



Twin Falls City Council Agenda

Monday, August 11, 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) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 August 4 Minutes By:
Rachael Long, Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for July 31- Aug 6, 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request for approval of a Final Plat for the Sundance Subdivision No. 4, consisting of 53 lots on approximately 16.72 acres located at 2971 E 3600 N, care of EHM Engineers, Inc., on behalf of Gerald Martens, Sundance Partners, LLC. (PZ25-0090)
By: Kelli Ebersole, City Planner
 - d) **ACTION ITEM:** Consideration of a request to accept public right-of-way.
By: Kristi Fehringer, Engineer
 - e) **ACTION ITEM:** Request to accept the Improvement Agreement for the purpose of developing **Cattail Subdivision** public infrastructure for a future subdivision. By:
Kristi Fehringer, Engineer
- 4) Items of Consideration
 - a) **ACTION ITEM:** Request to award the 2025 CIPP Sewer Rehabilitation Project to Vortex Services LLC, of Helena, MT, in the amount of \$912,500.00 and authorize use of the total budget of \$1.1 million for potential change orders and contingencies.
By: AC Stowe, Staff Engineer
 - b) **ACTION ITEM:** Consideration of a contract with Starr Corporation for the CM/GC services on the Police Evidence Storage and Training facility.
By: Mandi Thompson, Assistant to the City Manager
 - c) **PRESENTATION:** Council review of FY 2026 Budget Recap with focus on Council Capital. By:
Travis Rothweiler, City Manager
- 5) General Public Input
- 6) Advisory Board Report/Announcements
- 7) Public Hearings
 - a) **ACTION ITEM:** Request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).
By: Jonathan Spendlove & William Klaver
 - b) **ACTION ITEM:** Request to City Council on the appropriate zoning district for a proposed Annexation on property generally located on the east side of the intersection of Kimberly Rd (Hwy 30) and Champlin Way (3300 East). c/o Champ LLC (PZ25-0015)
By: William Klaver, Senior City Planner
- 8) Adjournment

Any person needing special accommodation 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.
 - Written comments, including e-mail, received by 12:00 p.m. on the date of the hearing should be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicants or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

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



Twin Falls City Council Minutes

Monday, August 4, 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 Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Administrative Assistant Rachael Long, Airport Manager Bill Carberry, Planning and Zoning Director Jonathan Spendlove, Chief Matt Hicks, Assistant Public Works Director Erin Steel, City Financial Officer Breanna Howard, Fire Chief Mitchell Brooks

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) Invocation

a) Maria Hernandez

Mayor Pierce thanked Maria Hernandez.

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 July 28, Minutes.
- b) Request to approve Accounts Payable for July 24-30, 2025.
- c) Request to approve July 30, 2025, Travel Requests.
- d) Request City Council approve the Special Event Permit for the organizers of the Mario Kart in the Park.
- e) Request City Council approve the Special Event Permit for the organizers of the Magic Valley Stroller Strut.
- f) Request to approve Findings of Facts and Conclusions of Law for the following:
PZ25-0043 - Annexation on South Hills Rd
PZ25-0049 - Annexation on Stadium Blvd

5) Items of Consideration

- a) Request to authorize the Mayor to sign three (3) FAA grant offers for airport capital improvement project funding.
Airport Manager Carberry requested to authorize the Mayor to sign three (3) FAA grant offers for airport capital improvement project funding.

Discussion ensued on the following: None

MOTION: Council Member Hawkins moved to approve the request to authorize the Mayor to sign three (3) FAA grant offers for airport capital improvement project funding. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request to accept a \$450,000 ITD airport grant offer and approve City Resolution R-2025-013 authorizing the Mayor to sign both documents.
Airport Manager Carberry requested to accept a \$450,000 ITD airport grant offer and approve

Discussion ensued on the following:

Council Member Reid thanked Bill and his team for working through all these grants and pushing forward with them.

MOTION: Council Member Reid moved to approve the request to accept a \$450,000 ITD airport grant offer authorizing the Mayor to sign both documents. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to approve the request to approve City Resolution R-2025-013 authorizing the Mayor to sign both documents. **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 adopt Ordinance #2025-012 to vacate the plated utility easement located at the 2000 block of Nielsen Point Place, within the Canyon Park Subdivision.
Planning and Zoning Director Spendlove requested to adopt Ordinance #2025-012 to vacate the plated utility easement located at the 2000 block of Nielsen Point Place, within the Canyon Park Subdivision.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #2025-012 on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read Ordinance #2025-012 by title only.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to approve the request to adopt Ordinance #2025-012 to vacate the plated utility easement located at the 2000 block of Nielsen Point Place, within the Canyon Park Subdivision. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- d) Council review of the City Manager's Recommended Budget for FY 2025-2026 (FY 2026) and Adoption of Preliminary Budget.
City Manager Rothweiler reviewed the City Manager's Recommended Budget for FY 2025-2026 (FY 2026) and Adoption of the Preliminary Budget.

Discussion ensued on the following:

Council Member Cutler said that if we did not do the Baxter dog park then we could fund everything else.

Mayor Pierce asked what the senior center re-siding was about.

Rothweiler clarified about the dog park, that it is the lowest priority for parks and recreation.

Mayor Pierce asked Parks and recreation director Wendi Davis for clarification about the tennis courts and pickleball courts if they could be phased out for completion.

Stone asked for clarification about how many projects engineering can handle.

Reid asked Davis to bring the design for the Harmon Park next week.

MOTION: Vice Mayor Brown moved to approve the request to adopt the Preliminary Budget. **Council Member Stone** 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

Cherrie Volmer mentioned the National Night out is August 5th and City Park.

8) Executive Session

- a) Request to convene to Executive Session pursuant to Idaho Code § 74-206(1)(b) To consider the evaluation, dismissal or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Reid moved to convene to Executive Session 74206(1)(b) To consider the evaluation, dismissal or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Vice Mayor Brown seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

9) Adjournment

The meeting adjourned at 06:26 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



Date: Monday, August 11, 2025
To: Honorable Mayor and City Council
From: Kelli Ebersole, City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for the Sundance Subdivision No. 4, consisting of 53 lots on approximately 16.72 acres located at 2971 E 3600 N, care of EHM Engineers, Inc., on behalf of Gerald Martens, Sundance Partners, LLC. (PZ25-0090)

Time Estimate:

Consent Calendar Item.

Background:

This is a request made by Gerald Martens, Sundance Partners, LLC, represented by EHM Engineers, Inc, to approve the final plat for "Sundance Subdivision, Number 4". The final plat consists of 53 lots on approximately 16.72 acres.

Approval Process:

Per City Code 10-12-2-4

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

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

Budget Impact:

N/A

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

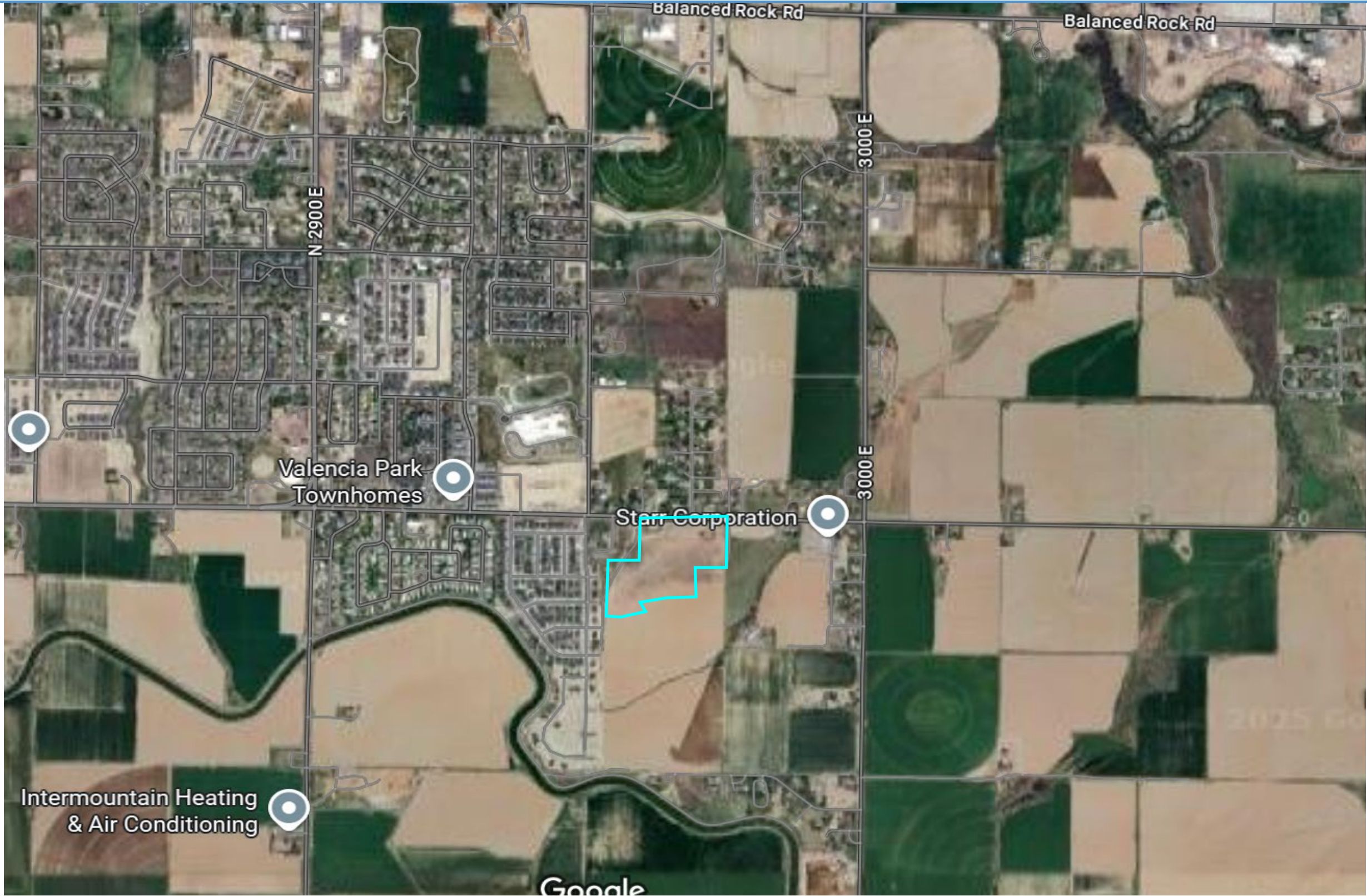
Staff recommends approval of this plat with the following condition:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated July 10, 2025.

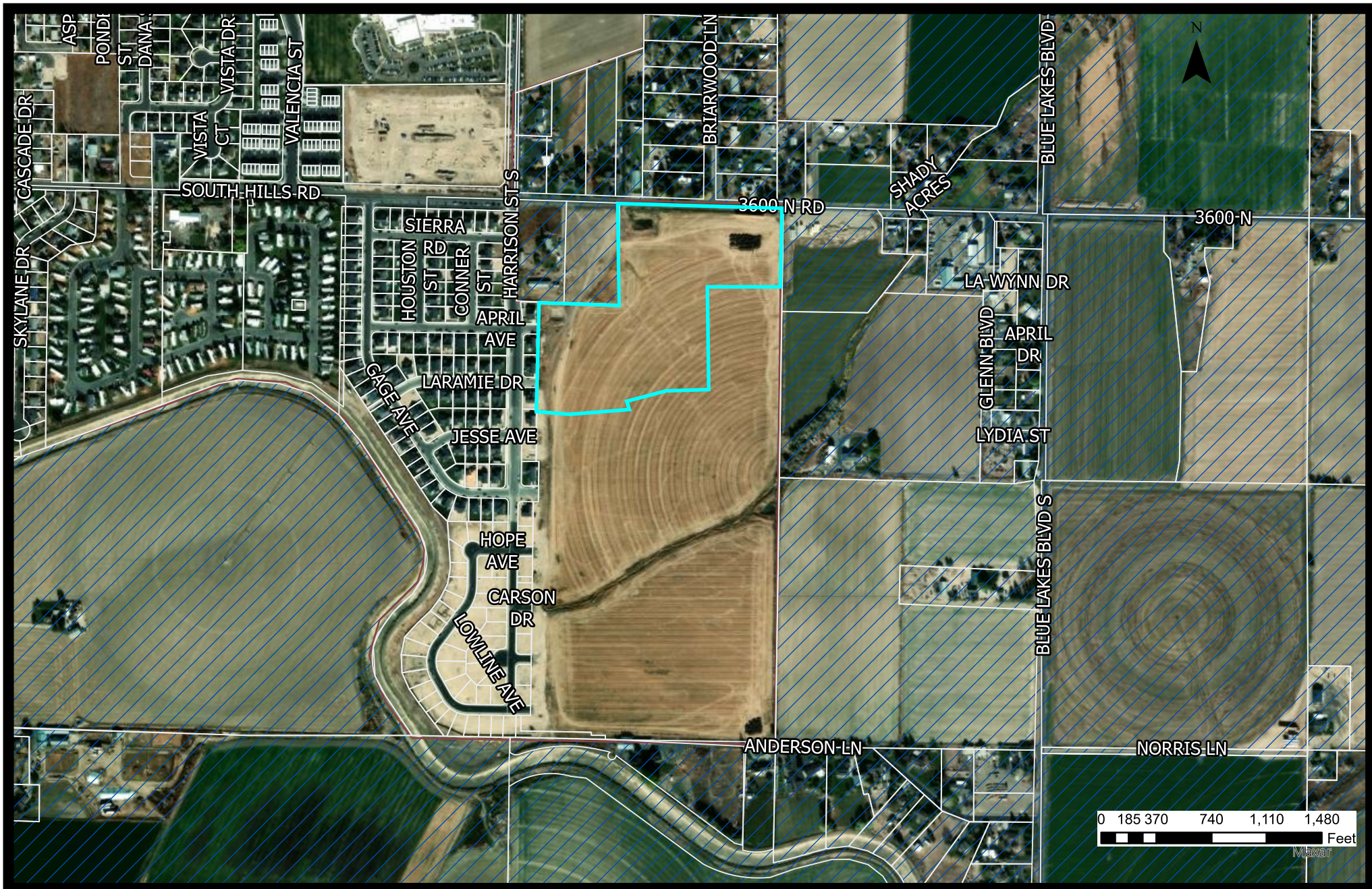
Attachments:

1. PZ25-0090 Aerial map
2. PZ25-0090 vicinity map
3. PZ25-0090 zoning map
4. PZ25-0090 FLU map
5. PZ25-0090 final plat exhibit
6. 7-10-25 Sundance Subdivision No 4 Engineering Memorandum

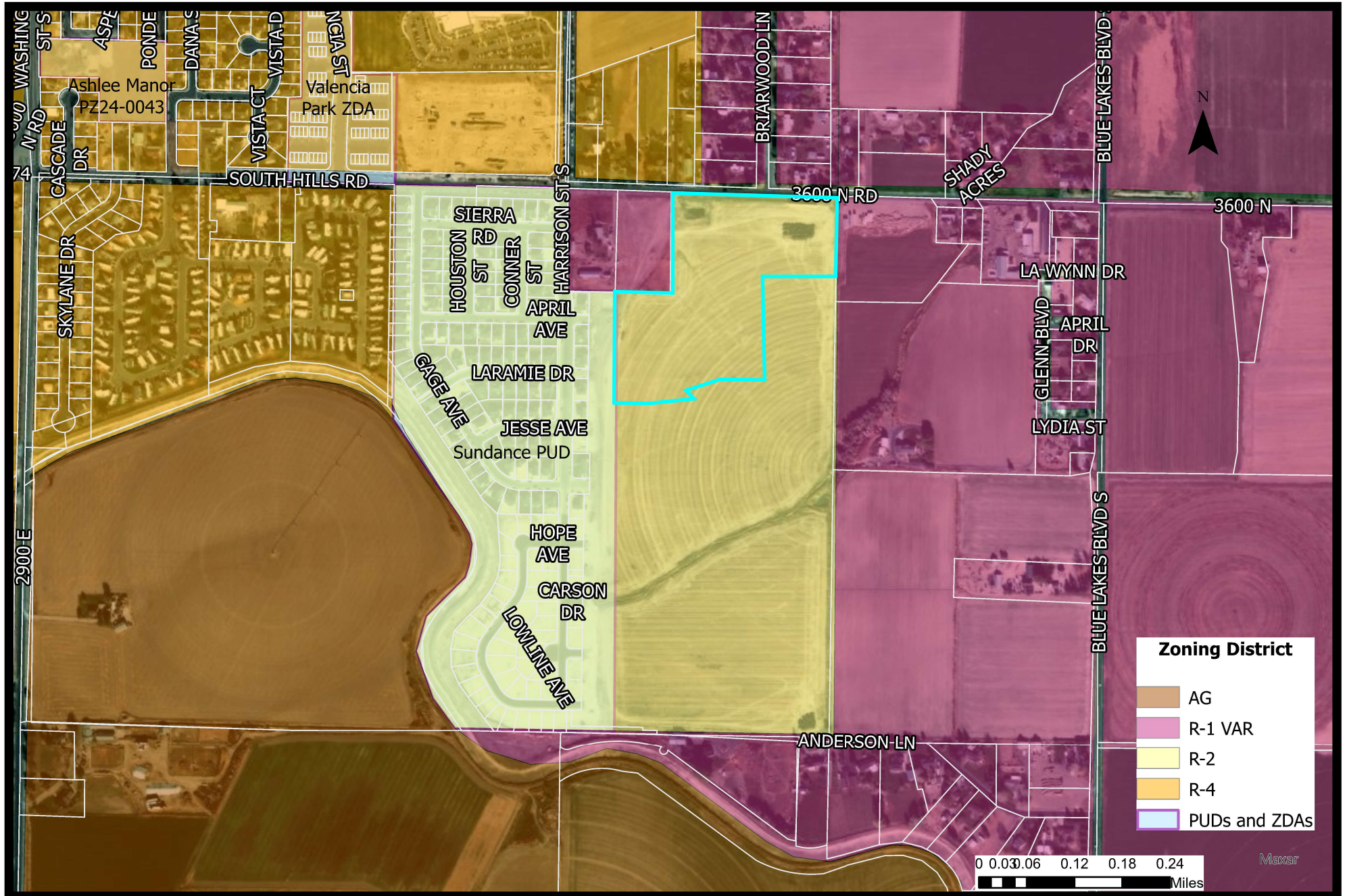
Aerial View



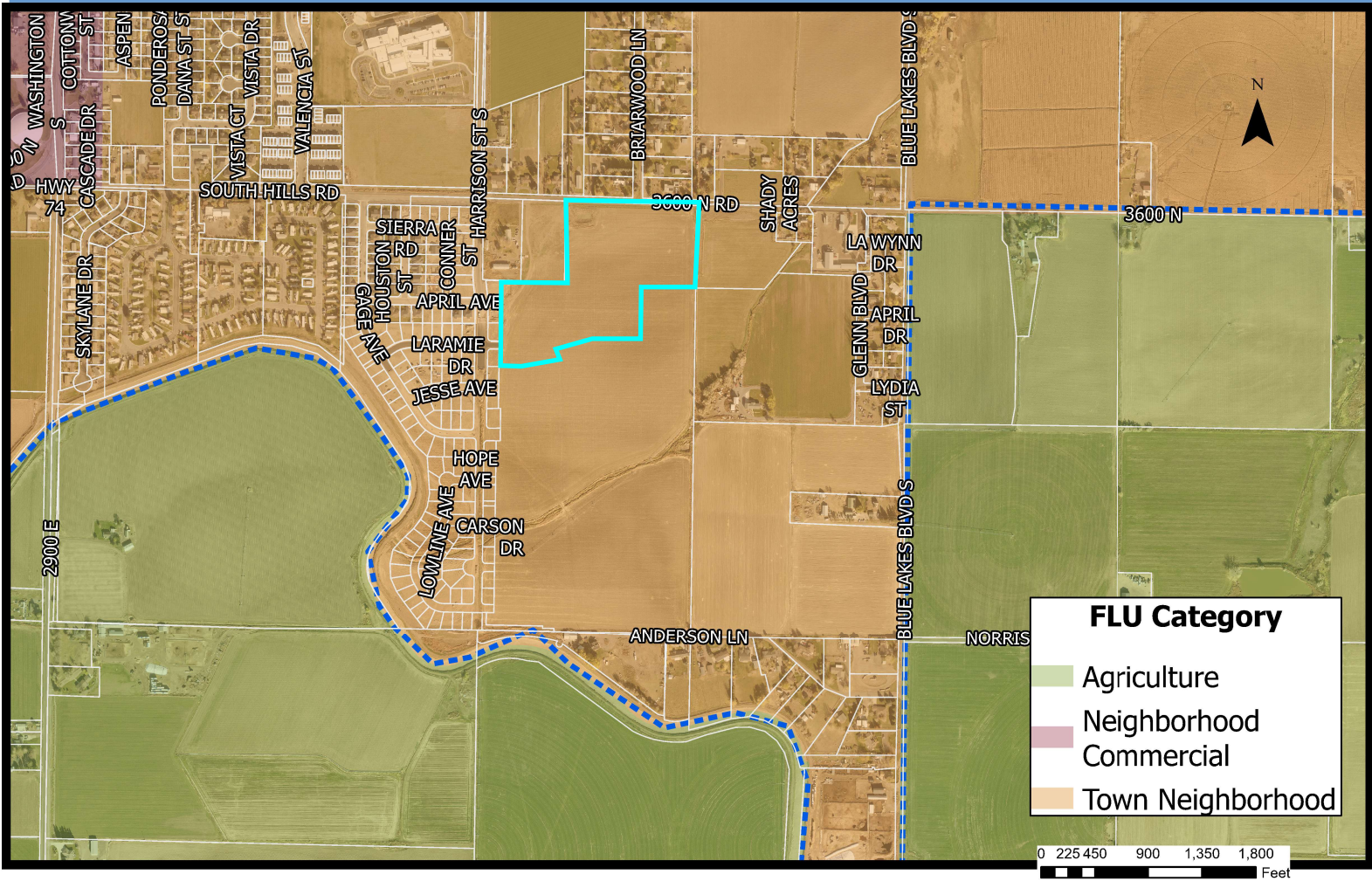
VICINITY MAP



Zoning Map



FLU Map



SUNDANCE SUBDIVISION
NUMBER 4

Located In
1 NW² NE⁴, Section 33
Township 10 South, Range 17 East
Boise Meridian
Twin Falls County, Idaho
2025

0 50 100 200
SCALE IN FEET

RECEIVED
MAR 13 2025
CITY OF TWIN FALLS
ENGINEERING DEPT.

