition of a Recreational Vehicle to City Code: Recreational Vehicle-- a vehicle that has living quarters and is designed for recreational use, such as camping, travel, or seasonal use.

Time Estimate:

The staff presentation will take approximately 10 minutes. Following the presentation, time may be needed for questions and answers.

Background:

The Code Enforcement Department receives a significant number of complaints regarding trailers 1/2 ton or smaller being stored on public streets. Storing these types of trailers on public streets creates maintenance issues for our Street Department as they are unable to sweep gutters and remove debris that may cause flooding, safety issues regarding motor vehicles having to yield for oncoming traffic, bicycle and pedestrian safety issues, sight obstruction issues when being stored next to driveways and intersections.

Approval Process:

Should the council desire to adopt the ordinance, a special motion to waive the rule and place the ordinance on third and final reading by title only, will need to be approved. Following the reading of the title, the ordinance can be approved by a simple majority vote of the council.

Budget Impact:

There will be no impact on the city budget.

Regulatory Impact:

Approval of this request will allow our officers to educate and enforce parking codes to allow for safety and maintenance issues more efficiently.

History:

N/A

Analysis:

N/A

Conclusion:

City Staff recommends that the council adopt the attached ordinance as presented.

Attachments:

1. Trailer picture #1

2. Trailer picture #2
3. Trailer picture #3
4. Trailer picture #4
5. 9-6-1 Definitions tracked changes
6. 9-6-8 Parking trucks, trailers, unused and inoperative vehicles track changes
7. Parking Trucks, Vehicles Ordinance 2025-04-10



BigTex

3554

← LOC REAR
TO NEXT INTR
LXF







9-1-6: DEFINITIONS:

The words and phrases used in this title shall have meanings ascribed to them as the same are provided in title 49, Idaho Code, and as the same may be amended from time to time.

ALLEY: A narrow passageway between two (2) streets in the city as distinguished from a public street and is usually located in the rear of the properties fronting on such streets.

AUTHORIZED EMERGENCY VEHICLES: Vehicles of the fire department, police vehicles and such ambulances and emergency vehicles of municipal departments or public service corporations as are designated or authorized by the city.

BICYCLE: Every vehicle having wheels, any two (2) of which are not less than twelve inches (12") in diameter, propelled exclusively by human power, upon which any person may ride, including tricycles and other multicycles, excluding scooters and similar devices.

CROSSWALK: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway.

Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE: A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER: Every person who drives or is in actual physical control of a vehicle.

FREIGHT CURB LOADING ZONE: A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

INTERSECTION: The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at or approximately at right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

Where a highway includes two (2) roadways thirty feet (30') or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty feet (30') or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY: A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

LIMITED ACCESS HIGHWAY: Every highway, street or roadway in respect to which owners or occupants of abutting property or lands and other persons have no legal right of access

to or from the same, except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

MOTOR VEHICLE: Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

MOTORCYCLE: Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor.

OFFICIAL TIME STANDARD: Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the city.

OFFICIAL TRAFFIC-CONTROL DEVICES: All signs, signals, markings and devices not inconsistent with this code placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

PARK: When prohibited means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

PASSENGER CURB LOADING ZONE: A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN: Any person afoot.

PERSON: Every natural person, firm, copartnership, association or corporation.

POLICE OFFICER: Every officer of the municipal police department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD OR DRIVEWAY: Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD: A carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

RAILROAD TRAIN: A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails, except streetcars.

RECREATIONAL VEHICLE: A vehicle that has living quarters and is designed for recreational use, such as camping, travel, or seasonal use.

RIGHT OF WAY: The privilege of the immediate use of a roadway.

ROADWAY: That portion of a street or highway improved, designed or ordinarily used for vehicular travel. In the event a highway includes two (2) or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE: The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK: That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

STOP: When required, means complete cessation of movement.

STOP, STOPPING OR STANDING: When prohibited, means any stopping or standing of a vehicle whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

STREET OR HIGHWAY: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

THROUGH HIGHWAY: Every street or highway or portion thereof at the entrances to which vehicular traffic from intersecting streets or highways is required by law to stop before entering or crossing the same and when stop signs are erected as provided in this title.

TRAFFIC: Pedestrians, ridden or herded animals, vehicles, buses and other conveyances either singly or together while using any street for purposes of travel.

TRAFFIC CONTROL SIGNAL: Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

TRAFFIC SECTION: The traffic section of the police department of the city, or in the event a traffic section is not established, then said term whenever used herein shall be deemed to refer to the police department of the city.

VEHICLE: Every device upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks. (1958 Code ch. IX art. 16; amd. Ord. 2994, 11-8-2010)

9-6-8: PARKING TRUCKS, TRAILERS, UNUSED AND INOPERATIVE VEHICLES:

(A) No person shall park the following on any street or alley, except as outlined in paragraph (B):

1. A motor vehicle of one and one-half (1 ½) ton capacity or more, or
2. A vehicle which has an overall length of more than twenty-two feet (22'), or
3. ~~A trailer of more than one-half (1/2) ton capacity.~~ Any trailer.

(B) Exceptions: Paragraph (A) shall not apply when:

1. In the Manufacturing District, or
2. The person is engaged in the actual loading or unloading of passengers or property,
or
3. The person is engaged in an ongoing, lawful construction project, where such construction project is conducted under a valid City of Twin Falls permit and such trailer or vehicle is parked within one hundred feet (100') of such construction.

(C) No unused, inoperative, abandoned vehicle or recreational vehicle shall be parked for more than twenty-four (24) hours on any street.

(Ord. 2019-011, 10-14-2019)

ORDINANCE NO. 2025-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TWIN FALLS, ID PROVIDING FOR THE AMENDMENT OF
TWIN FALLS CITY CODE SECTION 9-6-8 TO PARKING
TRUCKS, TRAILERS, UNUSED AND INOPERATIVE VEHICLES

WHEREAS, The Code Enforcement Department receives a significant number of complaints regarding trailers 1/2 ton or smaller being stored on public streets; and

WHEREAS, Storing these types of trailers on public streets creates maintenance issues for our Street Department as they are unable to sweep gutters and remove debris that may cause flooding. These trailers also cause safety issues with motor vehicles having to yield for oncoming traffic, bicycle and pedestrian safety issues, and sight obstruction issues when being stored next to driveways and intersections; and

WHEREAS, the City Council has determined that it is necessary to revise the City Code to address these issues and allow our officers to educate and enforce parking codes to allow for safety and maintenance issues more efficiently;

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

Section 1: That Chapter 9, Title 1 regarding Traffic Code, Administration be amended as follows:

Section 9-1-6: Definitions:

The words and phrases used in this title shall have meanings ascribed to them as the same are provided in title 49, Idaho Code, and as the same may be amended from time to time.

ALLEY: A narrow passageway between two (2) streets in the city as distinguished from a public street and is usually located in the rear of the properties fronting on such streets.

AUTHORIZED EMERGENCY VEHICLES: Vehicles of the fire department, police vehicles and such ambulances and emergency vehicles of municipal departments or public service corporations as are designated or authorized by the city.

BICYCLE: Every vehicle having wheels, any two (2) of which are not less than twelve inches (12") in diameter, propelled exclusively by human power, upon which any person may ride, including tricycles and other multicycles, excluding scooters and similar devices.