Line Table

LINE #	BEARING	DISTANCE
L1	N89°14'07"W	155.33'
L2	S83°49'01"W	103.32'
L3	S21°44'07"E	20.00'
L4	S81°57'32"W	95.09'
L5	N89°14'07"W	60.00'

Survey References

#2022-010826
SUNDANCE SUBDIVISION NUMBER 3,
A PUD #2022-008138
SUNDANCE SUBDIVISION NUMBER 2,
A PUD #2020-010827
SUNDANCE SUBDIVISION NUMBER 1,
A PUD #2018-007079
GOLDEN EAGLE SUBDIVISION NO. 4,
CONVEYANCE PLAT #2014-012780
#2006-017039
#1994-003131
#0000-915082

Deed References

#2018-011678
#2015-008904

Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
(B) IRRIGATION EASEMENT
(C) IDAHO POWER EASEMENT
#972624

Legend

SUBDIVISION BOUNDARY LINE	_____
SECTION LINE	_____
ADJACENT PROPERTY LINE	_____
EASEMENT LINE	_____
CENTERLINE OF STREET	_____
LOT LINE	_____
CALCULATED POINT (NOT SET)	△
FOUND ALUMINUM CAP (AS NOTED)	■
FOUND 5/8" REBAR (AS NOTED)	○
5/8" x 24" REBAR & CAP TO BE SET - LS 10110	⊙
1/2" x 24" REBAR & CAP TO BE SET - LS 10110	•
SET 5/8" x 24" REBAR & CAP - LS 10110	●
FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110	⊙

Surveyor's Narrative

THE BOUNDARY FOR SUNDANCE SUBDIVISION NUMBER 4, A PUD IS A RETRACEMENT OF A PORTION OF THAT CERTAIN RECORD OF SURVEY PREPARED BY EHM ENGINEERS, INC., RECORDED AS INSTRUMENT NO. 2006-017039 AND SUNDANCE SUBDIVISION NUMBER 2, A PUD, TWIN FALLS COUNTY RECORDS. MONUMENTS THAT WERE FOUND SHOWN HEREON ARE OF RECORD PER PREVIOUS FINAL MAPS, RECORD OF SURVEYS AND/OR CORNER PERPETUATION AND FILING RECORDS REFERENCED HEREON. THE SUNDANCE SUBDIVISIONS ARE A PART OF THE "SUNDANCE SUBDIVISION, R2 PLANNED UNIT DEVELOPMENT AGREEMENT", RECORDED APRIL 5, 2018 AS INSTRUMENT NO. 2018-005060, TWIN FALLS COUNTY RECORDS. THE TRACTS, LOTS AND BLOCKS SHOWN TO REFLECT CERTAIN TRACTS, LOTS AND BLOCKS AS ORIGINALLY DEPICTED IN SAID RECORDED DOCUMENT.

Monument Certification

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

Health Certificate

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

DISTRICT HEALTH DEPARTMENT, EHS

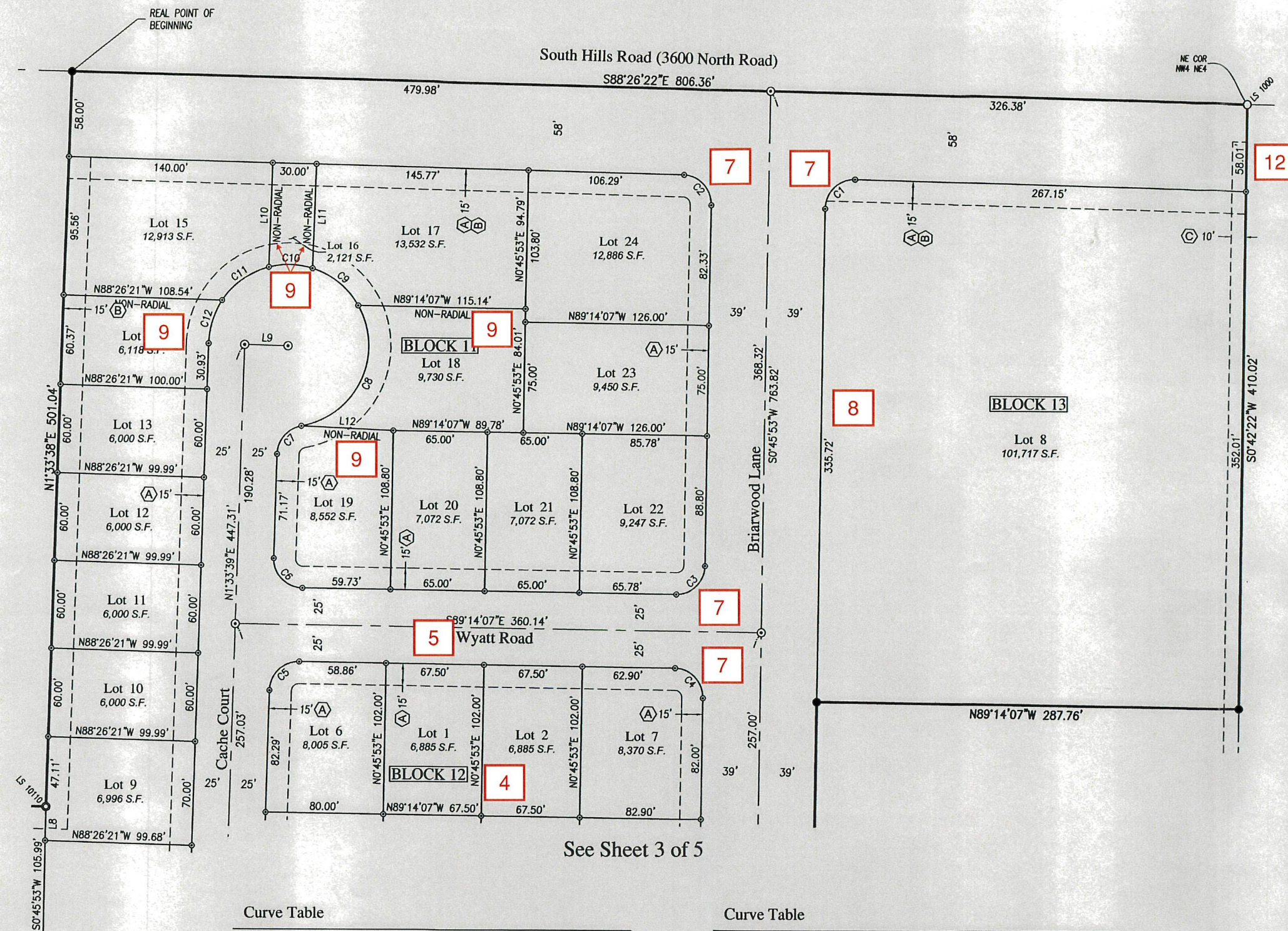
DATE: _____

EHM Engineers, Inc.

PROFESSIONAL LAND SURVEYOR
REGISTERED
19476
STATE OF IDAHO
CHRISTOPHER S. HARMON

Vicinity Map

n.t.s



Line Table

LINE #	BEARING	DISTANCE
L8	N0°45'53"E	22.89'
L9	N88°26'21"W	30.00'
L10	N1°33'38"E	72.09'
L11	N1°33'38"E	72.09'
L12	N87°23'24"W	62.50'

Easement Key

- (A) DRAINAGE & UTILITY EASEMENT
- (B) IRRIGATION EASEMENT
- (C) IDAHO POWER EASEMENT #972624

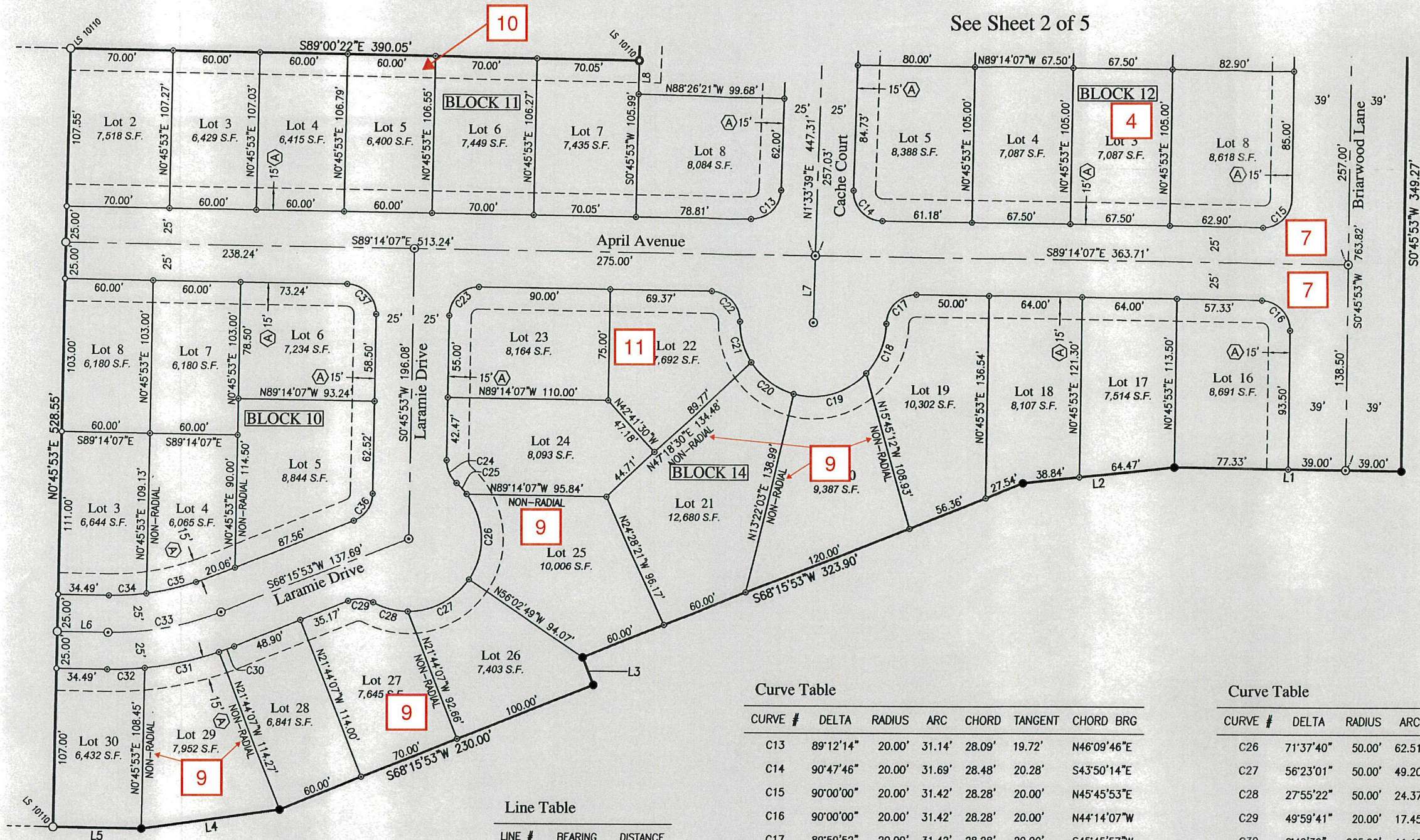
Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	90°47'45"	20.00'	31.69'	28.48'	20.28'	S46°09'45"W
C2	89°12'15"	20.00'	31.14'	28.09'	19.72'	N43°50'15"W
C3	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°45'53"E
C4	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°14'07"W
C5	89°12'14"	20.00'	31.14'	28.09'	19.72'	S46°09'46"W
C6	90°47'46"	20.00'	31.69'	28.48'	20.28'	S43°50'14"E

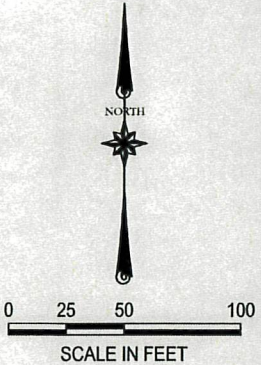
Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C7	78°27'47"	20.00'	27.39'	25.30'	16.33'	S40°47'32"W
C8	109°49'17"	55.00'	105.42'	90.01'	78.29'	N25°06'47"E
C9	42°48'55"	55.00'	41.10'	40.15'	21.56'	N51°12'19"W
C10	31°39'12"	55.00'	30.38'	30.00'	15.59'	N88°26'22"W
C11	41°48'16"	55.00'	40.13'	39.25'	21.00'	S54°49'55"W
C12	32°22'11"	55.00'	31.07'	30.66'	15.96'	S17°44'41"W

See Sheet 3 of 5



See Sheet 2 of 5



Easement Key
(A) DRAINAGE & UTILITY EASEMENT
(B) IRRIGATION EASEMENT

Line Table

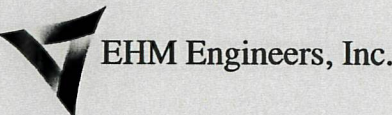
LINE #	BEARING	DISTANCE
L1	N89°14'07"W	155.33'
L2	S83°49'01"W	103.32'
L3	S21°44'07"E	20.00'
L4	S81°57'32"W	95.09'
L5	N89°14'07"W	60.00'
L6	N89°14'07"W	34.50'
L7	N1°33'39"E	45.00'
L8	N0°45'53"E	22.89'

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C13	89°12'14"	20.00'	31.14'	28.09'	19.72'	N46°09'46"E
C14	90°47'46"	20.00'	31.69'	28.48'	20.28'	S43°50'14"E
C15	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°45'53"E
C16	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°14'07"W
C17	89°59'52"	20.00'	31.42'	28.28'	20.00'	S45°45'57"W
C18	42°20'00"	50.00'	36.94'	36.11'	19.36'	N21°56'01"E
C19	62°16'10"	50.00'	54.34'	51.71'	30.20'	N74°14'05"E
C20	42°00'56"	50.00'	36.67'	35.85'	19.20'	S53°37'22"E
C21	33°22'39"	50.00'	29.13'	28.72'	14.99'	S15°55'34"E
C22	89°59'52"	20.00'	31.42'	28.28'	20.00'	N44°14'11"W
C23	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°45'53"W
C24	49°59'41"	20.00'	17.45'	16.90'	9.33'	S24°13'58"E
C25	11°33'20"	50.00'	10.08'	10.07'	5.06'	N43°27'09"W

Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C26	71°37'40"	50.00'	62.51'	58.52'	36.08'	N1°51'39"W
C27	56°23'01"	50.00'	49.20'	47.24'	26.80'	N62°08'42"E
C28	27°55'22"	50.00'	24.37'	24.13'	12.43'	S75°42'07"E
C29	49°59'41"	20.00'	17.45'	16.90'	9.33'	N86°44'16"W
C30	2°49'39"	225.00'	11.10'	11.10'	5.55'	N69°40'42"E
C31	13°09'52"	225.00'	51.70'	51.58'	25.96'	N77°40'28"E
C32	6°30'29"	225.00'	25.56'	25.54'	12.79'	N87°30'38"E
C33	22°30'00"	200.00'	78.54'	78.04'	39.78'	N79°30'53"E
C34	8°22'45"	175.00'	25.59'	25.57'	12.82'	N86°34'30"E
C35	14°07'15"	175.00'	43.13'	43.02'	21.67'	N75°19'30"E
C36	67°30'00"	20.00'	23.56'	22.22'	13.36'	N34°30'53"E
C37	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°14'07"W



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF THE NW4 NE4 OF SECTION 33, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 33, SAID CORNER BEARS NORTH 88°26'22" WEST 2826.83 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 33;
THENCE, ALONG THE NORTH BOUNDARY OF SAID NW4 NE4 OF SECTION 33, SOUTH 88°26'22" EAST 508.06 FEET TO THE REAL POINT OF BEGINNING;
THENCE, CONTINUING ALONG SAID NORTH BOUNDARY, SOUTH 88°26'22" EAST 806.36 FEET TO THE NORTHEAST CORNER OF SAID NW4 NE4 OF SECTION 33;
THENCE, ALONG THE EAST BOUNDARY OF SAID NW4 NE4 OF SECTION 33, SOUTH 00°42'22" WEST 410.02 FEET;
THENCE, LEAVING SAID EAST BOUNDARY, NORTH 89°14'07" WEST 287.76 FEET;
THENCE, SOUTH 00°45'53" WEST 349.27 FEET;
THENCE, NORTH 89°14'07" WEST 155.33 FEET;
THENCE, SOUTH 83°49'01" WEST 103.32 FEET;
THENCE, SOUTH 68°15'53" WEST 323.90 FEET;
THENCE, SOUTH 21°44'07" EAST 20.00 FEET;
THENCE, SOUTH 68°15'53" WEST 230.00 FEET;
THENCE, SOUTH 81°57'32" WEST 95.09 FEET;
THENCE, NORTH 89°14'07" WEST 60.00 FEET TO A POINT ON THE EAST BOUNDARY OF THAT CERTAIN MAP ENTITLED "SUNDANCE SUBDIVISION NUMBER 2", RECORDED JUNE 12, 2020 AS INSTRUMENT NO. 2020-010827 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY;
THENCE, ALONG SAID EAST BOUNDARY, NORTH 00°45'53" EAST 528.55 FEET;
THENCE, LEAVING SAID EAST BOUNDARY, SOUTH 89°00'22" EAST 390.05 FEET;
THENCE, NORTH 01°33'41" EAST 501.04 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 16.72 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE ROAD RIGHT OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT.

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

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

SUNDANCE PARTNERS, LLC

BY: GERALD MARTENS, MEMBER

ACKNOWLEDGMENT

STATE OF IDAHO)
COUNTY OF TWIN FALLS) ss

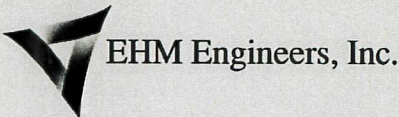
ON THIS DAY OF , 2025, AT M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GERALD MARTENS, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF SUNDANCE PARTNERS, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2025.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION PLS# DATE
PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss

ON THIS _____ DAY OF _____, 2025, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2025, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY EX-OFFICIO RECORDER



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator

Date: 7/10/2025

Re: Final Plat – **Sundance Subdivision No. 4** – Application # 25-

The Engineering Department has reviewed the Final Plat for the Sundance Subdivision No. 4. The following changes shall be addressed prior submittal of the mylars for signatures by the City of Twin Falls Mayor and City Engineer. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. The designation NW2 should be NW4 to match the Certificate of Owners metes and bounds description. Please revise.
2. This dimension does not match the Certificate of Owners metes and bounds description. Please revise.
3. The bearing does not match the Certificate of Owners metes and bounds description. Please revise.
4. Block 12 lot numbers on Sheet 1 do not match the lot numbers on Sheet 2 and Sheet 3. Please revise.
5. The street name on Sheet 1 does not match the street name on Sheet 2. Please revise.
6. Please revise note 2 to say, "Lots adjacent to South Hills Road shall not have direct access to South Hills Road."
7. C1, C2, C3, C4, C15, and C16 should be a 30' radius. Please revise.
8. There should be a 15' utility easement adjacent to Briarwood Lane on Lot 8, Block 13. Please revise.
9. What is the purpose of the label "non-radial"? Is this a new requirement for plats?
10. This easement is not labeled. Please revise.
11. The bearing label is missing. Please revise.
12. Will the portion of the Idaho Power easement, that is now located in ROW, need to be vacated?

13. Please include a note indicating the purpose of, who will own, and who will maintain Lot 8, Block 13.

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

Cc: Gerald Martens, gmartens@ehminc.com
David Thibault, EHM Engineers, dthibault@ehminc.com
Val Smith, EHM Engineers, ysmith@ehminc.com
Troy Vitek, City of Twin Falls, tvitek@ehminc.com
Subdivision File

PUBLIC RIGHT-OF-WAY DEED

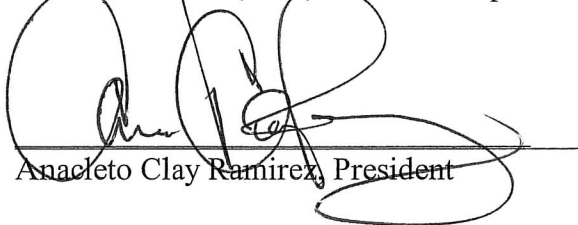
Believers Church, Inc., an Idaho Corporation, (Grantor), does hereby grant, convey and dedicate fee simple title to the public as public right of way under the jurisdiction of **The City of Twin Falls, A Municipal Corporation, whose address is P.O. Box 1907, Twin Falls, Idaho 83303**, (Grantee) a permanent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

(See attached Exhibit A - Legal Description)

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

Executed and delivered this 19th day of AUGUST, 2025

Believers Church, Inc., an Idaho Corporation


Anacleto Clay Ramirez, President

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY

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

Ruth Pierce, Mayor

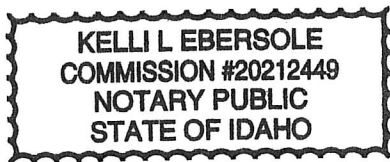
STATE OF IDAHO

) ss.

County of Twin Falls

On this 1st day of AUGUST, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Anecleto Clay Ramirez, known or identified to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same.

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



Kelli Ebersole
NOTARY PUBLIC
Residing at: TWIN FALLS
Commission expires: 5/17/27

Exhibit A
Legal Description
Right-of-Way Dedication
Twin Falls County, Idaho

Being a portion of the Southeast Quarter of the Northeast Quarter of Section 1, Township 10 South, Range 16 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the East Quarter corner of said Section 1;
Thence, along the East Boundary of said Southeast Quarter of the Northeast Quarter of Section 1, North 00°03'23" East 636.57 feet to the **REAL POINT OF BEGINNING**;
Thence, leaving said East Boundary, South 89°42'33" West 39.00 feet;
Thence, leaving said East Boundary, North 00°03'23" East 603.10 feet along a line parallel with and thirty-nine and 00/100 (39.00) feet Westerly from said East Boundary;
Thence, along the arc of a tangent curve to the left having a radius of 30.00 feet, through a central angle of 89°55'04", an arc distance of 47.08 feet and a long chord that bears, North 44°54'09" West 42.40 feet;
Thence, North 89°51'41" West 1249.04 feet to a point on the West Boundary of said Southeast Quarter of the Northeast Quarter of Section 1;
Thence, along said West Boundary, North 00°03'54" East 55.00 feet to the Northwest Corner thereof;
Thence, along North Boundary of said Southeast Quarter of the Northeast Quarter of Section 1, South 89°51'41" East 1317.99 feet to the Northeast Corner thereof;
Thence, along said East Boundary of the Southeast Quarter of the Northeast Quarter of Section 1, South 00°03'23" West 687.76 feet to said **REAL POINT OF BEGINNING**.