CROSSWALK: That part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or in the absence of curbs from the edges of the traversable roadway.

Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

CURB LOADING ZONE: A space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials.

DRIVER: Every person who drives or is in actual physical control of a vehicle.

FREIGHT CURB LOADING ZONE: A space adjacent to a curb for the exclusive use of vehicles during the loading or unloading of freight (or passengers).

INTERSECTION: The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines of the roadways of two (2) highways which join one another at or approximately at right angles, or the area within which vehicles traveling upon different highways joining at any other angle may come in conflict.

Where a highway includes two (2) roadways thirty feet (30') or more apart, then every crossing of each roadway of such divided highway by an intersecting highway shall be regarded as a separate intersection. In the event such intersecting highway also includes two (2) roadways thirty feet (30') or more apart, then every crossing of two (2) roadways of such highways shall be regarded as a separate intersection.

LANED ROADWAY: A roadway which is divided into two (2) or more clearly marked lanes for vehicular traffic.

LIMITED ACCESS HIGHWAY: Every highway, street or roadway in respect to which owners or occupants of abutting property or lands and other persons have no legal right of access to or from the same, except at such points only and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

MOTOR VEHICLE: Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

MOTORCYCLE: Every motor vehicle having a saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding a tractor.

OFFICIAL TIME STANDARD: Whenever certain hours are named herein they shall mean standard time or daylight-saving time as may be in current use in the city.

OFFICIAL TRAFFIC-CONTROL DEVICES: All signs, signals, markings and devices not inconsistent with this code placed or erected by authority of a public body or official having jurisdiction, for the purpose of regulating, warning or guiding traffic.

PARK: When prohibited means the standing of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in loading or unloading.

PASSENGER CURB LOADING ZONE: A place adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers.

PEDESTRIAN: Any person afoot.

PERSON: Every natural person, firm, copartnership, association or corporation.

POLICE OFFICER: Every officer of the municipal police department or any officer authorized to direct or regulate traffic or to make arrests for violations of traffic regulations.

PRIVATE ROAD OR DRIVEWAY: Every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

RAILROAD: A carrier of persons or property upon cars, other than streetcars, operated upon stationary rails.

RAILROAD TRAIN: A steam engine, electric or other motor, with or without cars coupled thereto, operated upon rails, except streetcars.

RECREATIONAL VEHICLE: A vehicle that has living quarters and is designed for recreational use, such as camping, travel, or seasonal use.

RIGHT OF WAY: The privilege of the immediate use of a roadway.

ROADWAY: That portion of a street or highway improved, designed or ordinarily used for vehicular travel. In the event a highway includes two (2) or more separate roadways the term "roadway" as used herein shall refer to any such roadway separately but not to all such roadways collectively.

SAFETY ZONE: The area or space officially set apart within a roadway for the exclusive use of pedestrians and which is protected or is so marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

SIDEWALK: That portion of a street between the curb lines, or the lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

STOP: When required, means complete cessation of movement.

STOP, STOPPING OR STANDING: When prohibited, means any stopping or standing of a vehicle whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.

STREET OR HIGHWAY: The entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

THROUGH HIGHWAY: Every street or highway or portion thereof at the entrances to which vehicular traffic from intersecting streets or highways is required by law to stop before entering or crossing the same and when stop signs are erected as provided in this title.

TRAFFIC: Pedestrians, ridden or herded animals, vehicles, buses and other conveyances either singly or together while using any street for purposes of travel.

TRAFFIC CONTROL SIGNAL: Any device, whether manually, electrically or mechanically operated, by which traffic is alternately directed to stop and to proceed.

TRAFFIC SECTION: The traffic section of the police department of the city, or in the event a traffic section is not established, then said term whenever used herein shall be deemed to refer to the police department of the city.

VEHICLE: Every device upon or by which any person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks. (1958 Code ch. IX art. 16; amd. Ord. 2994, 11-8-2010)

Section 2: That Chapter 6, Title 9 regarding Stopping, Standing or Parking be amended as follows:

9-6-8: PARKING TRUCKS, TRAILERS, UNUSED AND INOPERATIVE VEHICLES:

(A) No person shall park the following on any street or alley, except as outlined in paragraph (B):

1. A motor vehicle of one and one-half (1 ½) ton capacity or more, or
2. A vehicle which has an overall length of more than twenty-two feet (22'), or
3. **A trailer of more than one half (1/2) ton capacity. Any trailer.**

(B) Exceptions: Paragraph (A) shall not apply when:

1. In the Manufacturing District, or
2. The person is engaged in the actual loading or unloading of passengers or property, or
3. The person is engaged in an ongoing, lawful construction project, where such construction project is conducted under a valid City of Twin Falls permit and such trailer or vehicle is parked within one hundred feet (100') of such construction.

(C) No unused, inoperative, abandoned vehicle or recreational vehicle shall be parked for more than twenty-four (24) hours on any street.

Passed By the City Council

_____, 20____

Signed by the Mayor

_____, 20____
Mayor

CITY ORDINANCE NO. O-2025-007: PROHIBITION OF UNLAWFUL ASSEMBLIES IN PUBLIC SPACES

SECTION 1: PURPOSE The purpose of this ordinance is to maintain public safety, ensure the free flow of commerce, and protect the rights of business owners and the public from unlawful assemblies that create hazardous or physically offensive conditions.

SECTION 2: UNLAWFUL ASSEMBLY IN PUBLIC SPACES

A. Unlawful Conduct: It shall be unlawful for any person or group to assemble in a public space or a space open to the public without lawful and legitimate business with the property owner, business, or occupant adjacent to the immediate space, if such assembly:

1. Creates or establishes a hazardous or physically offensive condition, to include;
2. Causes significant disruption to normal operations of a property owner, occupant, or resident;
3. Results in substantial interference with pedestrian or vehicular traffic;
4. Results in the creation of excessive noise through amplified music, chanting, yelling, clatter, or vehicle use such as revving engines, burnouts, and racing;
5. Result in the creation and discard of excess garbage, waste, debris, trash, and/or litter;
6. Poses a substantial risk of injury, alarm, or serious disruptions to any person or property;
7. Blocks sidewalks with lawn chairs, tables, or other obstacles without a business license or special events permit allowing for the general use of the property by the public.

B. Violation of this ordinance constitutes an infraction and carries a \$300.00 fine.

C. Exemptions: Any special event, festival, sale, or other public activity organized and operated under a special event permit is exempt from this section.

SECTION 3: FAILURE TO DISPERSE

A. Unlawful Conduct: When two (2) or more people congregate in a public place and the acts of such persons create a substantial risk of injury, alarm, or serious inconvenience to any person or property, or hinder or obstruct the free passage of any person or vehicle upon a public right-of-way, a peace officer or other public official engaged in executing and enforcing the law may order the participants and others in the immediate vicinity to disperse.

B. Penalty: A person who refuses a lawful order to disperse or knowingly and intentionally fails to obey such an order is guilty of a misdemeanor and shall be subject to penalties including fines and/or imprisonment as determined by local statutes.

SECTION 4: ENFORCEMENT AND PENALTIES

A. Law enforcement officers and other public officials are authorized to enforce this ordinance to ensure public order and compliance.

B. Violators of this ordinance may be subject to fines, citations, or other penalties as prescribed by local law.

SECTION 5: EXEMPTIONS This ordinance shall not apply to lawful demonstrations, protests, rallies or gatherings protected under the First Amendment, provided such activities do not create hazardous or physically offensive conditions as outlined in Section 2. Exemptions from this ordinance include special events such as parades, festivals, sidewalk sales, etc., that complete and receive appropriate permits through the City of Twin Falls Special Events Permit process. No such order shall apply to a news reporter or other person observing or recording the events on behalf of the public press or other news media, unless he/she is physically obstructing lawful efforts by such officer to disperse the group.

SECTION 6: SEVERABILITY If any section or provision of this ordinance is found to be invalid or unconstitutional, such finding shall not affect the validity of the remaining portions of the ordinance.

SECTION 7: EFFECTIVE DATE This ordinance shall take effect immediately upon passage and publication as required by law.



Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Terry Thueson

ACTION ITEM

Request:

Consideration of a request to adopt a new city code for Unlawful Assemblies in Public Spaces. Staff would also like to include a section for Failure to Disperse in this code.

Time Estimate:

The staff presentation will take approximately 10 minutes. Following the presentation, time may be needed for questions and answers.

Background:

The downtown area of Twin Falls continues to be a cornerstone for local culture and business. However, recent feedback highlights growing concerns from community members and merchants regarding loitering on Main Avenue. The Twin Falls Police Department has documented numerous complaints regarding large groups congregating downtown during favorable weather conditions. Such gatherings have been linked to disruptive behavior, including: obstruction of sidewalks, interference with parking and the flow of traffic, amplified music and vehicle noise disturbances. These groups have also been responsible for littering items such as beer bottles, which have often been found on sidewalks and parking areas. These disturbances not only affect residents but also hinder normal business operations for local merchants.

In August 2024, an informal presentation was given to highlight examples of the issues that have been reported, the citations issued, and the arrests that have been made. The City Council then gave the directive to the Twin Falls Police Department to pursue viable solutions.

Two productive meetings were held between city supervisors and local business owners to explore actionable solutions that balance the needs of all parties.

Following these meetings, a draft ordinance has been prepared and reviewed by the City Prosecutor. This ordinance aims to regulate behaviors contributing to downtown disruptions, ensuring that Main Avenue remains inviting and functional for all community members.

Approval Process:

Should the council desire to adopt the ordinance, a special motion to waive the rule and place the ordinance on third and final reading by title only, will need to be approved. Following the reading of the title, the ordinance can be approved by a simple majority vote of the council. The ordinance will go into effect after staff publishes the proper public notice.

Budget Impact:

There will be no impact on the city budget.

Regulatory Impact:

Approval of this request will allow our officers to educate and enforce problems generated from activities identified under unlawful assemblies in a more efficient and effective manner.

History:

N/A

Analysis:

N/A

Conclusion:

City Staff recommends that the council adopt the attached ordinance as presented.

Attachments:

1. CITY ORDINANCE Draft

CITY ORDINANCE NO. O-2025-007: PROHIBITION OF UNLAWFUL ASSEMBLIES IN PUBLIC SPACES

SECTION 1: PURPOSE The purpose of this ordinance is to maintain public safety, ensure the free flow of commerce, and protect the rights of business owners and the public from unlawful assemblies that create hazardous or physically offensive conditions.

SECTION 2: UNLAWFUL ASSEMBLY IN PUBLIC SPACES

A. Unlawful Conduct: It shall be unlawful for any person or group to assemble in a public space or a space open to the public without lawful and legitimate business with the property owner, business, or occupant adjacent to the immediate space, if such assembly:

1. Creates or establishes a hazardous or physically offensive condition, to include;
2. Causes significant disruption to normal operations of a property owner, occupant, or resident;
3. Results in substantial interference with pedestrian or vehicular traffic;
4. Results in the creation of excessive noise through amplified music, chanting, yelling, clatter, or vehicle use such as revving engines, burnouts, and racing;
5. Result in the creation and discard of excess garbage, waste, debris, trash, and/or litter;
6. Poses a substantial risk of injury, alarm, or serious disruptions to any person or property;
7. Blocks sidewalks with lawn chairs, tables, or other obstacles without a business license or special events permit allowing for the general use of the property by the public.

B. Violation of this ordinance constitutes an infraction and carries a \$300.00 fine.

C. Exemptions: Any special event, festival, sale, or other public activity organized and operated under a special event permit is exempt from this section.

SECTION 3: FAILURE TO DISPERSE

A. Unlawful Conduct: When two (2) or more people congregate in a public place and the acts of such persons create a substantial risk of injury, alarm, or serious inconvenience to any person or property, or hinder or obstruct the free passage of any person or vehicle upon a public right-of-way, a peace officer or other public official engaged in executing and enforcing the law may order the participants and others in the immediate vicinity to disperse.

B. Penalty: A person who refuses a lawful order to disperse or knowingly and intentionally fails to obey such an order is guilty of a misdemeanor and shall be subject to penalties including fines and/or imprisonment as determined by local statutes.

SECTION 4: ENFORCEMENT AND PENALTIES

A. Law enforcement officers and other public officials are authorized to enforce this ordinance to ensure public order and compliance.

B. Violators of this ordinance may be subject to fines, citations, or other penalties as prescribed by local law.

SECTION 5: EXEMPTIONS This ordinance shall not apply to lawful demonstrations, protests, rallies or gatherings protected under the First Amendment, provided such activities do not create hazardous or physically offensive conditions as outlined in Section 2. Exemptions from this ordinance include special events such as parades, festivals, sidewalk sales, etc., that complete and receive appropriate permits through the City of Twin Falls Special Events Permit process. No such order shall apply to a news reporter or other person observing or recording the events on behalf of the public press or other news media, unless he/she is physically obstructing lawful efforts by such officer to disperse the group.

SECTION 6: SEVERABILITY If any section or provision of this ordinance is found to be invalid or unconstitutional, such finding shall not affect the validity of the remaining portions of the ordinance.

SECTION 7: EFFECTIVE DATE This ordinance shall take effect immediately upon passage and publication as required by law.

ORDINANCE NO. 25-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TWIN FALLS, ID PROVIDING FOR THE CREATION OF A
NEW CITY CODE PROVISION RELATING TO UNLAWFUL
ASSEMBLY

WHEREAS, the Twin Falls Police Department receives a significant number of complaints regarding the gathering of large groups of people in certain public spaces during the evening hours; and

WHEREAS, these groups generally engage in disruptive behavior causing diminished quality of life for residents and interfere with normal business operations of nearby merchants; and

WHEREAS, these complaints include activities such as blocking sidewalks, interfering with parking and the flow of traffic, and creating disturbances through amplified music and vehicle noise, and these groups are also responsible for increased garbage and other refuse being left in public places; and

WHEREAS, the City Council has determined it necessary to create a new provision of the City Code to address these issues and give law enforcement the ability to maintain safety, ensure the free flow of commerce, and protect the rights of business owners and the public from unlawful assemblies that create hazardous and physically offensive conditions.