Containing approximately 2.24 acres.

End of Description

S89°51'41"E 1317.99'

N89°51'41"W 1249.04'

Line Table

LINE #	BEARING	DISTANCE
--------	---------	----------

L1	S89°42'33"W	39.00'
----	-------------	--------

L2	N0°03'54"E	55.00'
----	------------	--------

RIGHT-OF-WAY DEDICATION
2.24 ACRES±

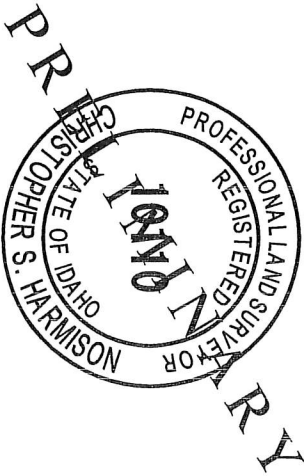
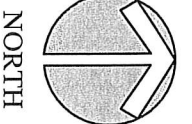
Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	89°55'04"	30.00'	47.08'	42.40'	29.96'	N44°54'09"W

N0°03'23"E 603.10'

S0°03'23"W 687.76'

SUNWAY DRIVE NORTH



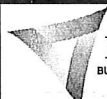
Located In
A Portion of
SE ⁴ NE ⁴, Section 1
Township 10 South, Range 16 East
Boise Meridian
Twin Falls County, Idaho
2025

N0°03'23"E 636.57'



SCALE IN FEET

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



EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

Engineers / Surveyors / Planners
621 North College Road, Suite 100 Twin Falls, Idaho 83301
p (208)-734-4888 fax (208)-734-6049 web: ehminc.com

JOB NO.: 324-23
APPROVED
DESIGN
DRAWN: GSH
DATE: MARCH 2025
SCALE: SHOWN
V. 324-23 EXH-R0W
Sheet No.: 1

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this 21th day of May, 2025, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Northeast Investments, LLC hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Cattail Subdivision, a PUD.

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

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

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

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

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

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-way and which are presently within or subsequently annexed into the City limits. (2) To operate and

maintain all approved public water lines, public pressure irrigation lines, public storm drainage lines, and public sewer lines constructed under the terms of this Agreement in any public rights-of-way or public easements and to provide water, sewer, and pressure irrigation service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer, water service, and pressure irrigation. (3) To maintain non-pressure irrigation lines only where they cross City streets. (4) Public Storm Water facilities will be located in an exclusive stormwater easement. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the property on which the utility resides.

II.

In lieu of the actual installation of required public improvements before recording of the final plat, the Council may permit the subdivider to provide a financial guarantee of performance in one (1) or a combination of the following arrangements for those requirements which are over and beyond the requirements of any other agency responsible for the administration, operation and maintenance of the applicable public improvement.

- a. Surety Bond
 1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
 2. Amount - the bond shall be in an amount equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
 3. Term Length – The minimum term length shall be two (2) years or until the bond is released by the City, whichever is later.
 4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the City Council.
- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

1. Treasurer or Trust Company - A cash deposit or certified check shall be deposited by the City. After the improvements have been accepted, the funds will be reimbursed. A negotiable bond or an irrevocable bank letter of credit, shall be held by the City until the improvements are accepted.
 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred twenty percent (120%) of the total estimated cost for completing construction, including engineering design, inspection, and oversight, of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
 3. Time - The time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.
- c. Trust Agreements.
1. Per the terms of the trust agreement.
 2. Trust agreement must be approved by City Council.

III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, licensed by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation, and storm sewer.

- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications, and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved with the preliminary plat and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the updated plans and specifications to current city standards. The Developer may request one extension of the approvals previously given for another two (2) years.
- c. Engineer of record shall hold a pre-construction meeting, including the City Engineering Department, design engineer and contractor. Engineer of record will notify the City in writing of schedule before construction begins.
- d. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- e. Submit all test reports, inspection reports, request for change orders and construction diaries to the City Engineering department every week during the construction of the development or subdivision.
- g. Submit to the City Engineer As-builts for the City records showing any approved changes to the original plans and specifications. A 24" x 36" complete plan set (stamped & signed), a pdf, and an AutoCAD file of the plans shall be provided within thirty (30) days after completion of the project.
- h. The developer's engineer shall submit an Engineer's Check-off and certification form stating that the work has been constructed in conformance to the plans and specifications, and thereby certifying that improvements were constructed to the lines and grades shown.

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

It shall be the responsibility of the Developer's Engineer or other certified individuals to provide all necessary quality control and required testing during construction. All tests shall be

taken at a frequency based upon Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC.

The Developer agrees to: (1) allow the City full and complete access to the work (2) provide all materials necessary to conduct independent testing (3) supply all water necessary to test pipe joints and (4) provide the equipment and perform or have performed any testing of manufactured materials required by the City Engineer.

The Developer shall submit a letter identifying lots and blocks associated with construction phase to the City Engineer upon completion of the project, requesting that the City assume the responsibility for maintenance and operation of all public improvements as stated herein.

IV.

The Developer agrees to obtain a permit or letter of approval from the Twin Falls Highway District or the Idaho Transportation Department (ITD) prior to constructing improvements on their respective right-of-ways. The original or a certified copy of said permit or letter shall be submitted to the City Engineer prior to beginning of construction thereon.

V.

The Developer agrees to dedicate rights-of-way to the public for the development of all streets and alleys in accordance with the City Transportation Master Plan and to dedicate easements for the maintenance and operation of all public utilities. The size and location of said rights-of-way and easements shall be determined by the City Engineer.

VI.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed within two (2) years, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration along with updated plans and specifications to current city standards. The Developer may request an extension of the approvals previously given for another two (2) years.

VII.

The Developer agrees to pay the total actual costs of all materials, labor and equipment necessary to completely construct all of the improvements required herein, except those costs specifically shown to be paid by the City and to construct or contract for the construction of such improvements.

VIII.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water, sewer lines, or pressure irrigation the City requires to be larger than the size required to properly serve the development. The requirement for wider and deeper streets shall be based on the Transportation Master Plan. Requirements for larger water, sewer and pressure irrigation lines shall be based on the citywide sewer, water, and pressure irrigation system sizing guidelines and based on modeling, if applicable.

IX.

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

X

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspections are complete and the work has been accepted by the Developer's Engineer and the City Engineer. All such inspections shall be scheduled in accordance with Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to ISPWC, as adopted at time of construction plan approval. The developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective

materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

The approval of construction plans, specifications, and other data shall not prevent the City from thereafter requiring the correction of errors or omissions in said plans or specifications prior to or during actual construction or final acceptance by the City.

The Developer shall remove from all public property all temporary structures, rubbish, and waste materials resulting from their operation or caused by his employees.

The Developer shall guarantee all materials, workmanship and equipment furnished for a period of one (1) year from the date of written acceptance of the work by the City Engineer or authorized representative.

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project. The Developer's contractor shall apply for a Right-of-Way permit with a Traffic Control Plan to be approved by the City of Twin Falls prior to any road, lane, or sidewalk closures.

XI.

The City and the Developer agree to the following minimum for Required Improvements, City Costs, Required Inspections and any other improvements; which are approved or required by the City Council and shown on the approved construction plans.

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard local street constructed on all public street rights-of-way serving residential use property.

- (3) Local and private streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (4) Minor and Major collector streets shall be constructed as per the current standards, adopted at time of construction plan approval. These include City of Twin Falls Master Transportation plan, ISPWC and City of Twin Falls Revisions to ISPWC.
 - (5) Arterial typical sections will be designed by the developer's Engineer and approved by the City Engineer, with width determined on the Master Transportation Plan.
 - (6) A sidewalk, per Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC, is required on all public pedestrian rights-of-way. Four foot (4') sidewalks, by special permission of the City Engineer, shall be constructed per ISPWC and the City of Twin Falls Revisions to the ISPWC for local streets under certain conditions.
 - (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A portion of land eleven feet (11') in depth behind the back of curb will be dedicated as part of any residential development adjacent to arterial and collector streets as Right-of-Way. Within that Right-of-Way the developer shall install a landscape strip with a sprinkler system to the City of Twin Falls Parks and Recreation standards and shall also install a sidewalk to current adopted standards. The landscaping will be maintained by the city and funded through a fee added to the utility bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
 - (8) Streetlights as determined by City policy for street light installation.
 - (9) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (b) City Costs
- (1) None

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings eight inch (8") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Marshall. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. Any water main connections closer than 150' to each other will not be considered looped without prior City approval. No dead-end lines longer than 150 feet will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing shall comply with the minimum standards set by the Fire Rating Bureau, American Water Works Association, and the International Fire Code. The maximum length of dead end water lines shall be one hundred and fifty feet (150'). Fire hydrants with STORZ connectors are required in all developments.

- (5) One water service line shall be constructed to each building site at the time the water mains are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps are not allowed in intersections.

Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches or sidewalks. Any cost associated with relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner.

All new water service lines made from new water mains to serve any new development will be the responsibility of the Developer. The developer shall complete all work except when connecting to a live waterline. The City will make the necessary main line taps after payment of the required water connection permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. Multi-units less than three may be approved for additional service lines. It is understood and agreed that the City will make all service line taps on live lines, and that the fee paid by the developer for a Water Connection Permit will reimburse the City for such work. All other work to be completed by the Developer.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The developer will disinfect the water system and submit testing results to the City prior to making the system live.
- (8) All water valves shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 10-12-4.2 a wastewater collection system (eight-inch (8") minimum diameter) that will transport a flow of wastewater, under conditions of maximum and minimum discharge from the development to the existing City waste water system.
- (2) Wastewater lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Wastewater Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (5) All manholes shall be provided with a gravel access 12" thick where no public roadway currently exists.

(b) City Costs

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

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer.

- (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
 - (4) All retention areas are to be on a designated lot to be maintained by the owner or when applicable, in a dedicated/exclusive storm water easement, granted to the City of Twin Falls.
- (b) City Costs
 - (1) The City will perform the CCTV inspection on storm water lines which are part of the construction phase.
- (c) Required Inspections and Testing
 - (1) The City will inspect all dry wells for geometry and materials. Rock will be submitted to the Developer's Engineer for confirmation of void space prior to placement in dry wells. Documentation of confirmation shall be provided to the city engineering department. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Privately owned Irrigation facilities shall be constructed on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition. Fences, sidewalks or other permanent features will not be located on top of irrigation facilities. Irrigation facilities shall not be located in City Right-of-Way, except in crossings perpendicular to the right-of-way.
- (b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 10-12-4-2 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or ZDA, or any development of any parcel of land of three-fourths (3/4) of an acre or larger that is not part of a subdivision or ZDA. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be transferred to the City of Twin Falls, before the filing of the final plat or receiving an improvement acceptance letter, for use in the City's pressurized irrigation system.
 - (2) Pressure irrigation water mains and fittings shall satisfy the currently adopted Pressurized Irrigation master plan.
 - (3) Pressure irrigation lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with currently adopted Pressurized Irrigation Master Plan sizing guidelines.
 - (4) Pressurized irrigation valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to more than 30 users. One pressure irrigation water service line shall be constructed to each lot at the time the pressure irrigation water lines are installed. The design shall minimize the length of the service line and shall terminate at the Right-of-Way. Service taps will not be allowed in the intersection.

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

- (5) The Developer shall be responsible for all costs incurred in designing and installing the public pressure irrigation station to City Standards and Specifications or as an agreement negotiated with the City Engineer. This includes the land, pumps, motors, filters, enclosures, delivery system to the station from the TFCC head gate and away from the station on the historical path, storage, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer and shall be according to the Idaho Standard for Public Works Construction (ISPWC) and the City of Twin Falls Revisions to the ISPWC
- (7) The Pressure Irrigation System shall be located within easements, right-of-ways and/or property deeded to the City of Twin Falls.
- (8) Private Pressure Irrigation Systems shall be located outside City Right-of-Way and within easements. No Public infrastructure will be associated with a private Pressure Irrigation System.
- (b) City Cost.
 - (1) None
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required per ISPWC and the City of Twin Falls revisions to the ISPWC.

SPECIAL FEATURES

Pursuant to commitments made by the Developer as conditions of approval of the development, the following special features shall be constructed:

- a) Required Improvements

-
-
-
-
- b) City Costs
(1) None.

XIII.

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

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

XIV.

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

XV.

In the event of a breach of Agreement, or should legal action of any kind be taken to enforce the provisions, hereof, the prevailing party shall be entitled to reasonable attorney fees and costs awarded by the Court.

Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer

Northeast Investments, LLC
_____STATE OF IDAHO)
)ss.
County of Twin Falls)

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

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

Notary Public for Idaho
Residing

CORPORATION

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

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

Notary Public for Idaho
Residing _____


 Notary Public for Idaho
 Residing Twin Falls, ID
 Exp: 8.26.2030

NOTICE OF DEVELOPER'S AGREEMENT

NOTICE IS HEREBY GIVEN, that a document entitled "Improvement Agreement for Developers" (hereafter "Agreement") has been executed and filed with the City of Twin Falls, Idaho, for the following named subdivision or development:
Cattail Subdivision, a PUD

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

CITY OF TWIN FALLS, IDAHO

 City Clerk

 Mayor

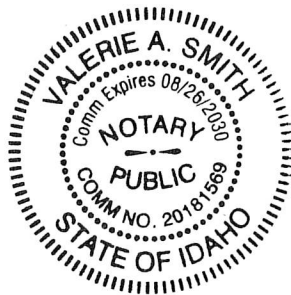
 Developer
 Northeast Investments, LLC

A. Kent Taylor

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

On this 21th day of May, 2025, before me, the undersigned, a Notary Public for Idaho, personally appeared G. Kent Taylor, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Valerie A. Smith
 Notary Public for Idaho
 Residing Twin Falls, ID

EXP: 8.26.2030



Date: Monday, August 11, 2025
To: Honorable Mayor and City Council
From: AC Stowe, Staff Engineer

ACTION ITEM

Request:

Request to award the 2025 CIPP Sewer Rehabilitation Project to Vortex Services LLC, of Helena, MT, in the amount of \$912,500.00 and authorize use of the total budget of \$1.1 million for potential change orders and contingencies.

Time Estimate:

5 minutes

Background:

Cured-in-Place Pipe (CIPP) lining is a method of trenchless rehabilitation and restoration used in the repair of existing pipes. This project will rehabilitate nearly 19,000' feet of 8" sewer pipes and approximately 500' of 18" sewer pipe. The intent of the project is not to repair problematic infrastructure with typical construction techniques involving excavation, but rather to rehabilitate sewer mains using innovative trenchless techniques to ensure they will last another 50-60 years. The wastewater collection department's goal is to preserve aging infrastructure through the creation of an annual CIPP project to rehabilitate pipes that are generally in good condition but beyond life expectancy. This new program would be comparable to the street department's zone maintenance program.

Prior to any work, the contractor will inspect the pipe sections to locate all service taps and to ensure the pipe is clean and ready for the CIPP process. Once the initial inspection is completed, the contractor will isolate a section of pipe between two manholes and insert a flexible liner inside the existing host pipe, inflate the liner then either heat cure or UV cure to harden. The liner forms a smooth surface inside the existing pipe, restoring it to good condition. After the short cure time, a specialized camera with a cutting bit is used to reinstate all sewer service taps. As part of the contract, the contractor will coordinate with the customers and communicate any restrictions needed during the application and cure time.

Understanding the bidding environment and in an effort to release a project large enough to entice an experienced contractor to bid on our work, staff allowed the contract time to be longer than normal. Staff felt allowing the contractor a longer time frame would give them the flexibility to choose a convenient time for them. The contract documents require the contractor to complete the work by April, 2026.

The project was formally bid following Idaho Statute 67-2805 on July 17th, 2025 with the City receiving 4 bids. The engineer's estimate was \$1.16 million. The low bidder is Vortex Services LLC. for the amount of \$912,500.00. The bid package was checked for completeness and no irregularities were found and the engineer recommends awarding the bid. Because the bid came in under the estimate, staff are requesting authorization to use the remaining budget to add additional work to this project and for contingency.

Approval Process:

A majority vote of the Council to approve the award of the contract.

Budget Impact:

Staff appeared before council earlier in this fiscal year to request the use of 2023-2024 funds to create a larger project which you see now. Council approved the use of \$550,000 from last fiscal year to be combined with \$550,000 from this fiscal year for a total budget of \$1.1 million. If Council chooses to approve this request, Staff will utilize the total \$1.1 million dollars for CIPP rehabilitation.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

City Staff recommends the award of the 2025 CIPP sewer Rehabilitation Project to Vortex Services LLC in the amount of \$912,000 with authorization for staff to use the total budget for this project for potential change orders and contingency.

Attachments:

1. 2025 CIPP Bid Tab
2. 2025 Sewer Line CIPP Bid Map- Revision 2, 6-25-25

CoTF 2025 CIPP Bid Tab
July 17th, 2025 2:00pm

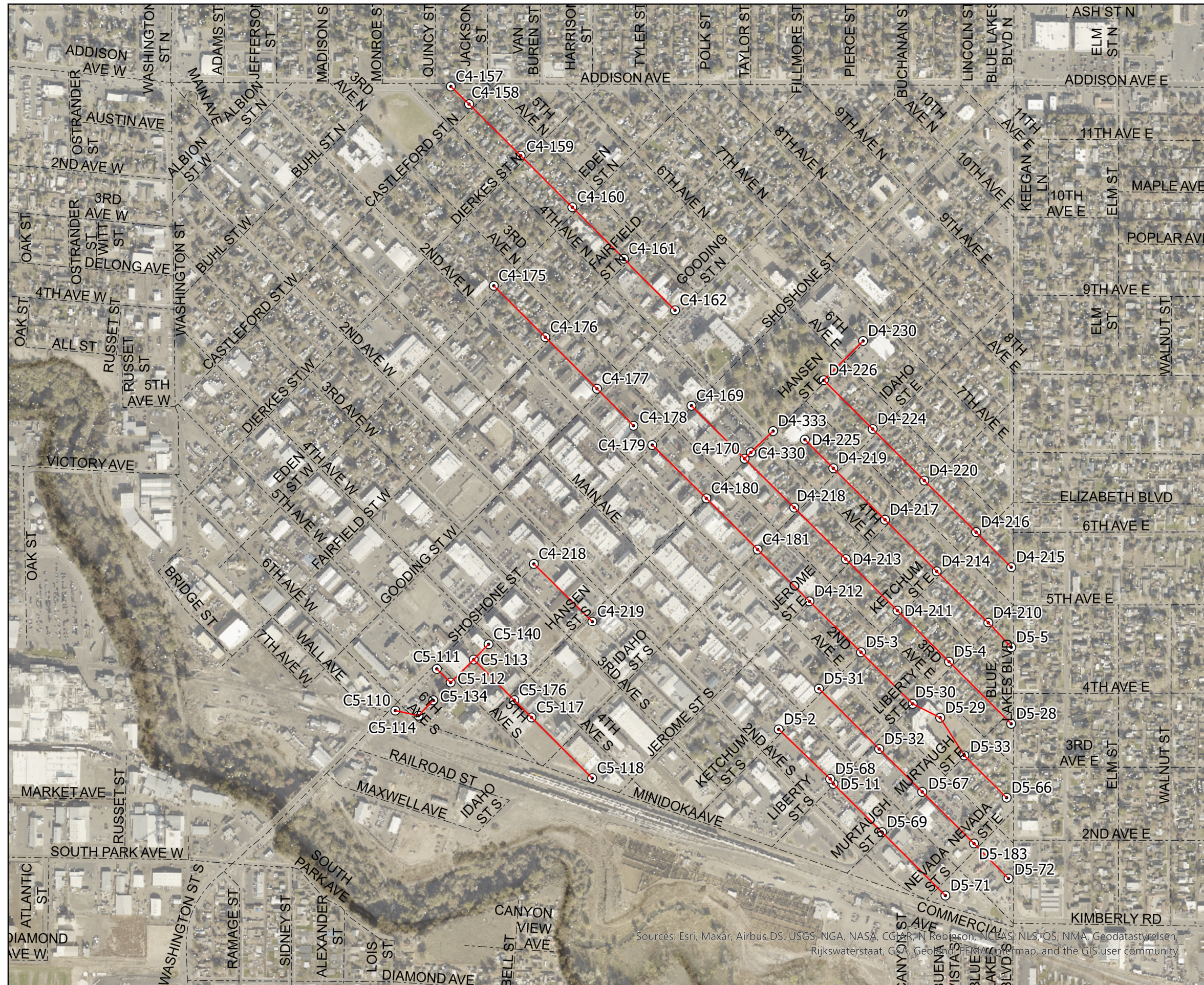
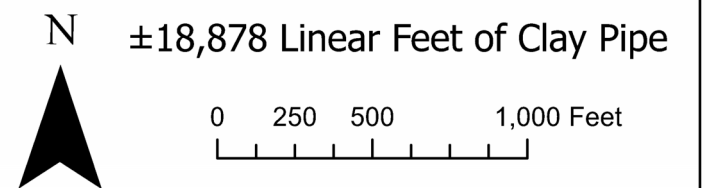
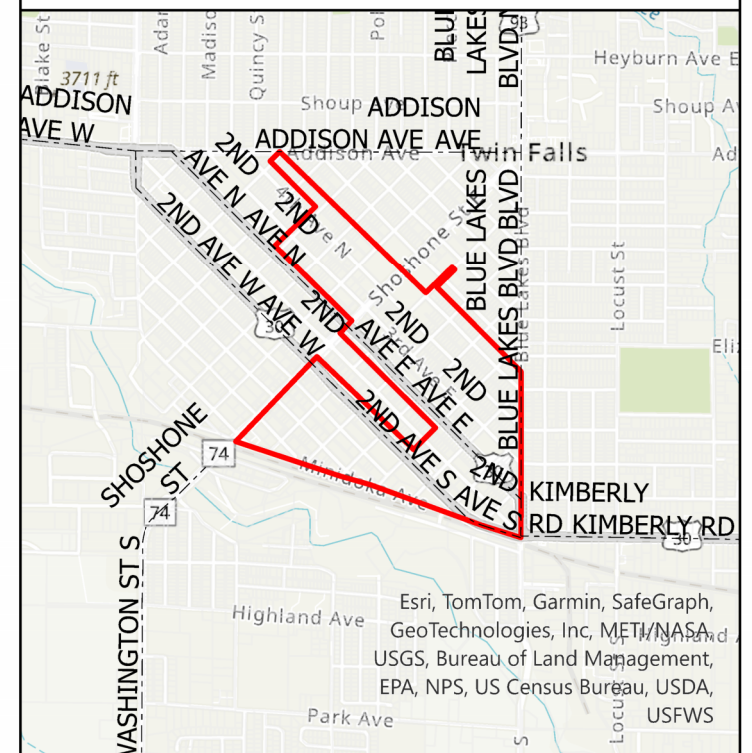
Base Bid: Bid Schedule A				Vortex		Insituform		Ironhorse		National Power Rodding		Engineer Estimate	
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Est Unit Price	Bid Amount
SP-02541.4.1.A.1	CIPP Rehabilitation-8-inch	LF	18,878	\$ 38.00	\$ 717,364.00	\$ 39.00	\$ 736,242.00	\$ 50.00	\$ 943,900.00	\$ 35.00	\$ 660,730.00	\$ 44.14	\$ 833,274.92
SP-02541.4.1.B.1	Cut Off Protruding Lateral	EA	100	\$ 250.00	\$ 25,000.00	\$ 488.00	\$ 48,800.00	\$ 200.00	\$ 20,000.00	\$ 200.00	\$ 20,000.00	\$ 209.20	\$ 20,920.00
SP-02541.4.1.C.1	Lateral Reinstatement	EA	355	\$ 50.00	\$ 17,750.00	\$ 60.00	\$ 21,300.00	\$ 100.00	\$ 35,500.00	\$ 175.00	\$ 62,125.00	\$ 108.67	\$ 38,577.85
SP-02543.4.1.A.1	Pre-Con Cleaning and Television Inspection	LF	18,878	\$ 1.00	\$ 18,878.00	\$ 3.00	\$ 56,634.00	\$ 3.50	\$ 66,073.00	\$ 4.00	\$ 75,512.00	\$ 3.00	\$ 56,634.00
SP-02543.4.1.A.1	Pst-Con Cleaning and Television Inspection	LF	18,878	\$ 1.00	\$ 18,878.00	\$ 1.00	\$ 18,878.00	\$ 1.00	\$ 18,878.00	\$ 1.00	\$ 18,878.00	\$ 1.33	\$ 25,107.74
SP-02548.4.1.A.1	Sewer Bypass Pumping	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 1,629.00	\$ 1,629.00	\$ 72,500.00	\$ 72,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,411.69	\$ 15,411.69
1103.4.A.1	Construction Traffic Control	LS	1	\$ 18,000.00	\$ 18,000.00	\$ 83,127.00	\$ 83,127.00	\$ 65,000.00	\$ 65,000.00	\$ 35,000.00	\$ 35,000.00	\$ 41,097.85	\$ 41,097.85
2010.4.1.A.1	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 7,643.00	\$ 7,643.00	\$ 100,000.00	\$ 100,000.00	\$ 75,000.00	\$ 75,000.00	\$ 51,372.31	\$ 51,372.31
Total of All Unit Price Bid Items Bid Schedule A				\$ 855,870.00		\$ 974,253.00		\$ 1,321,851.00		\$ 972,245.00		\$ 1,082,396.35	
Ad alternate: Bid Schedule B													
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Est Unit Price	Bid Amount
SP-02541.4.1.A.1	CIPP Rehabilitation-18" (CMP Pipe)	LF	540	\$ 88.00	\$ 47,520.00	\$ 136.00	\$ 73,440.00	\$ 80.00	\$ 43,200.00	\$ 200.00	\$ 108,000.00	\$ 100.00	\$ 54,000.00
SP-02543.4.1.A.1	Pre-Con Cleaning and Television Inspection	LF	540	\$ 1.00	\$ 540.00	\$ 6.00	\$ 3,240.00	\$ 3.50	\$ 1,890.00	\$ 35.00	\$ 18,900.00	\$ 3.00	\$ 1,620.00
SP-02543.4.1.A.1	Pst-Con Cleaning and Television Inspection	LF	540	\$ 1.00	\$ 540.00	\$ 1.00	\$ 540.00	\$ 1.00	\$ 540.00	\$ 5.00	\$ 2,700.00	\$ 1.33	\$ 718.20
SP-02548.4.1.A.1	Sewer Bypass Pumping	LS	1	\$ 3,830.00	\$ 3,830.00	\$ 143,433.00	\$ 143,433.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
1103.4.A.1	Construction Traffic Control	LS	1	\$ 1,700.00	\$ 1,700.00	\$ 24,418.00	\$ 24,418.00	\$ 4,000.00	\$ 4,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
2010.4.1.A.1	Mobilization	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,170.00	\$ 2,170.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 4,000.00	\$ 4,000.00
Total of All Unit Price Bid Items Bid schedule B				\$ 56,630.00		\$ 247,241.00		\$ 62,130.00		\$ 194,600.00		\$ 79,338.20	
Total Bid Price (Total of all Lump Sum and Unit Price Bids) Bid schedule A				\$ 855,870.00		\$ 974,253.00		\$ 1,321,851.00		\$ 972,245.00		\$ 1,082,396.35	
Total Bid Price (Total of all Lump Sum and Unit Price Bids) Bid schedule B				\$ 56,630.00		\$ 247,241.00		\$ 62,130.00		\$ 194,600.00		\$ 79,338.20	
TOTAL A+B				\$ 912,500.00		\$ 1,221,494.00		\$ 1,383,981.00		\$ 1,166,845.00		\$ 1,161,734.55	



CITY OF TWIN FALLS 2025 SEWER LINE CIPP BASE BID MAP CIPP BID SCHEDULE A

Legend

- 2025 CIPP Manholes
- 2025 CIPP
- Roads



Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, QS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, GeoEye, GeoWorld, and the GIS user community



Date: Monday, August 11, 2025
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Consideration of a contract with Starr Corporation for the CM/GC services on the Police Evidence Storage and Training facility.

Time Estimate:

5 minutes for a presentation plus time for questions from the City Council.

Background:

The City has engaged Cole Architects to design a new offsite police long-term evidence storage facility and training center. The site for this facility will be directly south of the new fire training center and west of the Humane Society off Victory Ave. The property is owned by the City. While the design work has just begun, the site has created some challenges and limitations that necessitate bringing the CM/GC on board earlier in the process than previous construction projects.

Starr Corporation was the City's CM/GC on the fire training center when it was constructed between 2022 and 2024. Idaho Statute allows cities to rehire a CM/GC to complete additional phases of a project without going through the entire qualification-based selection process again. We reviewed this allowance with the City Attorney, and he agreed that this project could be considered an additional phase of the training facility given the nature of the building project and the proximity to the fire training facility. Starr Corporation was an excellent partner in the training center as well as the two new fire stations. Their knowledge of the challenges discovered at the site pertaining to groundwater will be valuable.

Upon approval from the City Attorney, we reached out to Starr directly to negotiate a CM/GC contract for this project. The contract is attached for the Council's review. Starr is proposing a 7.5% CM/GC fee for their services on this project, with no additional costs for pre-construction services. This fee is very competitive with comparable fees in the market right now. Therefore, staff recommend that the Council approve the attached contract as presented.

Approval Process:

Majority vote of the Council.

Budget Impact:

7.5% of the estimated construction budget of \$2,725,000 (\$204,375) from reserves in FY2027 (estimated).

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommend that the Council approves the contract extension with Starr Corp.

Attachments:

1. A133-2019 - Standard Form of Agreement Between Owner and Construction Manager as Constructor - A133-2019- City of Twin Falls

 AIA® Document A133® – 2019**Standard Form of Agreement Between Owner and Construction Manager
as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a
Guaranteed Maximum Price

AGREEMENT made as of the Twentieth day of June in the year Two Thousand
Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

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

and the Construction Manager:
(Name, legal status, address, and other information)

STARR CORPORATION
PO Box 46
Twin Falls, ID 83303

for the following Project:
(Name, location, and detailed description)

Police Storage and Training Facility

The Architect:
(Name, legal status, address, and other information)

COLE Architects
404 S 8th Street, Suite 250
Boise, ID 83702

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Construct new Police Storage facility.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Budget for construction of project is \$2,725,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
Design complete and ready to bid project September 2026.
- .2 Construction commencement date:
October 2026
- .3 Substantial Completion date or dates:
Will be established after plans have been submitted for review.
- .4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

Mandi Thompson
Assistant to the City Manager
203 Main Ave East
Twin Falls, ID 83301
mthompson@tfid.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Matt Hufffield
404 S 8th Street, Suite 250
Boise, ID 83702
208-345-1800

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Jason Derricott
PO Box 46
Twin Falls, ID 83303
208.733.5695
jason@starrcorporation.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and

timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in

the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4,

and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the

parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the

parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

No fee will be charged for preconstruction services.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The construction manager's fee shall be 7.5% of the cost of construction.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's Fee shall be applied to all changes of work associated with the scope of work included in the GMP.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Twelve percent (12%) maximum.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed Ninety percent (90%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to “cost” and “fee,” and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner’s prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms “cost” and “costs” as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term “fee” shall mean the Construction Manager’s Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager’s Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager’s Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner’s prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when stationed at the site and performing Work, with the Owner’s prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager’s supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Lump sum included in CM/GC fee set forth in 6.1.2.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract

Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term “related party” shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager’s personnel stationed at the Construction Manager’s principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager’s principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager’s capital expenses, including interest on the Construction Manager’s capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager’s own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and

from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

At the discretion of the owner.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

All closeout documents including warranties must be submitted and approved before retainage is released.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and

that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$1,000,000.00) each accident, One Million (\$1,000,000.00) each employee, and One Million (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$1,000,000.00) per claim and One Million (\$1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Builders Risk Insurance	Full value of the project(s)

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™–2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

☐ Supplementary and other Conditions of the Contract:

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders,

sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*

BY: RUTH PIERCE

(Printed name and title)

| Ruth Pierce, Mayor City of Twin Falls

CONSTRUCTION MANAGER *(Signature)*

BY: MICHAEL ARRINGTON

(Printed name and title)

Michael Arrington, President



Date: Monday, August 11, 2025
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

PRESENTATION

Request:

Council review of FY 2026 Budget Recap with focus on Council Capital.

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

1. 08-04-2025 FY 2025-2026 Budget Preliminary Budget Approval



Date: Monday, August 4, 2025
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

ACTION ITEM: Establishing the 2025-2026 Fiscal Year Preliminary Budget for the City of Twin Falls in the amount of \$95,476,337, and setting the public hearing for August 25, 2025, followed by citizen input.

Time Estimate

The estimated amount of time this item will take is one hour plus time to answer questions.

Background

Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year. On behalf of the many hands that helped in its development and creation, we are pleased to present to you for your review, debate and consideration, the City Manager's Recommended Budget Fiscal for Year 2025-2026 (FY 2026). Like the ones offered in the past, this budget has been constructed in the spirit of "One City" and is the product of many hours and many minds.

Twin Falls is growing and thriving. Our city now proudly serves about 56,849 residents, an increase of more than 8% since the 2020 census, with growth continuing at over 2% per year. Backed by a dedicated team of 351.5 full-time employees and a taxable value exceeding \$6.429 billion. The City's taxable value does not include \$628 million of value contained in Urban Renewal Agency areas. Since 2014, the City of Twin Falls's overall value has more than tripled.

Our fiscal year spans from October 1 to September 30. The budget, crafted using Government Finance Officers' Association (GFOA) best practices and adhering to Idaho Code requirements for local government budgeting and financial protocols, is balanced, agile, sustainable, and strategically focused. It serves as our financial blueprint, guiding us in addressing the community's needs in public safety, public health, and community life. This budget is both financially sound and fiscally responsible.

While we can't fund every request, this budget reflects the top priorities identified by city staff, departments, elected officials, and our community. It also celebrates the dedication of our city team, whose daily efforts fuel economic growth and build public trust.

Guided by our organizational goals, this budget aims to:

- Creating a stable, flexible budget ready for a changing world
- Addressing local economic realities head-on
- Aligning with the City's 2030 Strategic Plan
- Strengthening Twin Falls as a nationally recognized "Employer and Organization of Choice"
- Carefully balance revenue needs with the pressures faced by residents and businesses

The FY 2026 budget totals \$101,056,415 in expenditures and transfers, which represents a decrease of \$8,636,478 (7.87%) from the current fiscal year. Government Fund expenditures (including property tax-funded programs) have decreased by \$12,132,199 (16.71%), mainly due to completion of several large,

one-time capital projects funded by grants and reserves. Enterprise and Non-Tax Supported Funds rose by \$3,495,721 (9.42%), driven primarily by using cash reserves in both the Impact Fee Fund and the Wastewater Fund to complete a key roadway project and wastewater collection and treatment plant projects.

Our focus, as it has been historically, is the “net budget,” which excludes transfers between the various funds. Our focus on the net budget provides the clearest picture of actual spending and resource use. For FY 2026, the net budget is \$95,476,337, down \$7,172,701 (-6.99%) from last fiscal year’s appropriated amount of \$102,649,038 million.

Budget as a Strategic Tool

For over a decade, our budget has been a roadmap, aligning financial choices with our vision for a safe, healthy, and vibrant Twin Falls. It supports daily services and long-term projects while ensuring fiscal responsibility and transparency. Every dollar is connected to our mission and future goals. Through careful planning and oversight, we maintain a strong financial footing that adapts to changing needs and opportunities.

Serving Our Community

This budget reaffirms our promise to provide efficient, quality services. From maintaining roads and utilities to investing in public safety, parks, and libraries, every department works toward our Strategic Plan and community priorities. We’re also committed to economic development, job creation, and programs that enhance life in Twin Falls.

Commitment to Transparency

Furthering our commitment to transparency and effective community involvement, we welcome and encourage all interested citizens to attend any or all the conversations about the FY 2026 budget prior to its adoption. Presentations of the proposed budget began on July 7, 2025. Again this year, citizens will have the opportunity to review the City Manager’s proposed budget and participate, either online or by attending the meetings in person. The statutorily required public hearing for the FY 2026 will be held on August 25, 2024. The City Council is scheduled to vote on the budget later that same evening.

A Strategic Framework

Our 2030 Strategic Plan, adopted in 2013 and updated in 2018, continues to guide our vision and budgeting. Built on community input and data, it outlines our aspiration to be an inclusive, connected, prosperous, educated, healthy, and environmentally responsible city. In 2024, we began updating the plan to better reflect today’s realities. Key stakeholders have shared ideas on Twin Falls’ future opportunities and challenges. The City has hosted roundtables with community and organizational leaders, with more conversations planned for summer 2025. These discussions will shape the next Strategic Plan and future budgets, expected to be finalized by fall 2025.

What’s Shaping the FY 2026 Budget?

Twin Falls is growing and remains the economic hub of the Magic Valley. Growth brings both opportunities and challenges. This year’s budget is influenced by the same issues that have impacted past City budgets and its operational and service delivery strategies. Those issues include rising costs, workforce shortages, housing affordability, providing services valued by residents, and stability.

As a vital regional center, Twin Falls faces rapid growth, rising costs, labor shortages, and increasing service demands. Balancing infrastructure, public safety, and affordability requires careful planning amid limited resources. Rooted in our agricultural heritage, we follow the wisdom that “more farms struggle

in good times than bad,” meaning we build budgets that can weather economic ups and downs and seize growth opportunities.

Rising Costs

The Municipal Cost Index (MCI) tracks inflation’s impact on municipal services. By March 2025, the cost to provide services rose nearly 1.91% from the previous year. While a welcome slowdown after steep cumulative increases of 25.9% since 2020 and 35.3% since 2014, City revenues continue to lag. In an effort to manage costs and provide services at levels demands and/or required by our residents, all departments continue to seek new revenue sources and cost-saving strategies, including raising fees, pursuing grants and partnerships, and exploring sponsorship opportunities.

Labor and Talent Shortages

Like much of the nation, Idaho faces a labor shortage, with only 63.6 available workers per 100 open jobs. The Twin Falls area unemployment rate is low—around 3.4%—indicating a “full employment” market. Pandemic-era early retirements, reduced immigration, and smaller workforces have all contributed to the labor shortage and talent gap.

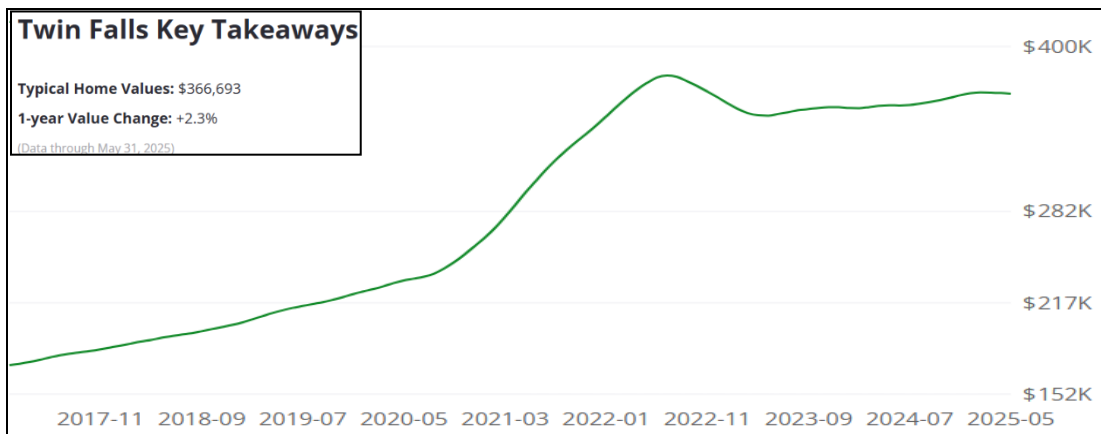
Though workforce entrants are increasing, participation hasn’t returned to pre-pandemic levels. If it had, the labor pool would be 2.3 million larger nationwide—more than Idaho’s entire population. Meeting rising demand for goods and services requires talent. Twin Falls must be an employer of choice by adapting beyond pay and benefits—fostering a supportive, growth-oriented culture that promotes creativity and problem-solving. Retaining staff preserves relationships, knowledge, and prevents burnout. To meet these challenges and retain its talented employees, the City is investing in strategies such as:

- Continuing our High-Performance Organization journey
- Continuing to develop the next generation of future organizational leaders
- Participating in career fairs and job expos
- Enhancing retention through better benefits, competitive pay, professional development, and wellness initiatives
- Exploring AI tools to augment staffing

Housing Costs and Affordability

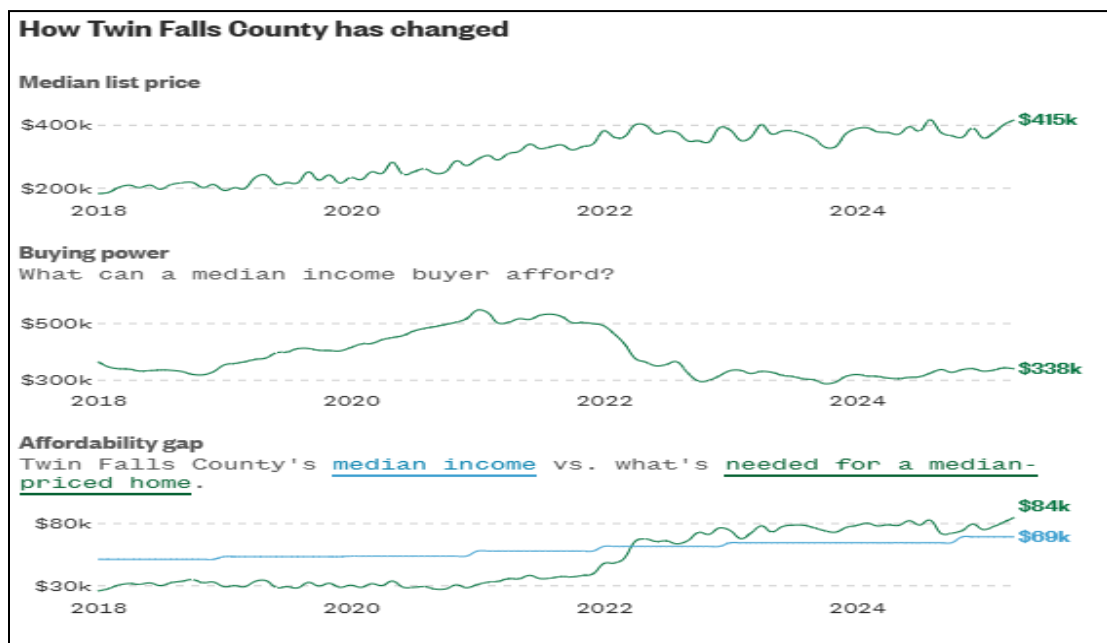
Twin Falls has been one of the fastest-growing housing markets in Idaho over the past decade. In January 2020, the median home value was \$225,965. It peaked at \$379,656 in July 2022, then dipped to \$351,116 in April 2023 as interest rates rose. By May 2025, it climbed back to \$367,696, with another 2.3% increase expected in the next twelve months. Since 2020, median home values have surged nearly 61.5%.

Rising prices only tells part of the story. Housing costs have outpaced middle-class incomes, 30-year mortgage rates hover around 7% (6.87%) causing a majority (57.3%) of all home sales in the last 12 months to be below initial asking prices.



To better understand market conditions, NBC News created a Home Buyer Index measuring how hard it is to buy a home on a scale from 0 to 100. Nationwide affordability has dropped sharply—from 27 a decade ago to 82.4 today.

In Twin Falls County, high prices, fierce competition, and soaring interest rates place us among the nation's toughest housing markets—117th worst out of 1,310 counties in the United States, and the third worst among Idaho's 25 counties on the index, and the most difficult in the Magic Valley. Larger cities may have pricier homes but often offer higher wages, which factor into affordability.



While the City can't fix the housing market alone, we're committed to improving it. This means updating land use and zoning, investing in technology to streamline permits, improving infrastructure like roads and utilities, and raising awareness about diverse housing options.

Investing in Infrastructure with Strategic Use of Cash Reserves

The City Manager's Recommended Budgets requests the use of \$8,093,398 from cash reserves to address debt service requirements, infrastructure improvements and facility deficiencies.