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

That the following Chapter 14 of Title 6 Public Safety, Twin Falls City Code, to be entitled Unlawful Assembly, be enacted as follows:

SECTION 1: PURPOSE The purpose of this ordinance is to maintain public safety, ensure the free flow of commerce, and protect the rights of business owners and the public from unlawful assemblies that create hazardous or physically offensive conditions.

SECTION 2: UNLAWFUL ASSEMBLY IN PUBLIC SPACES

A. Unlawful Conduct: It shall be unlawful for any person or group to assemble in a public space or a space open to the public without lawful and legitimate business with the property owner, business, or occupant adjacent to the immediate space, if such assembly:

1. Creates or establishes a hazardous or physically offensive condition, to include;
2. Causes significant disruption to normal operations of a property owner, occupant, or resident;
3. Results in substantial interference with pedestrian or vehicular traffic;
4. Results in the creation of excessive noise through amplified music, chanting, yelling, clatter, or vehicle use such as revving engines, burnouts, and racing;

5. Result in the creation and discard of excess garbage, waste, debris, trash, and/or litter;
6. Poses a substantial risk of injury, alarm, or serious disruptions to any person or property;
7. Blocks sidewalks with lawn chairs, tables, or other obstacles without a business license or special events permit allowing for the general use of the property by the public.

B. Violation of this ordinance constitutes an infraction and carries a \$300.00 fine.

C. Exemptions: Any special event, festival, sale, or other public activity organized and operated under a special event permit is exempt from this section.

SECTION 3: FAILURE TO DISPERSE

A. **Unlawful Conduct:** When two (2) or more people congregate in a public place and the acts of such persons create a substantial risk of injury, alarm, or serious inconvenience to any person or property, or hinder or obstruct the free passage of any person or vehicle upon a public right-of-way, a peace officer or other public official engaged in executing and enforcing the law may order the participants and others in the immediate vicinity to disperse.

B. **Penalty:** A person who refuses a lawful order to disperse or knowingly and intentionally fails to obey such an order is guilty of a misdemeanor and shall be subject to penalties including fines and/or imprisonment as determined by local statutes.

SECTION 4: ENFORCEMENT AND PENALTIES

A. Law enforcement officers and other public officials are authorized to enforce this ordinance to ensure public order and compliance.

B. Violators of this ordinance may be subject to fines, citations, or other penalties as prescribed by local law.

SECTION 5: EXEMPTIONS This ordinance shall not apply to lawful demonstrations, protests, rallies or gatherings protected under the First Amendment, provided such activities do not create hazardous or physically offensive conditions as outlined in Section 2. Exemptions from this ordinance include special events such as parades, festivals, sidewalk sales, etc., that complete and receive appropriate permits through the City of Twin Falls Special Events Permit process. No such order shall apply to a news reporter or other person observing or recording the events on behalf of the public press or other news media, unless he/she is physically obstructing lawful efforts by such officer to disperse the group.

SECTION 6: SEVERABILITY If any section or provision of this ordinance is found to be invalid or unconstitutional, such finding shall not affect the validity of the remaining portions of the ordinance.

SECTION 7: EFFECTIVE DATE This ordinance shall take effect immediately upon passage and publication as required by law.

Passed By the City Council _____, 20____

Signed by the Mayor _____, 20____
Mayor



Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Consider a request to approve the Memorandum of Understanding between the Idaho State Department of Agriculture and the City of Twin Falls and authorize the Mayor to sign it.

Time Estimate:

Allow approximately 10 minutes for presentation, questions and deliberation.

Background:

The Idaho State Department of Agriculture (ISDA) is authorized to inspect, treat, control and destroy invasive species. As part of the efforts to control the spread of the quagga mussel in the Snake River, ISDA wishes to operate an inspection and hot wash station at the Shoshone Falls boat access. ISDA is requesting the right to use a portion of City owned property to operate the inspection station. All costs associated with the inspection station will be the responsibility of ISDA, including operation, utilities or any improvements to the property to accommodate the station. Improvements to the site will be made by the City and reimbursed by ISDA up to \$300,000.

Please see the attached Memorandum of Understanding for more details.

Approval Process:

A simple majority will approve the request.

Budget Impact:

Any budget impact associated with this agreement will be reimbursed by ISDA.

Regulatory Impact:

Approval will authorize the Mayor to sign the MOU, and allow ISDA to open an inspection station in the park.

History:

N/A

Analysis:

N/A

Conclusion:

City attorney and staff have reviewed this document and recommend council approval.

Attachments:

1. 2025 Twin Falls City MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN THE IDAHO STATE DEPARTMENT OF AGRICULTURE
AND CITY OF TWIN FALLS

This Memorandum of Understanding (“MOU”) is made by and between the Idaho State Department of Agriculture (“ISDA”), 2270 Old Penitentiary Rd., P.O. Box 7249, Boise, ID 83707, and the City of Twin Falls, 203 Main Avenue East, Twin Falls, ID 83301, (“City”) (ISDA and City, collectively, “Parties”).

WHEREAS, the Idaho Legislature enacted the Idaho Invasive Species Act of 2008 (“Act”) Idaho Code§ 22-1901 *et seq.*, and expressed its concern regarding the increasing threat of invasive species;

WHEREAS, pursuant to the Act, ISDA has the authority to conduct inspections of public or private premises, lands, bodies of water, means of conveyance or articles of any person in order to inspect, survey, treat, control, collect samples of or destroy any invasive species.

WHEREAS, pursuant to the Act, ISDA also has the authority to seize, decontaminate or destroy any invasive species, and to issue hold orders;

WHEREAS, pursuant to the Act, ISDA has the authority to delegate authorities and duties under the Act to other state and local agencies, and to enter into memoranda of understanding to implement that delegation;

WHEREAS, pursuant to IDAPA 02.06.09.132 - .134, ISDA has the authority to inspect watercraft to prevent the introduction or spread of aquatic invertebrate invasive species (“AIIS”) in the State of Idaho. which inspection may include decontamination of the watercraft or conveyance;

WHEREAS, ISDA has designated and categorized AIIS in IDAPA 02.06.09.123, .130 and .140;

WHEREAS, ISDA desires to make use of a portion of City of Twin Falls Property at the Shoshone Falls Park for the sole purpose of operating "Inspection Stations" consisting of, but not limited to, shed/shelter, storage pod, electrical utilities and temporary traffic control (TTC) (i.e., signage, portable changeable message boards, channelizing devices).

WHEREAS, Inspection Stations are Idaho's first-line of defense against the introduction and spread of aquatic invasive species, and that strategically placed Inspection Stations maximize contact with watercraft and conveyances that are exiting the impacted mid-Snake region.

WHEREAS, the City has been organized in accordance with the provisions of; Title 50, Chapter 1, Idaho Code.

WHEREAS, the City has the authority to enter into such contracts as may be necessary and

convenient for the exercise of its powers;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the Parties agree as follows:

I. RESPONSIBILITIES AND PROCEDURES

City agrees as follows:

- City grants to ISDA a right to use a portion of City property for the sole purpose of operating Inspection Station, upon the terms of this MOU.
- City will maintain oversight of the Inspection Stations site. ISDA notifications and requests for service should be directed to their respective City Contact.
- City shall not damage ISDA's property while accessing the property.

ISDA agrees as follows:

- Utilities shall be installed with meter(s) billed to ISDA. Location and placement of utilities shall be approved by the City prior to placement.
- Temporary traffic control (TTC) and signage shall be erected and maintained meeting City Operational Procedures, Manual on Traffic Control Devices (MU T.C.D), or as directed by The City of Twin Falls and their respective regulations.
- A TTC plan(s), including changes or modifications, shall be submitted to City for approval and acceptance prior to placement. Approved TTC plan(s) shall be kept on file with copies on-site and made available for inspection.
- Permanent signage may be requested and paid for by ISDA with the submittal of appropriate permits, at no fee.
- At times when Inspection Station activities are suspended or closed: TTC devices including signs shall be removed and placed at least 15' from the edge of travel way with face of sign turned down; permanently placed signs shall be covered, flip-down signs shall be in the closed position with flashing beacons removed or deactivated.
- ISDA at sole cost and expense, shall at all times properly maintain and keep in good and sanitary condition and repair the property and any improvements thereto.
- Notwithstanding anything to the contrary in this MOU, City shall have such access to the property as is necessary for City use for any reason.
- ISDA, at sole cost and expense, shall remove all improvements including personal

property and underground utility lines and restore site according to City request upon termination of MOU or abandonment of Inspection Station.

II. LOCATIONS:

Shoshone Falls Park, Twin Falls, Idaho and other agreed upon locations within the impacted area.

III. FINANCING

ISDA agrees as follows:

- ISDA is responsible for all costs incurred in operating the Inspection Station.
- ISDA is responsible for all costs, including but not limited to, installation, maintenance, removal and/or relocation of Inspection Station in the event the site is no longer in use by ISDA or upon agreement termination.
- ISDA agrees to reimburse City of Twin Falls, at Department costs, upon submittal of invoice(s) for resource and services including but not limited to labor, material, and equipment costs incurred for the projects at the sites listed, provided by City of Twin Falls at the request of ISDA.
- ISDA specifically agrees to be solely responsible for paying all utility costs associated with the Inspection Station.

City agrees as follows:

- City is responsible for the submission of City and 3rd party invoices and supporting documentation in accordance with MOU.
 - City will supply plans for proposed improvements or projects to ISDA for approval prior to implementation.
- A. Reimbursable Expenditures. ISDA will only reimburse the City for actual expenses incurred for 3rd party contractors, supplies, and materials as well as for labor related to work completed by the City at the fully burdened hourly rate established in this agreement. Expenditures cannot exceed a total reimbursement amount of three hundred thousand dollars (\$300,000.00). If the City spends funds in a manner inconsistent with this MOU, ISDA will require City to reimburse the funds, unless subsequently authorized by ISDA.

Any award to the City will be used solely for the purpose of site improvements and expenditures as outlined below. No portion of any award to City will be used for any purpose other than for these provisions, without the prior express written consent of ISDA.

1. ISDA reserves the right to review and approve all expenditures made pursuant to this MOU, in order to determine whether they are reimbursable or not. Upon notice by

ISDA of insufficient supporting documentation, City must provide the missing financial records such as receipts of expenditures or invoices and proof of payment, such as general invoice report or checks/warrants within three business days to ISDA's Program Manager for review. City must obtain written authorization from ISDA before it purchases items for reimbursement. Only reimbursable, actual expenditures or labor hours and dollar amounts based upon the fully burdened hourly rate established in this agreement should be listed on the invoice for reimbursement. The City bears the burden for payment for non-reimbursable expenditures.

- a. The following are examples of reimbursable 3rd party contractor expenditures:
 - Inspection Station site improvement costs including any construction work on or improvement to site grading, hard surfaces such as asphalt or cement, curbs and gutters, culverts and drainage structures, utility extensions and hookups, and traffic control equipment, gates, or signage.
 - Rental charges for equipment and machinery are reimbursable if all expenditures, rentals, etc. are approved by ISDA prior to rental. Written ISDA approval will be provided to the City and a copy kept in the agreement file at ISDA.
- b. The following are examples of reimbursable expenditures for work performed directly by the City:
 - Inspection Station site improvement costs including any construction work on or improvement to site grading, hard surfaces such as asphalt or cement, curbs and gutters, culverts and drainage structures, utility extensions and hookups, and traffic control equipment, gates, or signage.
 - A total number of direct labor hours for each consecutive work time period, must be reported on invoices. The hourly fully burdened base rate for all direct labor hours is \$30.00/hour.
 - Rental charges for equipment and machinery are reimbursable if all expenditures, rentals, etc. are approved by ISDA prior to rental. Written ISDA approval will be provided to the City and a copy kept in the agreement file at ISDA.
 - Utility costs for the site, if not billed directly to ISDA.
- c. The following is a non-exhaustive list of non-reimbursable expenditures. Any non-reimbursable expenditures are the City's responsibility.
 - ACTIVITIES AND EXPENSES NOT SPECIFICALLY DEFINED IN THE MOU such as:
 - o Meals and refreshments or meeting expenses
 - o Actual employee salary and fringe benefits for work performed directly by the City.
 - o Paper, pens, pencils, and other small miscellaneous office supplies
 - o Miscellaneous tools including flashlights and batteries

- o Printing or publication of regional invasive species booklets or calendars
- o Expenses such as essay contest cash awards, prizes, t-shirts, water bottles, or other such items
- o Accounting, auditing, or payroll software fees
- o Unauthorized or non-itemized fuel expenditures
- o Wireless data charges
- o Newspaper ads
- o Drug tests
- o Vehicle maintenance
- o Cell phone charges (including pre-paid minutes)
- o Activities other state and federal agencies are required to perform
- o Fines and penalties due to violations of, or failures to comply with, federal, state, or local law
- o Interest on bonds, interim financing and associated costs to finance projects
- o Legal expenses
- o Lobbying or expenses associated with lobbying
- o Ordinary operating expenses of state or local government
- o Personal injury compensation or damages arising out of the project, whether determined by adjudication, arbitration, negotiation or other means
- o Professional dues
- o Training unrelated to the project
- o Scientific research unrelated to a specific invasive species activity
- o Other incidental costs are also not allowed under this Agreement. incidental costs are those that are defined by ISDA as “accompanying but not a major part of work completed”.

Terms of Payment.

1. Total payment amount. ISDA will only reimburse City for work done that is consistent with actual hours worked or actual expenses incurred with this MOU, in an amount not to exceed \$300,000.00.
2. Administrative Fees. City may not take any administrative fees prior to funds being spent in accordance with this MOU. For the purposes of this MOU, administrative fees must not exceed ten percent (10%) of the total expended funds. Administrative fees are to cover those costs associated with the management and general function of this MOU. Examples include general business expenses such as office supplies as well as the gathering and submission of invoices and supporting documentation in accordance with this MOU.
3. Invoices. City will submit invoices on the 10th of each following month to ISDA. Only reimbursable, actual expenditures or labor hours and dollar amounts based upon the fully burdened hourly rate established in this agreement should be listed

on the invoice for reimbursement.