Some of the larger projects include:

- \$4,000,000 – Wastewater Fund – Canyon Rim Drop Line
- \$647,350 – Capital Improvement Fund – Fire Station 2 COP payment
- \$1,630,000 – Impact Fee Fund – Filer Roundabout
- \$1,368,421 – Airport Construction Fund – Projects

Growing City, Growing Demands

Between 2010 and 2020, Twin Falls' population rose by 17%—from 44,125 to 51,807—and reached 56,849 by 2025. With an approximate annual growth rate of 2% and in its role as Twin Falls County's seat, the city is thriving. However, it's not just residents' driving demand of City services. As the Magic Valley's hub, Twin Falls' daytime population more than doubles to an estimated 116,000 to 120,000, putting pressure on infrastructure and services without corresponding revenue increases. Regional growth amplifies this challenge, stretching city services to accommodate residents and visitors alike.

Making Smarter Budget Decisions with Priority Based Budgeting

To keep pace with growing needs and limited resources, Twin Falls is doubling down on Priority Based Budgeting. This approach helps to align spending with community priorities, improve transparency, and identify where small shifts can yield big results. Departments now understand the true costs of programs and are evaluating each based on their impact and demand. The goal isn't to cut indiscriminately but to deliver the right services on the right scale. As data collection improves, departments will integrate performance metrics into their budgets, giving the City a clearer picture of how to better serve residents.

Health Insurance, Compensation, and Training – Investing in Our People

Employee benefits are a cornerstone of the City's ability to attract and retain top talent. Our ability to provide quality health insurance remains a budgeting challenge. Though the City is committed to offering competitive packages, costs have surged. In fact, premiums for family coverage have doubled since 2014. Over the years, City leadership has made substantive changes to its health insurance plan. The first significant plan change occurred between FYs 2020 and 2022 as the City transitioned from offering a traditional health insurance plan and a high-deductible plan to offering only a high-deductible plan to its employees. In FY 2025, the City started the process of becoming self-insured.

Self-funding, or self-insurance is a risk management strategy where the employer assumes the financial risk of providing health care benefits to its employees, rather than purchasing a fully insured plan from a traditional insurance carrier. There are a few reasons why self-funding may be preferred:

- **Cost Control:** Self-insurance allows for more control over healthcare costs, it allows for the design of benefit plans by choosing providers and implementing cost-containment measures to manage expenses more effectively.
- **Customization:** Self-insured plans allow for greater flexibility in designing benefit packages that meet the specific needs of the workforce. Employers can tailor plans to the demographics and health needs of their employees.
- **Cash Flow:** Instead of paying fixed premiums to an insurance carrier, self-insured plans only pay for actual claims incurred.

- Risk Management: Self-insured plans can manage and mitigate risks more directly. It provides a clearer understanding of employees' health patterns, which in turn allows for the implementation of wellness programs and other initiatives to prevent or manage health issues.
- Potential Cost Savings: In some cases, self-insured plans may realize cost savings by avoiding the profit margins charged by insurance carriers. However, this also means assuming the financial risk for high-cost claims. Recent actuarial studies suggest the City could realize a reduction in health insurance costs by more than \$1.1 million to \$1.3 million in FY 2027.

Supporting Our Workforce with Compensation and Growth Opportunities

At our core, we are a service organization and our people power everything we do. To remain an “employer of choice,” the FY 2026 budget includes:

- a 4.0% performance-based adjustment,
- 3% salary table increase,
- continued retention pay,
- VEBA contributions to support future health care needs.

Recent pay adjustments have strengthened our position in the job market, but we know more work is needed, especially in key roles and professional development. Department heads requested 17.5 new roles this year, totaling more than \$1.517 million.

After careful review, the City Manager and members of the City’s executive leadership team are recommending funding the following positions in the amount of \$729,537, of which \$508,761 is in the tax-supported funds:

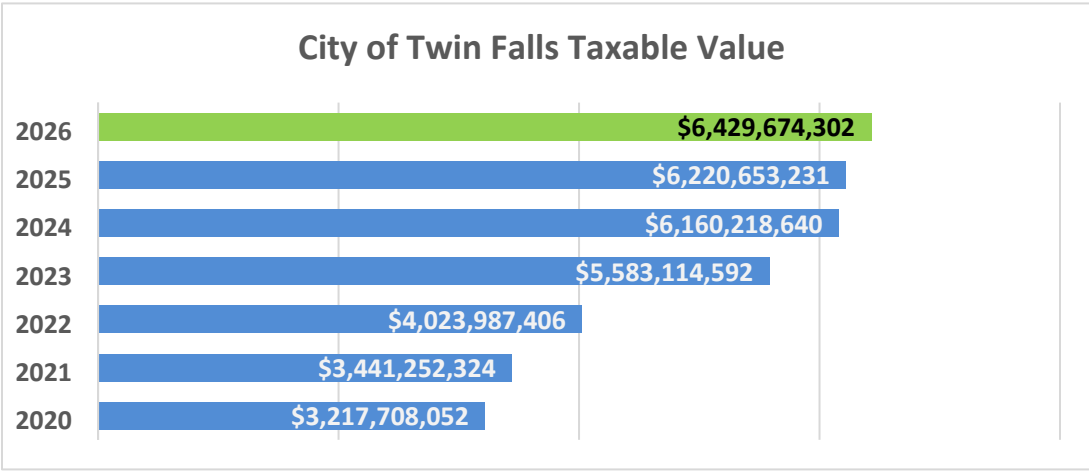
- 3 FTE Firefighters – \$247,519
- 1 FTE Chief Prosecuting Attorney – \$165,231
- 1 FTE Victim Witness Coordinator – \$92,566 (*to paid with opioid settlement funds*)
- 1 FTE Staff Engineer – \$120,776
- Funding to complete the Water Department organization plan – \$100,000
- Upgrade: Deputy City Clerk to City Clerk – \$3,445

The City’s Human Resource team has also requested \$65,000 to complete a comprehensive compensation study to ensure that City’s compensation plan remains market competitive.

Property Taxes

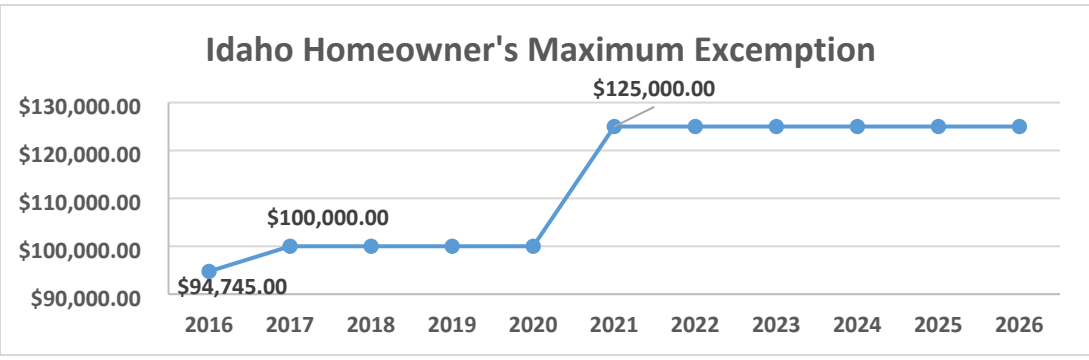
For FY 2026, the City of Twin Falls’ total taxable valuation increased by approximately \$209,021,071, or 3.36%, from \$6,220,653,231 to \$6,429,674,302. The increase includes \$83,867,304 from the net new construction roll (90% of the total valuation of approximately \$93 million). Without the new construction roll, the City’s total taxable value would have increased by \$125,153,767. The new construction activity will result in approximately \$417,483 of additional property tax revenue. Since 2022, the City’s total taxable valuation has increased by \$2,405,686,896 (59.78%).

As illustrated below, the taxable value used to calculate the FY 2026 tax rate for the City of Twin Falls is the largest in its history.



It is important to note the City’s taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas. The entirety of the URA properties are in the City and have a value of \$628,032,894. Collectively, the taxable values for both the City of Twin Falls and Twin Falls Urban Renewal Agency total \$7,057,707,196. There are many factors that influence the City’s total taxable value. Some of the larger factors include increases in the base value from reappraisals performed by the Twin Falls County Assessor’s Office, growth from new construction, and property incorporated into the City through annexation.

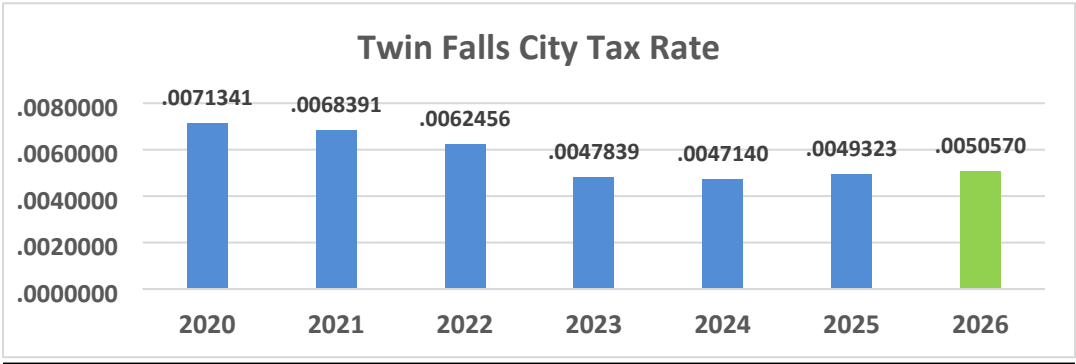
From 2006 to 2016 (FY 2007 to FY 2017), the maximum homeowner’s exemption in Idaho was adjusted annually to align with statewide real property market trends. In 2016, however, the Idaho Legislature set this exemption at a fixed amount of \$100,000 for 2017 (FY 2018). This fixed rate remained unchanged until 2021, when the legislature increased it to \$125,000. While this increase offers some property tax relief to homeowners, it falls short of addressing the rapidly rising home values across the state. True and effective relief will only be achieved when the legislature reinstates the practice of indexing the exemption to market trends.



Cities in Idaho have control over their annual expenditures in all funds, as well as the rates they assess in the enterprise funds. Statutorily under Idaho Code, cities and counties are permitted to collect 3% more property tax revenue than the previous fiscal year.

Cities in Idaho do not have control of and cannot determine their community taxable value. That responsibility is assigned to the County Assessor’s Office. Based on the taxable value presented above,

the City’s tax rate for FY 2026 is expected to increase slightly to \$5.06/\$1,000 of taxable value from the FY 2025 rate of \$4.93/\$1,000. As illustrated in the graph below, the FY 2026 tax rate is one of the lowest issued by the City.

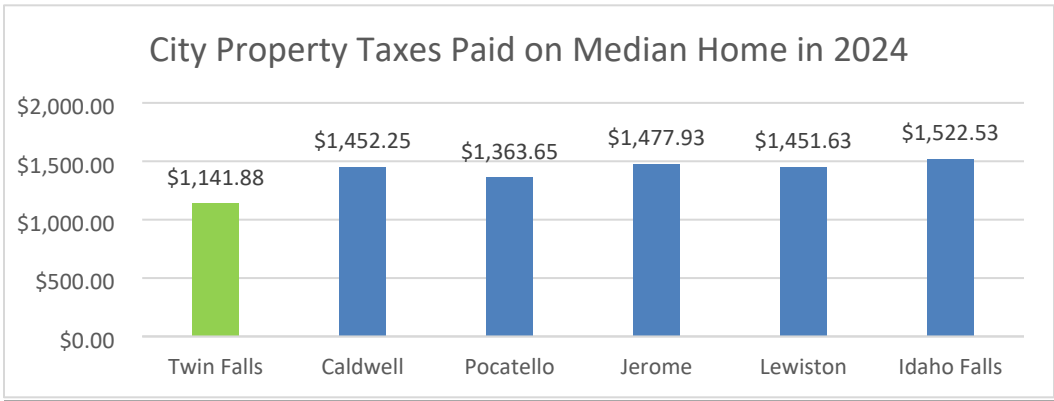


How does our Tax Rate compare to the other, large full-service Idaho cities?

We are often asked the question, “how does our tax rate compare?” The table and graph provided below are intended to provide an approximate answer to that question. Although only intended to be a rough illustration, the table and graph represent the amount of property tax paid on a median-valued, owner occupied home in each of the larger, full-service cities in Idaho. The information used in the table was collected from the Associated Taxpayers of Idaho’s 2024 Levy Book (tax rate) and Zillow.

	Total City Taxes Paid	Median Home Value January 2024	Tax Rate FY 2025
Twin Falls	\$1,141.88	\$356,510	0.00493230
Caldwell	\$1,452.25	\$393,935	0.00540000
Pocatello	\$1,363.65	\$330,452	0.00663733
Jerome	\$1,477.93	\$374,516	0.00592318
Lewiston	\$1,451.63	\$361,969	0.00612582
Idaho Falls	\$1,522.53	\$383,758	0.00588398
Coeur d'Alene	\$1,142.93	\$587,671	0.00247029

Note: Idaho’s median value of an owner-occupied home for this same period was \$473,403.

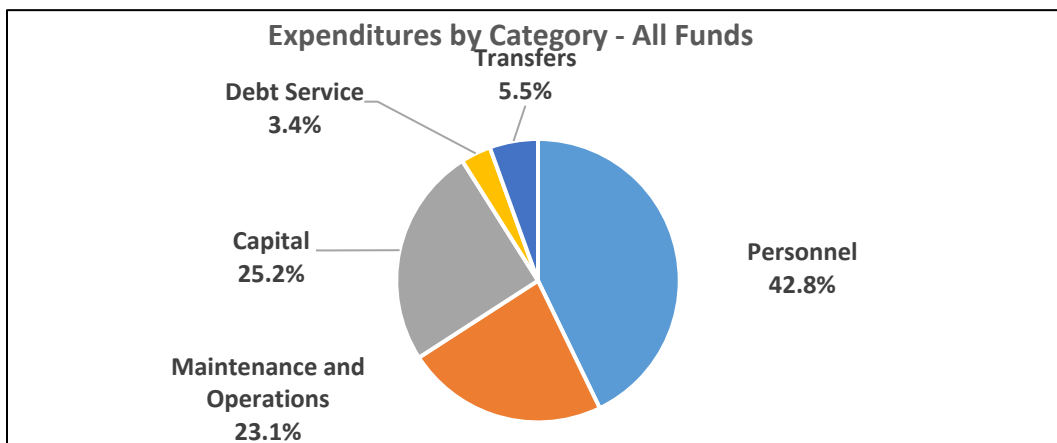


The cities of Boise and Meridian were intentionally excluded because they are not directly responsible for the transportation systems in their communities; that responsibility lies primarily with the Ada

County Highway District (ACHD). ACHD is an independent taxing authority specifically created for the purpose of maintaining the transportation system in these communities. For FY 2026, the Street Fund budget for the City of Twin Falls is \$7,282,728, or 12.05% of the total for tax-supported funds. Nampa has also been excluded because they contract fire and rescue services with the Nampa Rural Fire Department. The City allocates \$9,506,936 for fire and rescue services, or 15.73% of the total.

Expenditures in All Funds

Expenditures in this budget are classified under one of five major categories: Personnel, Maintenance and Operations, Capital, Debt Service, and Transfers. The graph below shows the relative percentage of FY 2026 budget expenditures for the five major categories in all funds combined.



In most government agencies, personnel costs (salaries, wages and benefits) normally represent the largest of the expenditure categories. While municipal governments also devote a large amount of their resources to personnel, the significant investment in infrastructure drives the percentage of the budget devoted to operating and capital costs higher than most other government agencies.

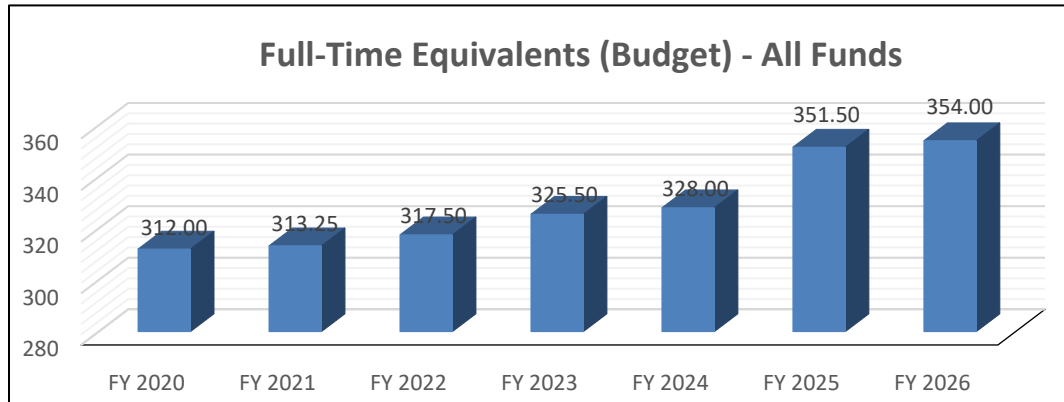
Personnel Expenditures in All Funds

Focus area 8 of the City's 2030 Strategic Plan states, *"The City of Twin Falls strives to carry out its mission with unquestioned integrity, and the highest ethical standards...In support of the desired effectiveness, the elected leadership works in close partnership with appointed professionals carrying out clear policy directives. A high level of competency is provided from a lean, properly compensated and respected core staff."*

As we work to realize this vision statement, the City of Twin Falls strives to provide existing employees with the equipment, technology, infrastructure, and financial incentives necessary for them to complete their tasks and responsibilities in an efficient and effective manner. In addition, we recognize the importance of providing our employees with a competitive total compensation package and our responsibility to do so. In an effort to meet an ever-increasing workload, citizen expectations, and legislated requirements, several requests were made by department leaders to add employees to our workforce. Several more requests for new employees were made than we were able to include in the proposed budget.

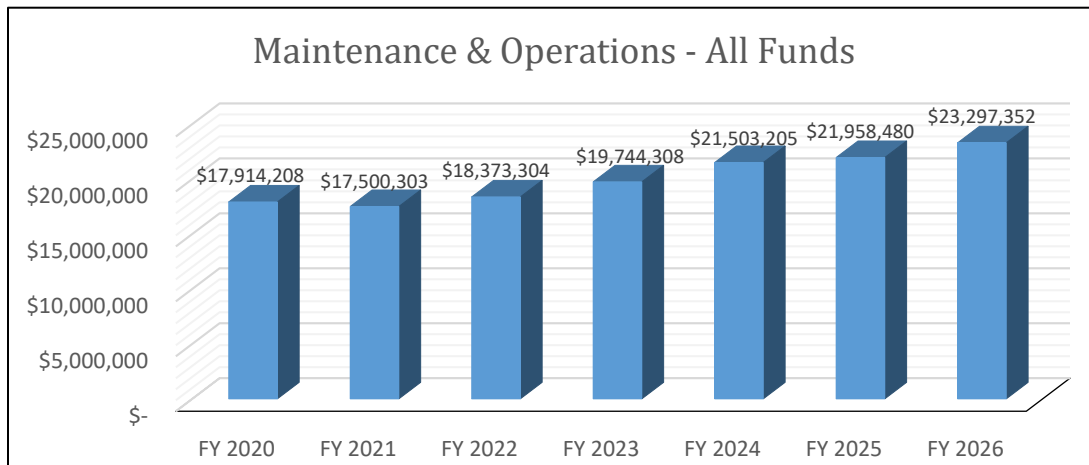
The City has a philosophy of adding full-time employees only when "need" and "sustainability" can be demonstrated. The City has an estimated population of 56,849. Based on that estimate, it has 6.2 employees per 1,000 of population. However, as the regional and urban center for a geographic area having a population of nearly 275,000, the City's daily census population grows to more than an

estimated 115,000. This daily increase causes the number of City employees per 1,000 of population to drop to 3.2.



Maintenance and Operations in All Funds

This category includes funding for a wide range of typical activities, including office supplies, fuel, utilities, travel, training, uniforms, building/equipment repair and maintenance, and expenditures for durable goods. The City makes allocations in these areas based on actual expenditures from previous fiscal years, economic trends, and the municipal cost index. The FY 2026 budget allocates \$23,297,352 to cover expenses associated with maintenance and operations. In comparison, the allocation for FY 2025 was \$21,958,480. This is an increase of \$1,338,871 (6.1%) across all funds.

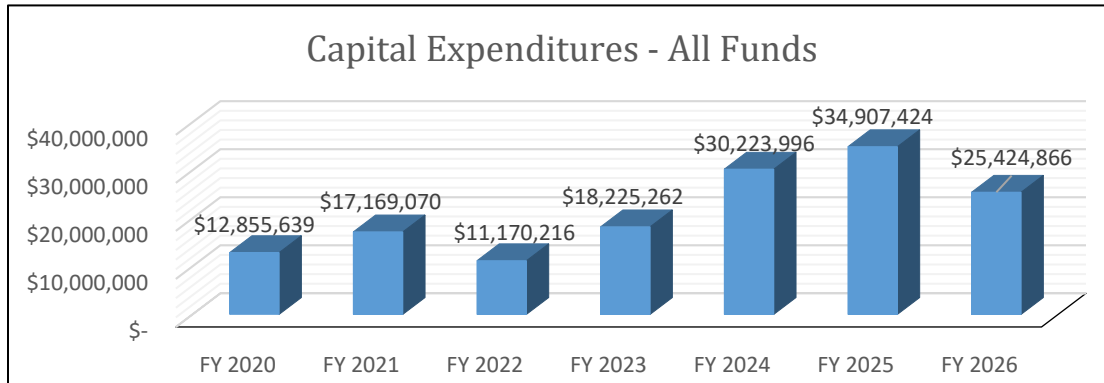


Capital Expenditures in All Funds

Capital improvements are investments made in our infrastructure. Six of the eight primary focus areas in the City of Twin Falls 2030 Strategic Plan are considered “capital dependent.” Capital financing is necessary for the ongoing development, expansion, maintenance, and repair of these capital assets, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City.