4. Submission of monthly invoice and documentation

- a. The invoice will list all reimbursable, actual expenditures or labor hours and dollar amounts, based upon the fully burdened hourly rate established in this agreement.
- b. Supporting documentation for all reimbursable, actual expenses should include the receipt for the expense in question, an explanation and/or reason for the expenditure, proof of payment and any correspondence with ISDA staff about the expenditure.
- c. Supporting documentation for labor hours and dollar amounts, based upon the fully burdened hourly rate established in this agreement, for work performed directly by the City need to be fully documented on the invoice. The invoice needs to include a total number of direct labor hours for each consecutive work time period and an explanation and/or reason for the labor hours.
- d. Any edits to invoices may only be done when specifically requested by ISDA, and then only on the most recent invoice when addressing past mistakes or entries.

5. Final invoice reporting requirement City will submit a final Invoice to ISDA no later than January 1st, 2026.

6. Compliance with MOU. City agrees that in order to receive funding, it must comply with all terms and conditions in this MOU. ISDA may unilaterally terminate or suspend all or part of the MOU if City fails to discharge any of the obligations or comply with any of the terms and conditions contained herein unless ISDA determines that a failure to discharge the obligations or comply with the terms and condition of the MOU is caused by circumstances totally beyond the control of the City.

IV. GENERAL TERMS AND LIMITATIONS

- A. Performance. The Parties understand and agree that the City of Twin Falls is in no way associated or connected with the performance of any activities undertaken by ISDA under this MOU, or the incurring of expenses by ISDA in conjunction with ISDA's activities on the City of Twin Falls Property. ISDA may delegate the operation of the inspection stations to a third-party.
- B. Indemnification. Both parties shall be responsible only for the acts, omissions or negligence of such parties own Employees. The Parties acknowledge that all parties participate in the State of Idaho Risk Management Program comprehensive liability plan utilizing the Retained Risk Account ("Risk Program") or other qualified insurance policy. Each Party is obligated to notify the Division of Risk Management or other qualified insurer and the other parties upon receipt of notice or in the event it has knowledge of any claim or damage arising out of the Agreement.

Nothing in this MOU shall be construed as expanding the liability of either party. In the event of a liability claim, each party shall defend their own interests. Neither party shall be required to provide indemnification of the other party.

- C. Regulatory Responsibilities. Nothing in this MOU between the City of Twin Falls and ISDA shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each and every provision of this MOU is subject to the laws and regulations of the state of Idaho and of the United States.
- D. Notices. Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Notice shall be deemed delivered immediately upon personal service or facsimile transmission or forty-eight (48) hours after depositing notice or demand in the United States mail.
Either party may change its address by giving written notice of the change to the other party.

TO: ISDA
2270 Old Penitentiary Rd.
P.O. Box 7249
Boise, ID 83707
Attn: Cole
Morrison

TO: City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

- E. No Authority to Bind ISDA. The City has no authority to enter into contracts or agreements on behalf of ISDA. This Agreement does not create a partnership between the parties, and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between ISDA and the City in any respect.
- F. Assignment. Neither party may assign its rights or delegate its duties in whole or in part, without the prior written consent of the other except that the City may assign as collateral its right to payment under this Agreement with prior written notice to ISDA.
- G. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
- H. Modification. No change, modification, or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both ISDA and City. Modifications to this memorandum shall become effective upon mutual agreement and written approval by the City of Twin Falls representative or delegate and the signing authority of ISDA.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understanding between ISDA and the City.
- J. Attorney's Fees. In the event a lawsuit of any kind is instituted under this Agreement or to obtain performance of any kind under this agreement, the prevailing party shall be entitled to additional sum as the court may award for reasonable attorney's fees, subject to the other party's right to appeal.
- K. Applicable Law. This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
- O. Jurisdiction and Venue. The parties consent to the jurisdiction of the state court of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
- P. Legal Compliance. City agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations.
- Q. Fiscal Necessity and Non-Appropriation. ISDA is a government entity, and it is understood and agreed that ISDA's payments herein provided for shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

ISDA reserves the right to terminate this agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds a may be required for ISDA to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available, or if ISDA discontinues or makes a material alteration of the program under which funds were provided. ISDA shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable.

All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the City. Further, in the event of non-appropriation, ISDA shall not be liable for any penalty, expense or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

- R. Officials. Agents and Employees of the ISDA Not Personally Liable. It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of ISDA shall have any personal

liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.

- S. Headings. The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
- T. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- U. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of ISDA's or the State's sovereign immunity, which immunity is hereby expressly reserved.
- V. Effective Date. This MOU shall become effective upon signature of the City representative or delegate and the signing authority for ISDA, whichever is most recent, for the time period of January 01, 2025 through December 01, 2025.
- W. Termination. This MOU shall remain in force unless formally terminated by either party after thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, ISDA and the City of Twin Falls have executed this Memorandum of Understanding.

Idaho State Department of Agriculture

City of Twin Falls

By: _____

By: _____

Chanel Tewalt, Director

City of Twin Falls Authorized Signer

Date

Date



Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Mark Thomson Street Department Superintendent

ACTION ITEM

Request:

Request to approve the purchase of a 2025 Freightliner truck fitted with a mechanical broom sweeper at a cost of \$365,503.21 using a Cooperative Purchasing Agreement with Sourcewell and authorize the Public Works Director to execute the contract.

Time Estimate:

The presentation will take approximately 10 minutes.

Background:

Idaho Code 67-2807 went into effect on July 1, 2019. It states, "With the approval of its governing board, a political subdivision may participate in cooperative purchasing agreements with the state of Idaho, other Idaho political subdivisions, other government entities, or associations thereof. Political subdivisions may also participate in cooperative purchasing programs established by any association that offers its goods or services as a result of competitive solicitation processes. Goods or services procured by participation in such cooperative agreements or programs shall be deemed to have been acquired in accordance with the requirements of this chapter".

On December 9, 2019, the City Council adopted resolution 2019-014 authorizing staff to use cooperative purchasing agreements and joint cooperative purchasing programs. City staff can approve purchases up to the informal bid limits. If the purchase is greater than the informal bid limit, which was recently increased to \$150,000, the city council must approve the purchase. This purchase has been reviewed by the city attorney.

The Street Department's goal is to replace equipment based on its useful life. Street sweepers operate in a harsh environment, and we start evaluating their replacements at 7 years. Some can stretch to the 10-year mark, but based on the type and number of repairs this machine has needed, we feel it won't be able to be extended to 10 years. The sweeper we recommend replacing was purchased in March 2016.

Over the last couple of years, the city fleet committee has developed a fleet replacement schedule. This replacement was approved by the fleet committee. It was later presented and approved by the LTP committee and adopted by the council as part of the FY 24-25 budget.

As you may be aware, vehicle and equipment purchases have changed over the last few years. Prices are still fluctuating a bit. We have \$360,000.00 budgeted for this purchase, and as such, is \$5,503.21 over budget. Because of the mild winter, we have not spent all the Salt and Street Cleaning operating budget, so the overage can be covered with those funds. If approved, we should receive the new sweeper in 90 to 120 days.

Approval Process:

A simple majority will approve this request.

Budget Impact:

\$360,000.00 was budgeted for the replacement of this sweeper. We are over \$5,503.21, but the overage can be offset by our operating budget.

Regulatory Impact:

Council approval is required to make a purchase over \$150,000 using a Cooperative Purchasing agreement. Approval will allow staff to replace the current street sweeper.

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

Request to approve the purchase of a 2025 Freightliner truck fitted with a mechanical broom sweeper at a cost of \$365,503.21 using a Cooperative Purchasing Agreement with Sourcewell and reallocate \$5,503.21 from our operating budget to cover the overage, and authorize the Public Works Director to execute the contract.

Attachments:

1. Velocity Truck Center



03/04/25

Mark Thomson
City of Twin Falls Sourcwell Member ID# 2478
203 Main Ave.
Twin Falls, ID 83301

Mark Thomson

Los Angeles Truck Center LLC Db a Velocity Truck Centers, an authorized Freightliner dealer is proud to offer City of Twin Falls a new 2025 Freightliner M2106 per Sourcwell DTNA contract **Daimler Truck #032824-DAI**

MSRP	\$136,354.00
Sourcwell disc	\$39,051.79
Chassis pricing	\$97,302.21
Freight	\$3,375.00
2026 Model year escalator	\$2,250.00
GHG24 Surcharge/Cummins Tariff	\$1,975.00
Chassis pricing FOB Body company	\$105,632.21
upfit/body costs	\$238,295.00
Dealer prep	\$950.00
Dealer delivery	\$250.00
60 days flooring @ \$22.00 per day	\$1,320.00
Tire Surcharge	\$390.00
Doc fee	\$370.00
Sales tax	\$0.00
Total cost each	\$365,503.21

9899 W Roosevelt St, Tolleson, AZ 85353 www.velocityvehiclegroup.com

• Velocity Truck Centers • Crossroads Equipment Lease & Finance • Velocity SBA • BusWest • Transwest Truck Center • Select Trucks Fontana • Select Trucks Phoenix • Select Trucks Greensboro • Select Trucks Hickory
• Select Trucks LA • Velocity Truck Rental & Leasing • Sport Truck RV • Velocity Fire Equipment & Sales • Velocity Truck & Trailer Parts • Miramar Truck Body and Equipment • Central California Truck & Trailer Sales
• Great Dane of So Cal • Velocity Truck Centers - Australia • Velocity Mexico • SVT Fleet Solutions



Pricing is good for 45 days, thereafter subject to commodity surcharges and escalators.

I am available to answer any questions.

Respectfully,

Daniel Hakalmazian
New Truck Sales

9899 W Roosevelt St, Tolleson, AZ 85353 www.velocityvehiclegroup.com

• Velocity Truck Centers • Crossroads Equipment Lease & Finance • Velocity SBA • BusWest • Transwest Truck Center • SelectTrucks Fontana • SelectTrucks Phoenix • SelectTrucks Greensboro • SelectTrucks Hickory
• SelectTrucks L.A. • Velocity Truck Rental & Leasing • SportTruck RV • Velocity Fire Equipment & Sales • Velocity Truck & Trailer Parts • Miramar Truck Body and Equipment • Central California Truck & Trailer Sales
• Great Dane of So Cal • Velocity Truck Centres - Australia • Velocity Mexico • SVT Fleet Solutions





Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Nathan Erickson, Environmental Manager

ACTION ITEM

Request:

Request to authorize up to \$60,000 from wastewater reserve funds for the preliminary design of the Canyon Rim Drop Line project and approve a contract with Hazen and Sawyer to perform that work.

Time Estimate:

The staff presentation will take approximately five minutes.

Background:

The Grandview wastewater trunkline in Twin Falls plays a crucial role in transporting nearly half of the city's wastewater, approximately 4 to 5 million gallons daily, to the wastewater treatment plant. To enhance the system's reliability, the city has budgeted for the Canyon Rim Drop Line project to add a redundant sewer line from the canyon rim. This project will include installing a new control box above the canyon rim, a sewer drop line from the top of the canyon to the bottom of the canyon, and an energy dissipation box at the bottom of the canyon.

Hazen and Sawyer has submitted a Scope of Work (SOW) for the preliminary design, geotechnical services, surveying, and public engagement. Currently, the city has \$292,118.25 remaining from the budget allocated for this project in FY2025. However, due to the project's complexity and the necessity to thoroughly evaluate all options, the funding required for the first phase exceeds the originally budgeted amount. Consequently, city staff are requesting an additional \$60,000 from reserves to enter into an agreement with Hazen and Sawyer.

The first phase of the project will accomplish a 30% design. It is expected that in FY2026, we will complete the final design and begin construction that will continue into FY2027. Because there are several distinct aspects to this project, it is possible that multiple smaller phased projects will be bid depending on what is learned through the design process. The council can expect updates for the different phases as the project progresses.

Approval Process:

Majority approval by City Council will authorize City Staff to use wastewater reserve funds.

Budget Impact:

Sufficient funds are available in the wastewater reserves to expend the unbudgeted amount of \$60,000.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council authorize up to \$60,000 from wastewater reserve funds for the preliminary design of the Canyon Rim Drop Line project and approve a contract with Hazen and Sawyer to perform that work, as presented.

Attachments:

None



Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

Fee Waiver/refund Request for Mechanical permit, (Theron W. Ward Judicial Building) 427 Shoshone St N, Permit #25-1265

Time Estimate:

Approximately 5 minutes

Background:

Twin Falls County has requested a fee waiver for the mechanical permit related to the Theron Ward Judicial Building. Our current MOU with the County covers only plumbing and electrical permit waivers. Given the historical precedent of strong collaboration with the County and recognizing that most County taxpayers are also City taxpayers, this waiver will save on project costs and benefit our collective taxpayers. Staff recommends approving the waiver request for permit #25-1265, aligning with our goals of efficient, cost-effective governance.

Approval Process:

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

Budget Impact:

Should the Council approve this request, City staff will issue a refund for the mechanical permit fees in the amount of \$11,668.79.

Fees				
☐	Code	Fee Description	Amount	Paid
☐	MEP_COMM	Mech-Elec-Plum Comm. Project Value	11,668.79	11,668.79
Re-Calculates Fees			11,668.79	11,668.79
Size: 20 Go Found: 1 Displaying 1 to 1				

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the County's request to waive/refund the mechanical permit fees for the Theron Ward Judicial Bldg in the amount of \$11,668.79.

Attachments:

1. COTF MECHANICAL FEES WAIVER REQ
2. 25-1265 427 Shoshone St N-Mech



TWIN FALLS COUNTY COMMUNITY DEVELOPMENT SERVICES

630 Addison Avenue West, Suite 1100, Twin Falls, Idaho 83301
Ph. 208-734-9490 Fax 208-733-9645 www.twinfallscounty.org

April 10, 2025

City of Twin Falls
Building Safety Department
Attn: Mathew Long
203 Main Avenue East
Twin Falls, ID 83301

RE: Request for Mechanical Permit Fee Waiver – Theron W. Ward Court Facility Building Project

Dear Mr. Long,

On behalf of Twin Falls County, I would like to express our sincere appreciation to you and the Building Safety Department for your assistance with mechanical inspections for the Theron Ward Court Facility Building project. Your willingness to provide inspection coverage during our search for a certified commercial mechanical inspector has been invaluable to maintaining our project timeline.