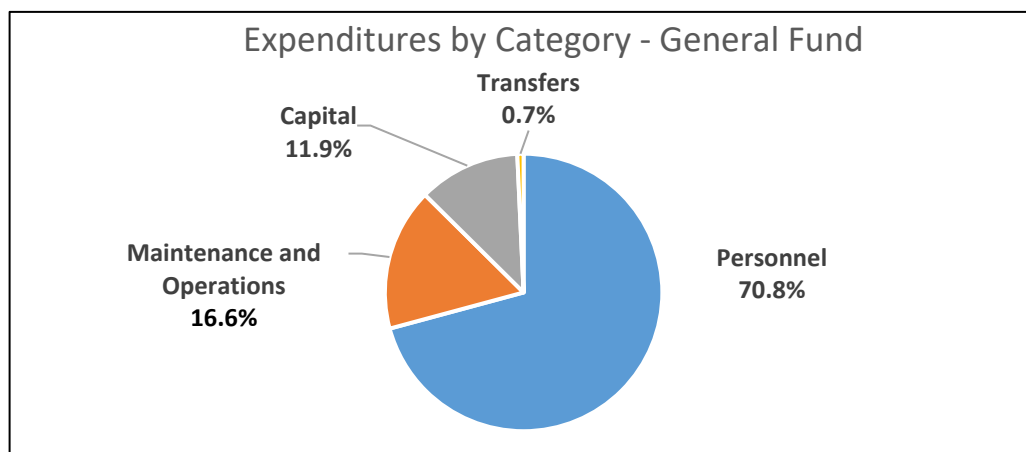
As demonstrated by the partial list above, the ongoing development, expansion, maintenance, and repair of these capital assets is necessary, recognizing the critical value of civil infrastructure to the economic, aesthetic, and functional viability of the City. For accounting purposes and based on the best practice recommendation of the Government Finance Officers Association (GFOA), the City of Twin Falls capitalizes acquisitions and improvements that are durable and more than \$5,000. In total, the FY 2026 budget allocates \$25,424,866 to fund needed, critical, and desired capital improvements, one-time

equipment purchases and projects, and community amenities. Compared to the FY 2025 budget of \$34,907,424, this is a decrease of \$9,482,558 (27.16%).



Expenditures in the General Fund

Using the same classification of expenditure types (less Debt Service), the percentages of budgeted expenditures for the General Fund are shown below. When analyzing General Fund expenditures by category in comparison to All Funds, Personnel costs are a much higher percentage, and Capital a much lower percentage, as the General Fund spends relatively less for capital improvements, infrastructure, and equipment.



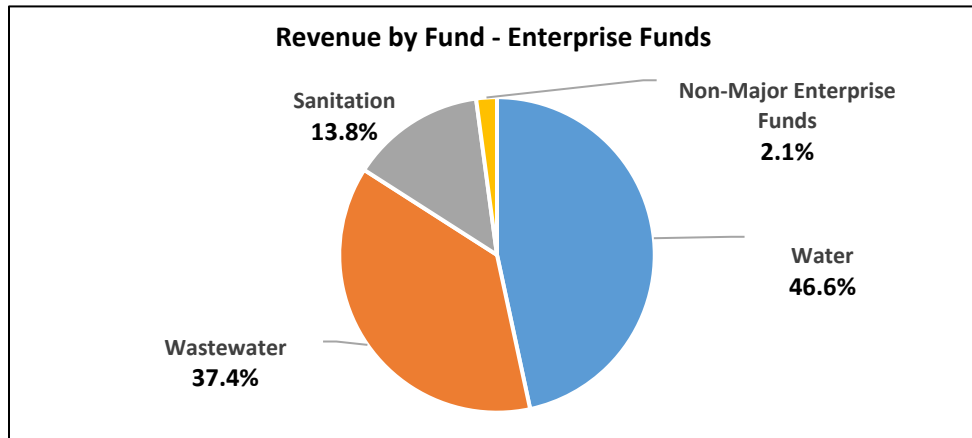
Enterprise Fund Expenditures and Revenue Overview

Enterprise Funds manage services funded by user fees, aiming to cover operational costs and capital asset maintenance. At the fiscal year's end, any net income or loss adjusts the fund's net assets, which must remain within the fund unless the City Council decides otherwise.

The City operates five distinct Enterprise Funds: Water (including supply, distribution, irrigation, and utility services), Wastewater (collection and treatment), Sanitation, Dierkes Lake/Shoshone Falls, and Common Area Maintenance. This budget message primarily addresses the three largest: Water, Wastewater, and Sanitation. The smaller funds are detailed in the budget document.

Enterprise Funds account for \$30.86 million (33.14%) of the \$93.12 million total revenues in the FY 2026 budget. Enterprise Fund cash reserves budgeted for use equal \$5.13 million of the \$8.18 million total for all funds. Combining revenues and reserves brings total funding for Enterprise Funds to \$35.99 million (35.52%) of the \$101.30 million total. The majority of funding, or 80.93%, is from User Fees. The

other sources of funding include fines, investment earnings, miscellaneous income, and interfund transfers.



Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. In FY 2022, the City Manager recommended a series of changes to the City's water rate structure in relation to the payoff of the 2010B Water Bond Issuance. The FY 2026 budget does not have funding for debt service payments, as the last bond was paid off at the conclusion of the 2024 fiscal year. Budgeted revenues in the Water Fund total \$14,388,256. This is an increase of \$166,510 (1.17%) compared to the FY 2025 total of \$14,221,745.

The City has several large capital and maintenance projects that need to be completed in this budget period and in future fiscal years and recommend maintaining the existing water rate.

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collection and wastewater treatment. The FY 2026 wastewater user rates were increased by 5% to continue to upgrade our wastewater lines and related infrastructure, and to maintain compliance with stated bond covenants. Budgeted revenues and reserves in the Wastewater Fund total \$16,387,739, an increase of \$3,732,418 (29.49%) compared to FY 2025's total of \$12,655,320.

Sanitation Fund

The City's Sanitation Fund supports the City's sanitation and recycling programs. The FY 2026 sanitation user rates are recommended to increase by 2.5%. Budgeted revenues and reserves in the Sanitation Fund total \$4,554,231, which compared to the FY 2025 total of \$4,405,410 is an increase of \$148,821 (3.38%).

In December 2026, the City's contract with its current solid waste and sanitation provider will conclude. In preparation, the City of Twin Falls will request proposals from qualified solid waste and recycling companies in November/December 2025. The City Manager and the City's Chief Financial Officer will be recommending changes to the types of services provided by the private firm to its residence. Bidding this service early will allow the winning firm to capitalize and "get up to speed", should there be a chance in vendors.

The average amount paid by the City's residential customers increases by \$.49 monthly and \$5.89 annually. Budgeted revenue in the Sanitation Fund totals \$4,263,450, which combined with reserves of

\$290,781 equals \$4,554,231 in total funding. Compared to FY 2025 total of \$4,405,410, this is an increase of \$148,821 (3.38%).

Cash Reserves/Fund Balances

A key indicator of a city's financial health is its fund balance. The City of Twin Falls adheres to a policy of maintaining three months of operational reserves for tax-supported funds and two months for enterprise-type funds. This policy surpasses the Government Finance Officers Association (GFOA) recommendation, which advises general-purpose governments to maintain an unrestricted fund balance in their general fund equivalent to no less than two months of regular operating revenues or expenditures. Our conservative fiscal approach, with a three-month reserve requirement, ensures that the City can consistently provide public goods and services.

At the end of FY 2024, the City of Twin Falls had an audited Fund Balance/Net Position of \$107,233,554. The total was \$64,954,412 in Governmental-type Funds, \$41,696,726 for Enterprise-type Funds, and \$582,416 for Internal Service Funds. For purposes of the budget, we will focus on the larger operating funds of the City, which are illustrated in the table below.

	Fund Balance	Restricted for Budget	Available Balance
General Fund	\$12,453,602	\$10,094,958	\$2,358,644
Street Fund	\$15,180,678	\$1,895,383	\$13,285,295
Airport Fund	\$3,537,665	\$785,041	\$2,752,624
Capital Improvement Fund	\$21,808,823	\$9,899,197	\$11,909,626
Water Fund	\$16,756,557	\$5,679,239	\$11,077,318
Wastewater Fund	\$21,658,363	\$2,939,629	\$18,718,734
Sanitation Fund	\$847,720	\$847,720	\$0

Impacts of the Budget to our Residents

Over the last ten fiscal years, the City's tax rate has fluctuated significantly, ranging from a high of \$8.04/\$1,000 (FY 2017) of taxable value to a low of \$4.71/\$1,000 (FY 2024) of taxable value. The average tax rate assessed over the course of the last seven fiscal years (2019-2025) is \$6.02/\$1,000 of taxable value. *It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens.* The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

	FY 24-25 Adopted Budget	FY 25-26 Recommended Budget	Variance
Property Tax	Tax Rate: \$4.93/\$1,000 of taxable value	Tax Rate: \$5.06/\$1,000 of taxable value	Tax Rate: \$0.13/\$1,000 of taxable value
Median Value of Owner-Occupied Home:			
FY 2026 - \$366,000 (January 2025)	\$1,136.34 (annual)	\$1,219.46 (annual)	\$83.12 (annual)
FY 2025 - \$355,495 (January 2024)	\$94.70 (monthly)	\$101.62 (monthly)	\$6.93 (monthly)
Utility Bills			
Average Residential Customer Consumption of:			
Water - 18,000 gallons	\$54.49	\$54.49	\$0.00
Sewer - 12,000 gallons	\$32.42	\$34.05	\$1.63
Sanitation & Recycling	\$19.62	\$20.11	\$0.49
Total Utility Bills	\$106.53	\$108.65	\$2.12
Monthly Total of Property Tax and Utility Bills	\$201.23	\$210.27	\$9.05

Approval

Approving the Preliminary Budget for the 2025-2026 Fiscal Year and setting the public hearing date of August 25, 2025 requires a simple majority (50%+1) of the members in attendance at this meeting.

The approval of the preliminary budget will set the maximum budget, or spending cap, for the City of Twin Falls for FY 2025. Only reductions in expenditures can be made from this point forward.

Final adoption of Appropriations Ordinance will be scheduled to occur on that same evening as the public hearing – August 25, 2025.

Budget Impact:

There are no current budgetary or financial impacts from the conversation. From this process, we will establish the Fiscal Year 2025-2026 City Manager's Recommended Budget.

Regulatory Impact:

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

Attachments

Recommended Budget for FY 2025-2026 can be found online.



Date: Monday, August 11, 2025
To: Planning and Zoning Commission
From: William Klaver, Senior City Planner

ACTION ITEM

Request:

Request to City Council on the appropriate zoning district for a proposed Annexation on property generally located on the east side of the intersection of Kimberly Rd (Hwy 30) and Champlin Way (3300 East). c/o Champ LLC (PZ25-0015)

Time Estimate:

Approximately 5-10 minutes with questions/comments to follow.

Background:

Champ LLC, PGR Partners, and Don McFarland, represented by Gerald Martens, has requested to annex approximately 227.5 (+/-) acres of property into city limits with the C-1 & M-2 zoning designations. The subject property is generally located on the east side of the intersection of Kimberly Rd (Hwy 30) and Champlin Way (3300 East). Currently, the subject properties are used as single-family residential and agriculture.

Approval Process:

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Per City Code 10-15-2 (A): The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

Budget Impact:

N/A

Regulatory Impact:

If annexed, the subject property will be incorporated into the City of Twin Falls and fall under all regulatory authority of the City of Twin Falls.

History:

In May 2025, the subject properties were added to the City Planning Boundary, or Future Land Use Map of the City of Twin Falls Comprehensive Plan.

Analysis:

The Comprehensive Plan has designated this area as Mixed Use and Industrial.

- The land uses typically found in the Mixed Use designation are: Retail, Office, restaurants, Civic, Entertainment, Arts and Culture, Vertical Mixed Use, Town homes, Hotels, Apartments, Plazas and Parks.
- The land uses typically found in the Industrial designation are: Office Parks, Corporate Campus, Warehouse, General Manufacturing, Food Processing, and Industrial Campuses.

The proposed zoning for this request is Commercial Highway District (C-1) & Heavy Manufacturing District (M-2).

These zones are characterized by the following:

- **Purpose Statement:**
 - C-1 is "This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof."
 - M-2 is "This district is intended to provide industrial users ample room in the city to develop and expand without encroachment by non-compatible uses."
- **Sample of Permitted Uses:**
 - C-1: Doctors' offices, auditoriums, schools, dwellings with 5+ units, retail facilities, beauty and barber shops, construction trade offices, finance services, photography studios, etc.
 - M-2: Farms, dairy product processing, grain and seed processing, livestock sales, cemeteries, manufacturing building materials, furniture, concrete products, doctor's offices, auditoriums, fair grounds, retail facilities, construction yards, etc.
- **Heights:**
 - C-1: Fifty (50') feet
 - M-2: Fifty (50') feet

Where the surrounding zoning designations are C-1 and M-2 Staff believes the designations as presented would fit with the Comprehensive Plan.

As a side note to Council: Impact Fees are eligible to be charged and collected for existing structures prior to signing the annexation ordinance. Current Single Family residential rates are \$4,852.50 per unit. This property contains 2 Single Family Dwellings. Based on previous conversations with Council, Staff has not included a condition requiring the payment of this Impact Fee. If the Council, wished to do so, a condition would need to be added.

Conclusion:

On July 8, 2025, the Commission reviewed the comprehensive plan and the requested zoning designations compatibility with the future land use map designation. The Commission recommended C-1 and M-2 zones, as presented, to be the appropriate zones for the area.

The Council is tasked with making a final decision on the request to annex and the final zoning designation of the subject property. The Council may approve the request as presented, approve the request with conditions, deny the request or table the request for additional information. Should the Council approve the annexation, staff recommends the following conditions:

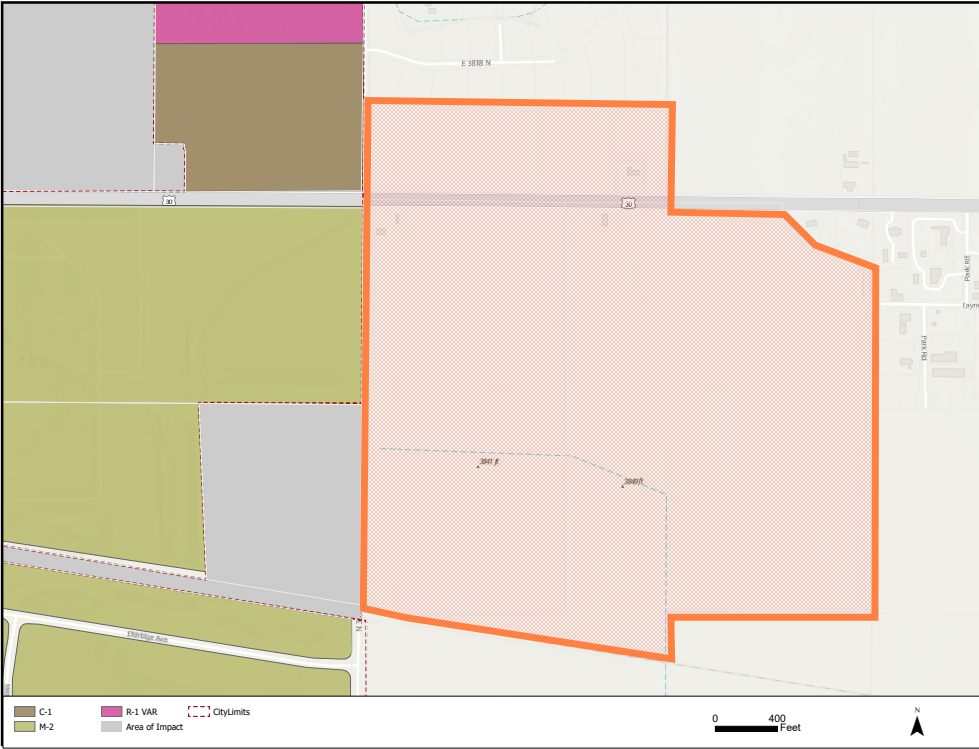
1. Prior to City Council approving the Annexation Ordinance, applicant shall dedicate Right-of-Way along the Champlin Rd South frontage to the City of Twin Falls. The dedication and re/construction dimensions are to be determined by the City Engineer.

2. Developer constructing Champlin Rd South at the time development occurs. Phasing of roadway construction to be determined by City Engineer.
3. Collector Right-of-Way to be dedicated to the City of Twin Falls and constructed by the developer, in accordance with the provided exhibit. The dedication dimensions and phasing of roadway construction to be determined by City Engineer.

Attachments:

1. PZ25-0015 Presentation Map
2. PZ25-0015 Vicinity Map
3. PZ25-0015 Proposed Zoning Designations
4. PZ25-0015 Collector Road Exhibit
5. PZ25-0015 Applicant Narrative
6. July 8, 2025 Minutes - DRAFT

ZONING MAP



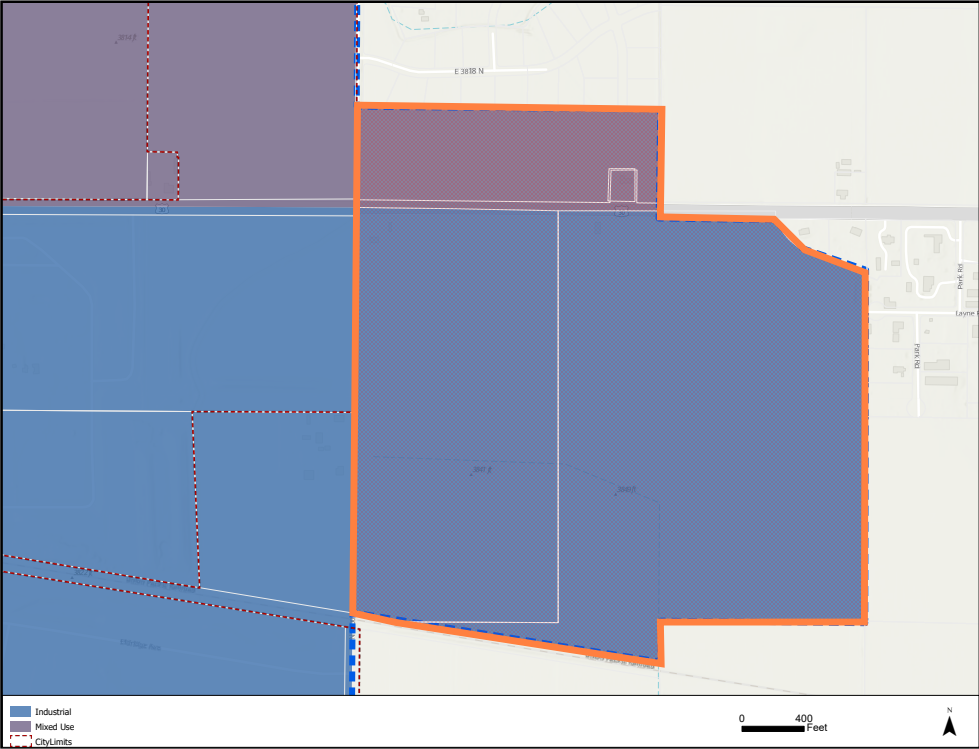
Zoning

Current Zoning:	County Jurisdiction
Current Land Use:	Residential/Ag
Proposed Zoning:	C-1 & M-2
Proposed Land Use:	Commercial/Industrial

Surrounding Area

North:	Residential (County Jurisdiction)
South:	Agricultural (County Jurisdiction)
East:	Commercial / Industrial (County Jurisdiction)
West:	Chobani (M-2) & Vacant (C-1)

FUTURE LAND USE MAP



Regulations

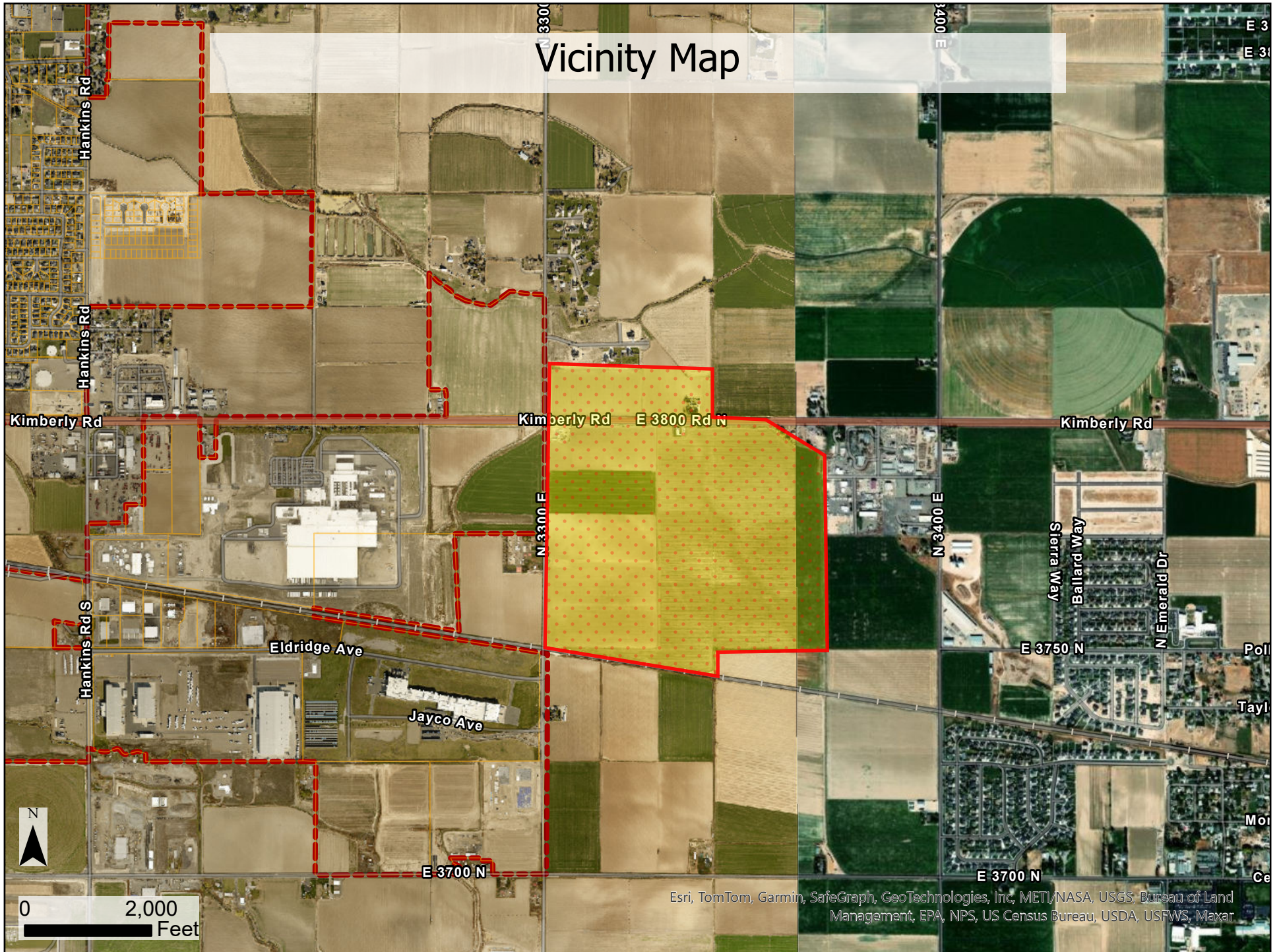
Twin Falls Municipal Code Section(s) 10-15