I am writing to formally request consideration for a waiver of the mechanical permit fees for this project. The subcontractor, Sawtooth Sheetmetal, has recently submitted a mechanical permit application and remitted payment in the amount of \$11,668.79. As this is a county facility serving our mutual constituents, we respectfully request the City's consideration in waiving these fees.

Should you require any additional information or documentation to process this request, please contact me directly at jon.laux@tfco.org or (208) 734-9490.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jon M. Laux'.

Jon M Laux
Twin Falls County
Community Development Director

Project Type: Mechanical Permit
Permit Type: Commercial Installation



Applied Date: 04/09/2025
Issued Date: 04/09/2025

Permit No: 25-1265

Address: 427 Shoshone St N

Owner Name: Twin Falls County
630 Addison Ave West
Twin Falls ID 83301

Contractor: Sawtooth Sheet Metal Heating & A/C Llc
124 Bluelakes Blvd Ste# 6
Twin Falls ID 83301
Phone: 2083083215
Contractor License/Registration # HVC-C-17753

Theron Ward Judicial Building

Fee Date	Description	Qty/Hrs	Fee Waived	Fee Amount	Amount Due
04/09/2025	Mech-Elec-Plum Comm. Project Value	2,201,757.12	No	11,668.79	
				Total Fees:	
				Payment Amount:	11,668.79
				Amount Due:	

This permit is transferable between contractors with proper written documentation submitted and approved by the Building Official at the City of Twin Falls Building Department. It becomes null and void if work is not commenced within 180 days or is abandoned for a period of 180 days after it's issuance date.

The issuance or granting of this permit shall not be construed to be a permit for, or an approval of, any violation of any provisions of adopted building code or of any other governing ordinance.

INSPECTION LINE PHONE NUMBERS:

BUILDING: 208-735-7333 ELECTRICAL: 208-735-7235 MECHANICAL: 208-735-7289
PLUMBING: 208-735-7299 FIRE: 208-735-7338

FOR SAME DAY INSPECTIONS CALL BEFORE 7:00 A.M. THE DAY YOU WANT THE INSPECTION, IF YOU CALL AFTER 7:00 A.M. YOUR INSPECTION WILL BE THE NEXT DAY.



Date: Monday, April 21, 2025
To: Honorable Mayor and City Council
From: Matthew Long, Building Official

ACTION ITEM

Request:

The Twin Falls School District is requesting a fee waiver for Lincoln Elementary HVAC upgrade 238 Buhl St N Permit#25-0874

Time Estimate:

Approximately 5 Minutes

Background:

The Twin Falls School District submitted an application (Permit #25-0874) for HVAC upgrade and interior remodel permits for the Lincoln Elementary School located at 238 Buhl St N. The Twin Falls School District has submitted a letter requesting that the permit fees be waived for this project. The estimated building permit fees associated with this project are as follows:

- **Project Valuation: \$4,440,000**
- **Plan Review Fee: \$9,298.25**
- **Permit Fee: \$14,305.00**
- **Total \$23,603.25**

***Recommended 10% hold back for the Building Safety Department = \$2,360.33**

The grand total for the fee waiver request is \$21,242.92.

Approval Process:

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

Budget Impact:

Approval of this request will permit the applicant to proceed with their building permit without paying the **building/Plan Review** fees of **\$23,603.25**. Please note that this only applies to the building permit and plan review fees; any sewer capacity fees or impact fees will be assessed for this project.

- BSD staff coverage to include equipment and time will still be necessary for maintaining minimum fire, life and safety requirements as prescribed by current state law.
- ***BSD Recommended 10% hold back for the Building Safety Department = \$2,360.33**
The grand total for the fee waiver request is \$21,242.92. With the 10% hold back applied.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommend that the Council consider the request and take whatever action the council determines is appropriate.

Note: The Building Official would like to recommend that 10% of the permit fees be retained in order to cover minimal costs of inspections, to include equipment cost.

Attachments:

1. 25-0874 238 Buhl St N - Bldg Permit
2. Letter to City - Lincoln HVAC

Project Type: Commercial Building Permit
Permit Type: Commercial Remodel



Applied Date: 03/07/2025
Issued Date:

Permit No.: 25-0874

Address: 238 Buhl St N

Owner Name: Ryan Bowman
201 Main Ave W
Twin Falls ID 83301

Contractor: Starr Corporation
2995 E 3600 N
Twin Falls ID 83301
Phone: 208 733-5695
Contractor License/Registration # RCE-685

Permit Information

Fee Date	Description	Qty/Hrs	Fee Waived	City Amount	<u>Total</u>
03/07/2025	Commercial Plan Review Fee	4,400,000.00	No	9,298.25	9,298.25
03/11/2025	Permit Fee Commercial City	4,400,000.00	No	14,305.00	14,305.00
				Total Fees:	23,603.25
				Payment Amount:	0.00
				Amount Due:	23,603.25

This permit is transferable between contractors with proper written documentation submitted and approved by the Building Official at the City of Twin Falls Building Department. It becomes null and void if work is not commenced within 180 days or is abandoned for a period of 180 days after it's issuance date.

The issuance or granting of this permit shall not be construed to be a permit for, or an approval of, any violation of any provisions of adopted building code or of any other governing ordinance.

INSPECTION LINE PHONE NUMBERS:

BUILDING: 208-735-7333 ELECTRICAL: 208-735-7235 MECHANICAL: 208-735-7289
PLUMBING: 208-735-7299 FIRE: 208-735-7338

FOR SAME DAY INSPECTIONS, SCHEDULE YOUR INSPECTION THROUGH THE PORTAL BY 7AM. IF CALLING THE INSPECTION LINE AFTER 12AM, YOUR INSPECTION WILL BE SCHEDULED FOR THE FOLLOWING DAY.



Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

P 208.733.6900
F 208.733.6987
www.tfsd.org

Ryan Bowman. Operations & Educational Technology Director

April 16, 2025

Mr. Matthew Long
Certified Building Official
203 Main Avenue East
PO Box 1907
Twin Falls, ID 83303-1907

Dear Matthew:

First, I want to thank you for your support of the Twin Falls School District. Few communities enjoy the high level of cooperation that exists between the City of Twin Falls and the Twin Falls School District #411. We have a shared facility use agreement and have representation on the various committees within the city and school district. In addition, the city has faithfully waived building permit fees and other fees associated with building projects by the school district. This has allowed the district to maximize our taxpayer dollars to benefit the children of our community. On behalf of the TFSD #411 Board of Trustees, I want to thank the City of Twin Falls for that spirit of cooperation.

The purpose of this letter is to request a waiver of the plan review and permit fees for our HVAC remodel and upgrades to Lincoln Elementary School. This remodel will provide much needed HVAC upgrades for this elementary school. The fees for this project will be \$23,603.25 (Permit No. 25-0874). Although not a tremendous cost in comparison to the overall dollar amount for this project, our budget is tight and all savings will be invested directly into the project.

Thank you for taking the time to consider this request. If you have any questions or require additional information, please call me.

Sincerely,

Ryan Bowman
Operations & Educational Technology Director