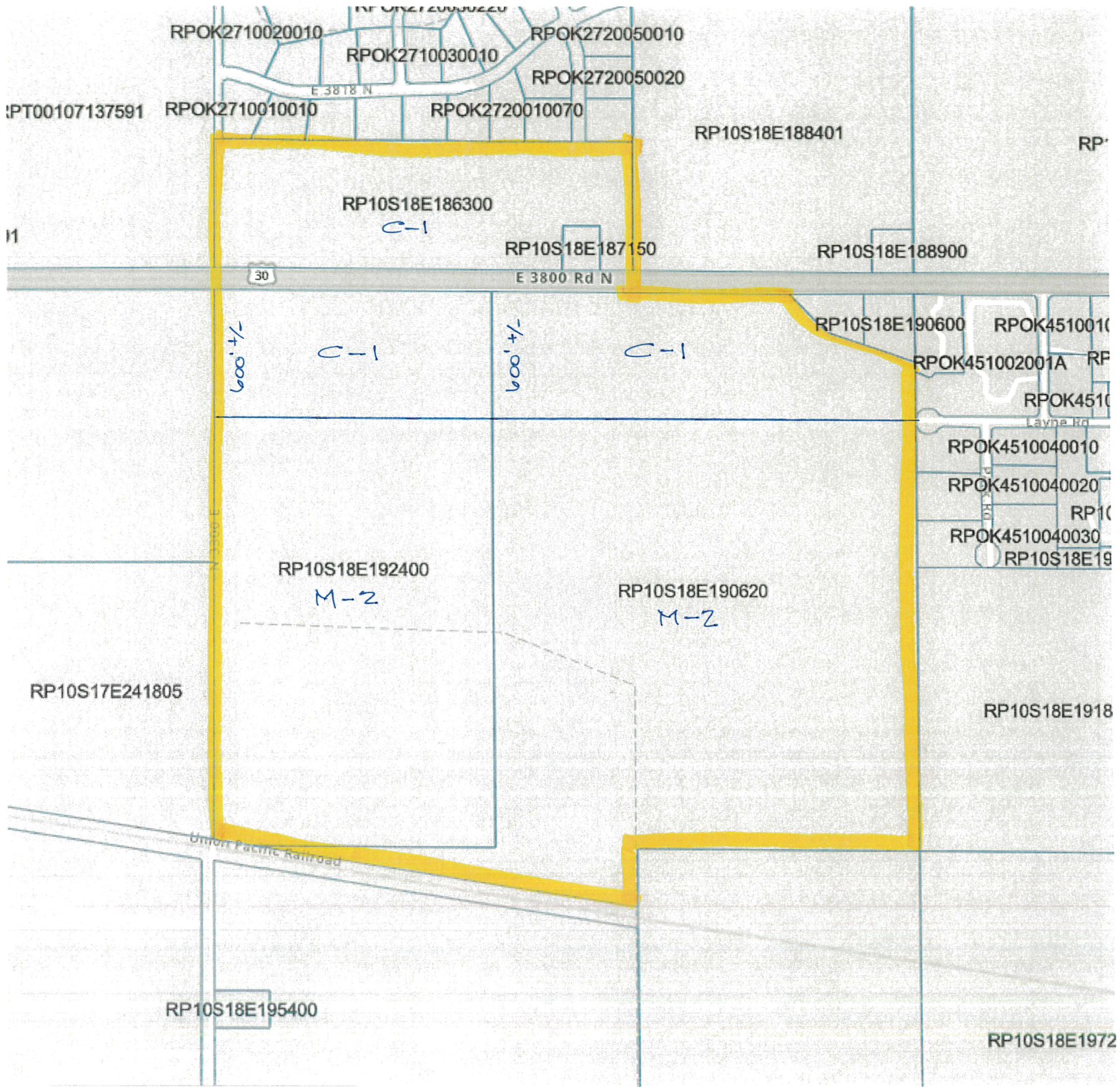
Future Land Use Category

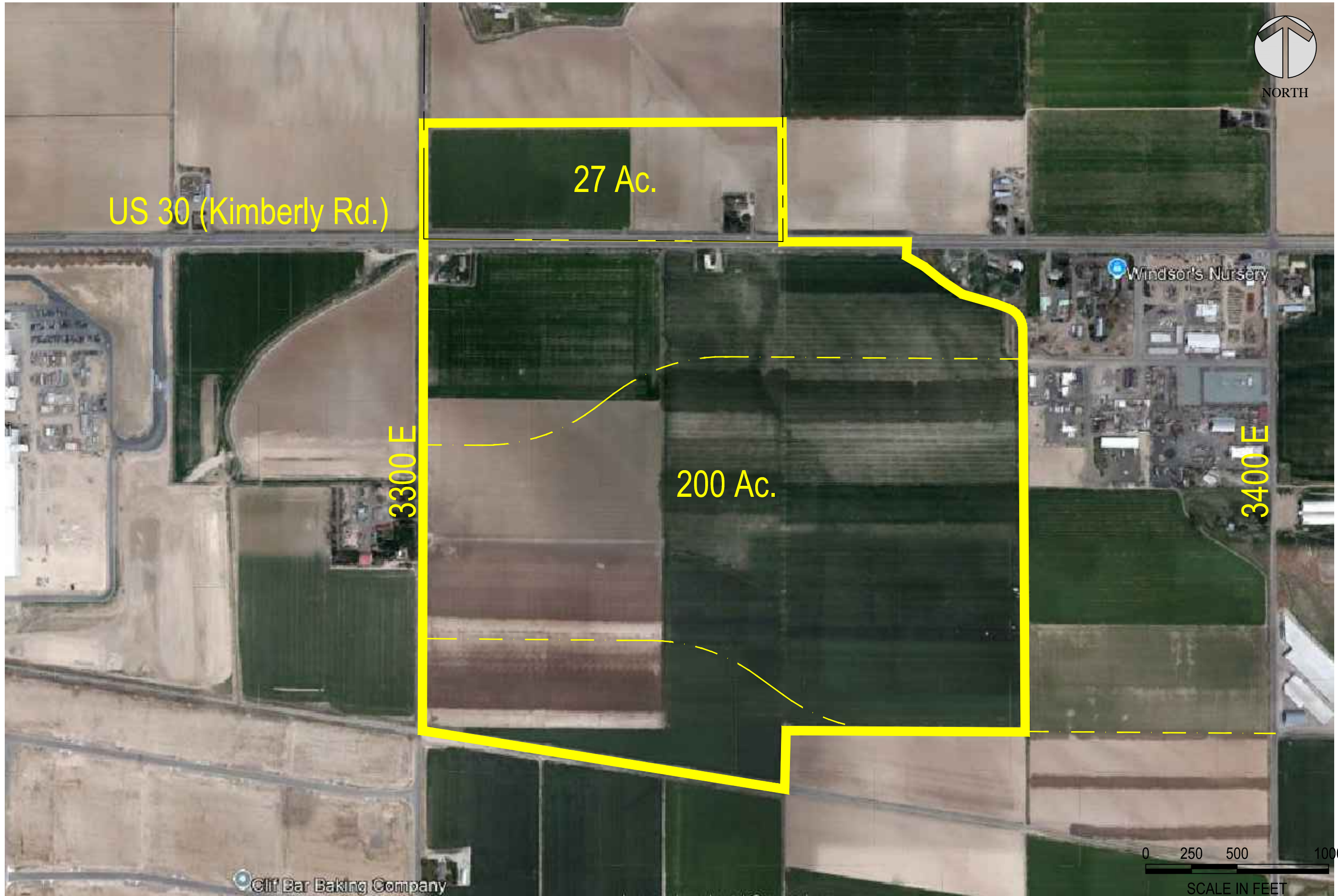
Mixed Use context serves local and regional commercial and is typically sited at intersections of major arterials and allows high-intensity mixed use development in a compact, pedestrian oriented environment. Mixed Use has a desired land use mix of retail, office, restaurants, civic, townhomes, apartments, hotels, etc.

Industrial context is non-retail employment with some supporting uses such as hotels and restaurants that are sited with excellent access to regional roads and railway. Desired land use mix of office parks, corporate campus, warehousing, food process, manufacturing, etc.

Vicinity Map







Kimberly Road Annexation
Exhibit
Twin Falls County, Idaho

JOB NUMBER:	276-22
APPROVED	
DESIGN	
DRAWN	VAS
DATE	JULY 2025
SCALE	SHOWN
	276-22AE2

Sheet No.:

Reason for this Request

The purpose of this request is to designate zoning and allowed uses for property proposed for addition to the City of Twin Falls Comprehensive Planning area and utility service area.

The proposed zoning for this area is C-1 Zoning with additional uses by special use permit to include the following.

1. Agricultural processing
2. Dairy product processing
3. Manufacturing where all manufacturing, product storage and waste storage is confirmed within a structure.

The proposed uses are totally compatible with neighboring uses and growth adjacent to Kimberly Road. The proposed uses will allow continued commercial and light manufacturing development adjacent to Kimberly Road with the direct access to I-84 and the cities of Kimberly and Twin Falls.



Twin Falls Planning & Zoning Commission Minutes

Tuesday, July 8, 2025, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Rui Gomes

Area of Impact: Jeff Bulkley

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Campbell called the meeting to order at 06:00 PM

Members Attending: Campbell, Zimmerman, Rambur, Weatherford, Gomes, Bulkley

Staff Attending: Spendlove, Klaver, Ebersole, Green, Glaesmann, Standley

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Request to approve minutes from the following meetings: June 10, 2025 and July 2, 2025.

Vice-Chairperson Zimmerman made a motion to approve the consent calendar, as presented. Commissioner Bulkley seconded the motion.

4) Items of Consideration

- a) Request for the consideration of the Preliminary Plat for Two Creeks Subdivision consisting of 101 lots on 43.15 acres located at The Springs at The Preserve, PUD. c/o Nestor Madrigal on behalf of Mark Kelly. (PZ25-0073).

Staff Presentation:

Senior Planner Klaver presented the request for the consideration of the Preliminary Plat for Two Creeks Subdivision consisting of 101 lots on 43.15 acres located at The Springs at The Preserve, PUD. c/o Nestor Madrigal on behalf of Mark Kelly. (PZ25-0073).

Per City Code 10-12-2-3: The Commission shall review the preliminary plat. The Commission's decision is final unless appealed to the City Council. The final plat is reviewed by the City Council.

Commission's Findings: In determining the acceptance of a proposed subdivision the Commission shall consider the objectives of this Title and at least the following:

1. The conformance of the subdivision with a Comprehensive Plan.
 2. The availability of public services to accommodate the proposed development.
 3. The continuity of the proposed development with the capital improvement program.
 4. The public financial capability of supporting services for the proposed development;
- and

5. The other health, safety or environmental problems that may be brought to the Commission's attention.

Action On Preliminary Plat: The Commission may approve, conditionally approve, disapprove, or table for additional information when acting on the preliminary plat.

The property has been zoned R-2 with the Preserve PUD since January 2012.

This is a one hundred and one (101) buildable lots and six (6) non-buildable lot preliminary plat that is a continuation of the Preserve subdivision. Roads are public, with primary access to this subdivision being on Candleridge Drive and Cheney Drive East. The PUD utilizes the R-4 zoning designation in this particular area. Using the R-4 minimum lot size requirements, 32 lots are limited to one unit on the property and 69 lots are eligible to be a duplex or if approved through a Special Use Permit, greater. This means without further approvals from the City, the proposed preliminary plat would allow a range from 101 - 170 units.

The comprehensive plan calls for this area to be Town Neighborhood which calls for a primarily residential area which is contiguous and clustered to maximize open space and community gathering areas with uses such as single family, duplexes, triplexes, townhomes, schools, civic facilities, etc.

This subdivision is on the eastern boundary of the City and contiguous to similar developments. The availability of public services is ample and should not be a hindrance to accommodate.

Staff has reviewed the preliminary plat based on the proposed development plan, zoning regulations and the Comprehensive Plan. Staff finds the preliminary plat is within compliance should the applicant conform to Staff recommended conditions.

Upon conclusion, this preliminary plat complies with the standards as outlined in the City's General Subdivision Provision of Title 10, Chapter 12, Section 3, all regulations regarding R-2, The Preserve PUD zoning development standards, and the 2016 comprehensive plan. All general criteria for approval have been met, per State Statute 50 - Chapter 13.

Should the Commission approve this request as presented, Staff recommends approval be subject to the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards; and
2. Subject to submittal of a preliminary plat, submitted prior to final plat submittal, showing compliance with all conditions and comments in the Engineering Memorandum dated June 5, 2025.

Applicant Presentation:

Mark Kelly is with the Preserve PUD. He explained the issues they have with the roads they currently have built.

PZ/Questions & Comments:

- Commissioner Rambur asked if there are any plans to change the plat that is being presented.

- Mark Kelly replied they are sticking to the plans.
- Commissioner Bulkley asked about the memorandum and if that is in process.
- Senior Planner Klaver explained the memorandum and why they created it ahead of time.
- Commissioner Rambur asked if the waterway to the east will remain open.
- Mark Kelly stated that everything there will stay.
- Commissioner Bulkley asked about the housing going in.
- Senior Planner Klaver clarified what type is going in.
- Commissioner Gomes asked if they are going to connect to 3200 E.
- Mark Kelly said they will loop together to create more access.

Public Comment: Opened

- Rod Millar had concerns and questions about the water rights, whether they are going to build duplex or triplex buildings and how that will affect the roadways.
- Jenna Johnson has questions about the change of single to multi family, the area of impact, if the Highway district had been contacted about the roadway and she feels traffic will be a problem.
- Nancy Taylor feels the commission should consider the conditions and the roadways the citizens need to access their homes. She feels Falls Ave is not for commercial purposes and is a vacation spot.

Public Comment: Closed

Mark Kelly addressed some concerns. He responded that the PUD was done a while ago. They are under the allotted amount of lots that are allowed with the PUD. He stated that once the roads are connected and finished, traffic shouldn't be an issue. The highway district was contacted at the beginning of the PUD. They have done the water testing required for the development. He stated they are not contemplating duplexes on these lots.

- Senior Planner Klaver clarified that the applicant cannot go over the unit number that was originally proposed. They can change a few things around but not increase the density.
- Commissioner Bulkley asked if staff know whether services can be supported.
- Senior Planner Klaver explained that part of the preliminary plat process is that infrastructure studies have been done.
- Director Spendlove clarified that if anything was missing it would be listed with the conditions.
- Chairperson Campbell asked for clarification on the conditions.
- Senior Planner Klaver explained the process and why the city created the memorandum so applicants can move forward.
- Commissioner Rambur asked about duplexes.
- Senior Planner Klaver replied that certain areas have different zones.
- Commissioner Gomes asked about the highway district and density with the roads.
- Senior Planner Klaver replied that all the roads are city roads, and the highway district has nothing to do with them until they are connected to theirs.

Discussions Followed:

The Commission feels that once the conditions have been met this should fit with the comprehensive plan.

MOTION: Commissioner Weatherford moved to approve the request for consideration of the Preliminary Plat for Two Creeks Subdivision consisting of 101 lots on 43.15 acres located at The Springs at The Preserve, PUD, with staff recommendations. c/o Nestor Madrigal on behalf of Mark Kelly (PZ25-0073). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 1.

5) Public Hearings

- a) Request for a Recommendation to City Council on the appropriate zoning district for a proposed Annexation on property generally located on the east side of the intersection of Kimberly Rd (Hwy 30) and Champlin Way (3300 East). c/o Champ LLC (PZ25-0015)

Staff Presentation:

Senior Planner Klaver presented the request for a Recommendation to City Council on the appropriate zoning district for a proposed Annexation on property generally located on the east side of the intersection of Kimberly Rd (Hwy 30) and Champlin Way (3300 East). c/o Champ LLC (PZ25-0015)

Per City Code 10-15-1: Prior to annexation of an unincorporated area, the Council shall request and receive a recommendation from the Commission on the proposed plan and Zoning Ordinance changes for the unincorporated area. The Council shall not hold a public hearing, give notice of a proposed hearing, nor take action upon the plan, amendment or repeal until recommendations have been received from the Commission.

Per City Code 10-15-2 (A): The commission shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. The hearing shall not consider comments on annexation and shall be limited to the proposed plan and zoning changes. (Ord. 2012, 7-6-1981)

In May 2025, the subject properties were added to the City Planning Boundary, or Future Land Use Map of the City of Twin Falls Comprehensive Plan.

The Comprehensive Plan has designated this area as Mixed Use and Industrial.

- The land uses typically found in the Mixed Use designation are: Retail, Office, restaurants, Civic, Entertainment, Arts and Culture, Vertical Mixed Use, Town homes, Hotels, Apartments, Plazas and Parks.
- The land uses typically found in the Industrial designation are: Office Parks, Corporate Campus, Warehouse, General Manufacturing, Food Processing, and Industrial Campuses.

The proposed zoning for this request is Commercial Highway District (C-1) & Heavy Manufacturing District (M-2).

These zones are characterized by the following:

- *Purpose Statement:*

- C-1 is "This district is intended to provide for commercial activities of various sizes from large malls to small shops, fast food restaurants and tourist accommodations. This district is designed for application on major streets or portions thereof."
- M-2 is "This district is intended to provide industrial users ample room in the city to develop and expand without encroachment by non-compatible uses."
- Sample of Permitted Uses:
 - C-1: Doctors' offices, auditoriums, schools, dwellings with 5+ units, retail facilities, beauty and barber shops, construction trade offices, finance services, photography studios, etc.
 - M-2: Farms, dairy product processing, grain and seed processing, livestock sales, cemeteries, manufacturing building materials, furniture, concrete products, doctor's offices, auditoriums, fair grounds, retail facilities, construction yards, etc.
- Heights:
 - C-1: Fifty (50') feet
 - M-2: Fifty (50') feet

Where the surrounding zoning designations are C-1 and M-2 Staff believes the designations as presented would fit with the Comprehensive Plan.

The Commission is tasked to make a recommendation to the City Council by reviewing the comprehensive plan and the requested zoning designations compatibility with the future land use map designation.

The Commission will make a recommendation to City Council to approve the requested zoning designation, as presented, recommend denial of the requested zoning designation, recommend a different zoning designation or table the request for additional information.

Sample Motion:

1. Move to recommend to City Council the subject property be zoned as presented with the C-1 & M-2 zoning district.
2. Move to recommend to City Council the subject property be zoned _____.
3. Move to table the request for additional information.

Applicant Presentation:

David Thibault is with EHM Engineers LLC. He explained they would like to annex with a dual zone of C-1 and M-2.

PZ/Questions & Comments:

- Vice-Chairperson Zimmerman asked what the setback are with M-2 with residential.
- Director Spendlove replied it is a building setback of 25' with C-1 and there is no buffer with M-2.

Public Hearing: Opened and closed with no public input

Discussions Followed:

Commission feels this is a good fit for this area.

MOTION: Commissioner Bulkley moved to approve the request for a recommendation to City Council on the appropriate zoning district for a proposed Annexation on property generally located on the east side of the intersection of Kimberly Rd (HWY 30) and Champlin Way (3300 East). c/o Champ LLC (PZ25-0015). Vice-Chairperson Zimmerman seconded the motion. Roll call vote showed all members present voted.

Approved 6 to 0.

- b) Request for a Special Use Permit for a Recycling Center (Anaerobic Co-Digestion Facility) on property located at 630 Hankins Rd S. c/o Sawtooth Law Offices on behalf of VR Development Services, LC (PZ25-0062). - **RESCHEDULED**
- c) Request for a Special Use Permit to allow dog grooming on property located at 426 Main Ave S. c/o Tristine Hull (PZ25-0065). - **WITHDRAWN**
- d) Request for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Sign Regulation". c/o City of Twin Falls (PZ24-0121).

Staff Presentation:

Director Spendlove presented the request for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Sign Regulation". c/o City of Twin Falls (PZ24-0121).

Per 10-14-2, Title amendments may only be initiated by the Planning and Zoning Commission, City Council, or a property owner. This amendment was initiated by City Council in February 2018.

Per 10-14-4, Zoning amendments shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Per 10-14-5, the Commission shall hold a public hearing and make recommendations on proposed zoning amendments.

- A. Zoning Title Amendment: The commission, prior to recommending a zoning title amendment to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title. Following the

commission's hearing, if the commission makes a material change from what was presented at the public hearing, further notice and hearing shall be provided before the commission forwards the amendment with its recommendation to the council.

The Commission is tasked with making a recommendation to Council on the proposed text amendment. The Commission may recommend approval, approval with conditions, denial, or table the item to a date certain.

Sample main motions:

- 1. Move to recommend approval for the proposed zoning text amendment to the Sign Regulations chapter of Title 10 as presented;*
- 2. Move to recommend approval with conditions for the proposed zoning text amendment to the Sign Regulations chapter of Title 10; or*
- 3. Move to table the item to a date certain of _____*

PZ/Questions & Comments:

- Commissioner Rambur asked about signs that are left and what happens to them.
- Supervisor Standley explained they are collected, and the owner has to pay a fee to get them back. He added that they have so many codes to enforce that they don't have time to go specifically looking for these.

Public Hearing: Opened

- Jordan Beard is a realtor and feels this sign code impacts everyone. He had questions about gated communities and special events and how to market.
- Mark Jones was here to represent the realtors and asked about the chart that was sent in. He is concerned about the parade of homes and the current properties that have different size signs. He pointed out the comment that was sent in and why they were asking for the different size.
- Francis Alves talked about the size of the signs. She doesn't think several signs can be on the same lot. She gave the example of the parade of homes and that all the vendors want to be on the same lot.
- Shellien Gilliland wants to be able to measure the right-of-way and know she is in compliance. She asked about directional illuminated signs.
- Matthew Lancaster is from the builder's association. They want to be able to have enough signage to show plat maps and other things.
- Thomas Wangeman had questions about political signage.
- Shawnee Powers had questions about the commercial side of the code with digital signs, will this affect the HPC area, flags, and window signs. Will existing signs be grandfathered in.
- Director Spendlove replied that gated communities can have off site signs near gate, still have to follow size limitations. Special event off site signs are allowed. No right-of-way placement allowed.

- Commissioner Rambur asked for clarification if they are maxed on building and monument signs can they place on the window.
- Director Spendlove explained it will count as a sign.
- Commissioner Weatherford asked for clarification of illuminated signs
- Director Spendlove stated temporary signs cannot be illuminated.
- Vice-Chairperson Zimmerman asked how many signs that were picked up were in the Right-of-way.
- Supervisor Standley replied they all were.

Public Hearing: Closed

Discussions Followed:

Commission feels this is a good change and a good start.

MOTION: Commissioner Bulkley moved to approve the request for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Sign Regulation". c/o City of Twin Falls (PZ25-0121). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 1.

6) Upcoming Meeting(s)

- a) August 6 - Work Session
August 12

7) Adjournment

The meeting adjourned at 08:46 PM

Jody Green, Planning Technician



Date: Monday, August 11, 2025
To: Planning and Zoning Commission
From: Jonathan Spendlove & William Klaver

ACTION ITEM

Request:

Request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).

Time Estimate:

20-30 minutes for Staff presentation.

Background:

In February 2018, the City Council tasked Planning and Zoning Staff to initiate a complete rewrite of Title 10: Zoning and Subdivision Regulations. The main goals of the rewrite are to accomplish the following:

1. Update the current definitions;
2. Simplify the code navigation process for users;
3. Streamline the development approval process; and
4. Make the code reflect the goals, language, and strategies of the 2016 Comprehensive Plan.

The chapter applicable to this Staff Report is "Land Use Conditions". This chapter is a major departure from the current code as this would create permitted uses with conditions and associated criteria. For many years, staff heard from applicants, Commissioners and City Council members that certain uses requiring Special Use Permits had become onerous. As times change and new land uses have been created, or changed over time, the need to have Special Use Permits and a subsequent public hearing for the majority of uses has become a detriment to businesses. The Zoning Use Permit process is proposed to be an administrative review to ensure certain site improvements have been constructed/installed per criteria outlined in the code. Once these criteria have been met, the land use may proceed to construction or operation.

These drafts have been on the City's website since April 14, 2025. Staff has not received any comments on the proposed draft.

Planning and Zoning Commission recommended approval of this request 5-0.

Approval Process:

Per 10-14-2, Title amendments may only be initiated by the Planning and Zoning Commission, City Council, or a property owner. This amendment was initiated by City Council in February 2018.

Per 10-14-4, Zoning amendments shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;

- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Per 10-14-5, the Commission shall hold a public hearing and make recommendations on proposed zoning amendments.

- A. Zoning Title Amendment: The commission, prior to recommending a zoning title amendment to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title. Following the commission's hearing, if the commission makes a material change from what was presented at the public hearing, further notice and hearing shall be provided before the commission forwards the amendment with its recommendation to the council.

Budget Impact:

N/A

Regulatory Impact:

If approved, this section will provide the general verbiage for the Land Use Conditions in Title 10. Prior to adoption, the entirety of Title 10 will be brought forth to the Commission and Council in its final format, where the Council will decide to proceed with an ordinance or not.

History:

N/A

Analysis:

N/A

Conclusion:

On June 4, 2025, the Commission tabled the discussion to June 10, 2025. On June 10, 2025 the Commission recommended approval to City Council on the proposed text amendment by a vote of 5-0.

The Council is tasked with making a decision on the proposed text amendment. The Council may approve, approve with conditions, deny, or table the item to a date certain.

Sample main motions:

1. *Move to approve the proposed zoning text amendment to the Land Use Conditions chapter of Title 10 as presented;*
2. *Move to approve with conditions for the proposed zoning text amendment to the Land Use Conditions chapters of Title 10; or*
3. *Move to table the item to a date certain of _____*

Attachments:

1. New Zoning Districts - Conversion Chart
2. PZ24-0121 Proposed Land Use Matrix
3. PZ24-0121 Proposed Land Use Conditions

4. Public Comment #1
5. Public Comment #2
6. Public Comment #3
7. June 4, 2025, Planning and Zoning Commission Minutes
8. June 10, 2025, Applicable Planning and Zoning Meeting Minutes

Zoning Districts Conversion Chart - Proposed New Names and Consolidations

Existing Zoning Districts	Proposed Changes	Proposed Zoning Districts
AG , Agricultural District	AG , Agricultural District to AG , Agricultural District	AG , Agricultural District
SUI , Suburban-Urban Interface District	SUI , Suburban-Urban Interface District to RR , Rural Residential	RR , Rural Residential District
R1-VAR , Residential Single Household District	R1-VAR , Residential Single Household District to TN-1 , Town Neighborhood 1	TN-1 , Town Neighborhood District 1
R2 , Residential Single Household or Duplex District	R2 , Residential Single Household or Duplex District to TN-1 , Town Neighborhood 1	TN-2 , Town Neighborhood District 2
R4 , Residential Medium Density District	R4 , Residential Medium Density District to TN-2 , Town Neighborhood 2	TN-3 , Town Neighborhood District 3
R6 , Residential Mult-Household District	R6 , Residential Mult-Household District to TN-3 , Town Neighborhood 3	CC , Central City District
CB , Commerical Central Business District	CB , Commerical Central Business District to CC , Central City District	CM , Commercial
C1 , Commercial Highway District	C1 , Commercial Highway District to CM , Commercial	IND 1 , Light Industrial
M1 , Light Manufacturing District	M1 , Light Manufacturing District to Ind 1 , Light Industrial	IND 2 , Heavy Industrial
M2 , Heavy Manufacturing District	M2 , Heavy Manufacturing District to Ind 2 , Heavy Industrial	OS , Open Space
OS , Open Space District	OS , Open Space District to OS , Open Space District	AP , Airport District
AP , Airport District	AP , Airport District to AP , Airport District	MU , Mixed Use
OT , Old Town District	OT , Old Town to CC , Central City District	CSI , College of Southern Idaho District
CM , Commerical Mixed Use District	CM , Commerical Mixed Use District to MU , Mixed Use District	CRO , Canyon Rim Overlay District
RM , Residential Mixed Use District	RM , Residential Mixed Use District to MU , Mixed Use District	CMT , Community Market District
CSI , College of Southern Idaho District	CSI , College of Southern Idaho District to CSI , College of Southern Idaho District	P-1 , No Required Parking
MHO-1 , Mobile Home Overlay District	MHO-1 , Mobile Home Overlay District to ELIMINATE	P-2 , Case by Case
PRO , Professional Office Overlay District	PRO , Professional Office Overlay District PRO	PRO , Professional Office Overlay District
CRO , Canyon Rim Overlay District	CRO , Canyon Rim Overlay District to CRO , Canyon Rim Overlay District	
NCO , Neighborhood Commercial Overlay District	NCO , Neighborhood Commercial Overlay District to Applicable ZDA	
WHO , Warehouse Overlay Historic District	WHO , Warehouse Overlay Historic District to ELIMINATE	
RB , Residential Business District	RB , Residential Business District to CMT , Community Market	

LAND USE	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2	AP	CSI
LAND USE	Open Space	Professional Office Overlay	Agriculture	Rural Residential	Town Neighborhood 1	Town Neighborhood 2	Town Neighborhood 3	Mixed Use	Community Market	Central City	Commerical	LIGHT INDUSTRIAL	HEAVY INDUSTRIAL	Airport	College of Southern Idaho

City of Twin Falls Title 10 Update Proposed Zoning and Land Use Matrix

PERMITTED USES, NO further Zoning Action

P

PERMITTED USE If SPECIAL USE PERMIT is issued.

S

PERMITTED USE, Zoning Admin Review for stated Req's

Z

NOT PERMITTED

1. AGRICULTURE & ANIMALS	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND 1	IND2	AP	CSI
Agritourism Activity (within 300' of Residential Use or Residential Zone)			S	S											
Agritourism Activity (more than 300' from Residential Use or Residential Zone)			P	P											
Community Garden	P		P	P	Z	Z	Z	P	Z	P	P	P	P	P	P
Farm			P	P											P
Fish Hatchery	S		P										S		
Farms – animals on pasture	P		P	P											
Farms – plants and trees	P		P	P								P	P		
Kennel - Indoor			P							S	P	P	P		
Kennel - Outdoor			P								S	S	P		
Livestock Sales			S									S	P		
Nursery – Major			P	S								P	P	S	P
Nursery – Minor			P	P				P	S	P	P	P	P	P	P
Stable, Commercial			P										S		S
Veterinary Clinic -Minor			P					S	S	S	S	P	P		P
Veterinary Clinic – Major			P									S	S		S
2. ASSEMBLY	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND 1	IND2	AP	CSI
Botanical Gardens and Arboretums	S		S	S	S	S	S	P	S	P	P	P	P	P	P
Convention Center { >500}	S		S					S		S	S	S	S	S	S
Event Center - Major {100 - 500 people}	S		S	S				S		S	Z	Z	Z	P	P
Event Center - Minor { <100}	S		Z	Z				Z	Z	Z	Z	P	P	P	P
Funeral Center								P	S	P	P				
Museum / Learning Center - Major	S		S					Z	S	S	Z			P	P
Museum / Learning Center - Minor	P	S	P	Z				Z	Z	Z	P			P	P
Religious Facility			Z	Z	Z	Z	Z	P	Z	P	P	P	P	Z	P

3. CIVIC/INSTITUTIONAL	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND 2	AP	CSI
Cemetery	S		S								S	P	P		
City of Twin Falls Facilities - Owned or Operated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
College, University, Trade, or Boarding School								S		S	P		P	P	P
Detention Center (Jail - Juvenile and Adult, Work Release)											S	S	P		
Emergency Service Stations										P	P	P	P		S
Judicial Facility								P		P	P	P	P		
School			S	S	S	S	S	S	S	S	P				P
4. COMMERCIAL SALES and SERVICES	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND 1	IND 2	AP	CSI
Administrative or Professional Office - Major								P	S	P	P	P	P	P	P
Administrative or Professional Office - Minor		S						P	P	P	P	P	P	P	P
Artisan's Workshop - Major								Z	Z	Z	P	P	P		
Artisan's Workshop - Minor								P	Z	P	P	P	P		
Auction Services and/or Public Sales Establishment								Z		Z	Z	P	P		
Bar/Night Club/Smoking Lounge								S		S	S	S	S	S	
Barber & Cosmetology Services		S						P	P	P	P	P	P	P	P
Body Art Studio								Z	Z	Z	Z	P	P		
Car Wash								S		S	Z	P	P		
Consumer Goods Repair								S	S	S	S	P	P		
Drive-Thru								S	S	S	S	S	S		S
Dry Cleaning/Laundering - Major										S	S	P	P		S
Dry Cleaning/Laundering - Minor		S						P	S	P	P	P	P		P
Equipment and Machinery Repair, Major										S	S	P	P		
Equipment and Machinery Repair, Minor										S	P	P	P		
Equipment and Machinery Sales/Rental, Major										S	S	P	P		
Equipment and Machinery Sales/Rental, Minor								S	Z	Z	P	P	P		
Financial Institution		S						P	S	P	P	P	P	P	P
Fuel/Charging Station								S	S	Z	Z	Z	Z		Z
Health/Fitness Facility - Major								S	S	S	S	P	P		P
Health/Fitness Facility - Minor								P	S	P	P	P	P		P
Laundromat, Self Serve								P	S	P	P	P	P		P
Manufactured homes sales											S	P	P		
Mortuary										Z	Z	P	P		
Paint Booth										Z	Z	Z	Z		Z
Pawnshop										Z	Z	Z	Z		
Payday Loan / Check Cashing Service										Z	Z	Z	Z		
Pet Grooming								Z	S	Z	Z	Z	Z		
Photography studios		S						P	P	P	P	P	P		
Print Shop – Major								S		S	P	P	P		
Print Shop – Minor								P	P	P	P	P	P		P
Restaurant								P	S	P	P	P	P	P	P

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Retail Shop								P	Z	P	P	P	P	P	P	
Retail Store - Major								S		S	P	P	P	P		
Retail Store - Minor								P	S	Z	P	P	P	P	P	
Seamstress/Tailor								P	P	P	P	P	P			
Theater - Indoor								S		P	P	P	P		P	
Theater - Outdoor	S									S	S	S	S		S	
Truck Stop											S	S	S			
Vehicle Rental Facility										S	P	P	P	S		
Vehicle Sales										S	Z	P	P			
Vehicle Sales - Heavy Trucks										S	S	S	P			
Vehicle Sales – Temporary										Z	Z	Z	Z			
5. HEALTH/HUMAN CARE	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM			IND	AP	CSI
Assisted Care/Living Facility - MAJOR							S	S	S	P	P					
Assisted Care/Living Facility - MINOR		S					S	P	P	P	P					P
Daycare Center		S						P	P	P	P					P
Daycare Facility			Z	Z	Z	Z	Z	P	P	P	P			Z		P
Daycare Home			P	P	P	P	P									
Hospital										S	S					
Medical Clinic, Major								S		P	P					P
Medical Clinic, Minor		S						P	P	P	P					P
Shelter Home			S				S	S	S	S	P	P	P			
Substance Abuse Treatment Facility			S							P	P	P	P			
6. INDUSTRIAL	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2		AP	CSI
Electric Power Generating Plant	S											S	S			
Fuel sales (bulk)											S	S	S			
Grain & Seed Processing			P									S	P			
Manufacturing, Heavy												S	P			
Manufacturing, Light										S	S	S	P			P
Manufacturing, Medium											S	S	P			
Recycling Center												S	P			
Recycling Plant												S	S			
Slaughterhouse												S	S			
Storage Facility, Self-service										S	S	P	P			
Storage Yard										S	S	P	P			S
Taxidermy studio										S	S	S	P			
Testing laboratories, Major										S	S	S	P			
Testing laboratories, Minor		S						S	S	P	P	P	P			P
Vehicle Impound Yard												S	S			
Vehicle Repair Services, Major										S	S	S	S			S
Vehicle Repair Services, Minor										S	Z	P	P			P
Warehouse/Distribution Center										S	S	P	P	S		
WRECKING, Salvage & Junkyard												S	S			
7. LODGING	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2		AP	CSI
Bed & Breakfast Facility		S	S	S			S	S	P	P	P					S
Campground / Recreational Vehicle Park	S										S					
DORMITORY																P
HOTEL										P	P					P
Motel										S	S					

8. RECREATION/ENTERTAINMENT	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2	AP	CSI
Athletic Arena or Stadium - Public Owned	S		S	S	S	S	S	S	S	S	P	P	P	P	P
Athletic Arena or Stadium - Private Owned										S	S	S	S	S	P
Fun Center - Minor								P	P	P	P	P	P		P
Fun Center - Major								Z	S	Z	Z	S	P		P
Fun Park								S		S	S	S	P		
Golf Course/ Golf Driving Range	S		S								S			S	P
Park / Playground - Private															
Park / Playground - Public															
Racetrack													S	S	
Sport Shooting Range - Indoor										Z	Z	Z	Z		
Sport Shooting Range - Outdoor	S												S	S	
ZIP LINE	S														P
Zoo	S									S	S		S		
9. RESIDENTIAL	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2	AP	CSI
ACCESSORY Building	Z		Z	Z	Z	Z	Z							Z	
Dwellings - Accessory Dwelling Unit (ADU)			Z	Z	Z	Z	Z							Z	
Dwellings - attached Single Dwelling Unit (Townhome)					Z	Z	Z	Z	Z	Z					
Dwelling - Detached Single Dwelling Unit			P	P	P	P	P							P	
Dwellings-- Multi- Dwelling Unit (5+)							P	P		P	P				P
Dwellings - Two Dwelling Unit					P	P	P	P							
DWELLINGS - Triplex (3 units on 1 lot)						S	P	P	S						
DWELLINGS - Fourplex (4 units on 1 lot)						S	P	P	S						
Dwelling - Caretaker Unit		P						P	P	P	P	P	P	P	
Dwellings - Mixed Use Building									S	P	P				
Group Home (<i>See Idaho Statute</i>)			P	P	P	P	P			P				P	
HOME OCCUPATION			Z	Z	Z	Z	Z	Z		Z				Z	
Manufactured Housing Community											S				
10. OTHER	OS	PRO	AG	RR	TN-1	TN-2	TN-3	MU	CMT	CC	COM	IND1	IND2	AP	CSI
Adult Establishments													Z		
Airport Supplemental Uses														P	
Airport/Heliport														P	
Eagles Nest - CSI															P
Helistop											S			P	
Outdoor amplified sound or music	S		S	S				S	S	S	S	S	S	S	S
Parking Structure								S		S	S	P	P	P	S
Utility Collection/Distribution Facility	Z		Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z
Utility Collection/Distribution Line	P		P	P	P	P	P	P	P	P	P		P	P	P
Wind Turbine			S	S									S	S	S
Wireless Communication Equipment - Colocation	Z		Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z	Z
Wireless Communications Tower	S*		S*					S*		S*	S*		S*	S*	S*

Wireless Communications Tower - Stealth or Alternative Design	z		S*					z	S*	z	z		z	z	z
*Shall follow the criteria listed in 10-4 Conditional uses for Stealth Tower.															

DRAFT

10-4: Zoning Use Permit Application Requirements

10-4-1: General Requirements to all Zoning Use Permits

All zoning use permits shall provide the following site improvements:

- (A) Landscape Buffer Requirement: A landscape buffer shall be provided between non-residential uses and residential uses and districts that shall conform to the following:
 - 1. Non-Residential Use in the Community Market & Mixed-Use Districts:
 - a. Shall have a ten (10) foot buffer between non-residential uses and residential uses or districts.
 - 2. Non-Residential Use in the Commercial & Industrial Districts:
 - a. Shall have a fifteen (15) foot buffer between non-residential uses and residential uses or districts.
- (B) Exhaust Fans /HVAC Equipment shall be directed away from residential districts and uses.
 - 1. Natural ventilation openings shall be directed away from residential districts and uses to the extent possible as determined by the administrator.
- (C) Any person desiring to obtain a Zoning Use Permit, as herein defined, shall submit all necessary completed applications to the Administrator on forms as provided by the City.

10-4-2 Zoning Use Permit Land Use Requirements: Unless otherwise exempted, all uses requiring a Zoning Use Permit shall comply with the pertinent requirements as outlined in 10-7.

10-4-3: AGRICULTURE & ANIMALS:

(A) Community Garden

- 1. Criteria applicable to all districts:
 - a. A Community Garden operating plan is required. The plan shall contain the following:
 - i. Fertilizer Storage
 - ii. Waste Plan
 - b. A Community Garden shall not be greater than two (2) acres.
 - c. Community Gardens shall use non-potable water, unless otherwise permitted by the City Council.
 - d. The subject property must be designed and maintained so that water and fertilizer will not drain onto adjacent property or public right of way.
 - e. Community Garden operating hours are limited to one-half hour before sunrise and one-half hour after sunset.
 - f. Community Gardens shall be limited to the cultivation of fruits, vegetables, herbs, plants and flowers.

- g. A garden shall not house or support animals including but not limited to chickens, goats, pigs, or other livestock.
- h. Any composting site must be located at least 300' from residential uses.

10-4-4: ASSEMBLY

(A) Event Center, Major (100-500 People)

- 1. Criteria applicable to all districts:
 - a. Any area or equipment associated with outdoor event operations shall be screened if within 300' of a residential use or zone.
 - b. Outside amplified sound shall obtain a Special Use Permit.
 - c. All alcohol served shall be facilitated by those holding a valid alcohol license.

(B) Event Center, Minor (<100 People)

- 1. Criteria applicable to all districts:
 - a. Any area or equipment associated with outdoor event operations shall be screened if within 300' of a residential use or zone.
 - b. All alcohol served shall be facilitated by those holding a valid alcohol license.
 - c. An Event Center within 300' of a residential zone or use shall cease all outdoor event operations one-half hour before sunrise and one-half hour after sunset.
 - d. Outside amplified sound shall obtain a Special Use Permit.

(C) Museum / Learning Center, Major (≥100 People)

- 1. Criteria applicable to all districts:
 - a. Any area or equipment associated with outdoor operations shall be screened if within 300' of a residential use or zone.
 - b. Any outdoor sound equipment will be faced away from adjacent properties and public right of way.
 - c. Any operations within 300' of a residential use or zone shall obtain a Special Use Permit.
 - d. Outside amplified sound shall obtain a Special Use Permit.

(D) Museum / Learning Center, Minor (<100 People)

- 1. Criteria applicable to all districts:
 - a. Any area or equipment associated with outdoor operations shall be screened if within 300' of a residential use or zone.
 - b. Any outdoor sound equipment will be faced away from adjacent properties and public right of way.
 - c. Any operations within 300' of a residential use or zone shall obtain a Special Use Permit.
 - d. Outside amplified sound shall obtain a Special Use Permit.

(E) Religious Facility

- 1. Criteria applicable to CMT and AP Districts:
 - a. A property which contains buildings that have a designed occupancy of 300 or greater shall only have vehicle access off a collector or arterial roadway.

- b. All buildings that have a designed occupancy of 300 or greater must be at least 25' away from residential uses.
 - c. A property which contains buildings that have a designed occupancy of 300 or greater shall have a sight-obscuring screening fence on non-street frontage property lines.
 - d. Outside amplified sound shall obtain a Special Use Permit.
2. Criteria applicable to Residential Districts
- a. A property which contains buildings that have a designed occupancy of 300 or greater shall only have vehicle access off a collector or arterial roadway.
 - b. All buildings that have a designed occupancy of 300 or greater must be at least 25' away from residential uses.
 - c. A property which contains buildings that have a designed occupancy of 300 or greater shall have a sight-obscuring screening fence on non-street frontage property lines.
 - d. No amplified sound outside is allowed.

10-4-5: COMMERCIAL SERVICES:

(A) Artisan's Workshop - Major

- 1. Criteria applicable to Mixed Use & Community Market Districts:
 - a. All production, fabrication, assembly, and storage of materials shall be conducted indoors if located within 300' of a residential use or district.
 - b. Permitted Hours of operation are between 7:00 AM and 10:00 PM
 - c. Loading docks shall be screened from public right of way, residential uses and residential districts.
- 2. Criteria applicable to the Central City District:
 - a. All production, fabrication, assembly, and storage of materials shall be screened.

(B) Artisan's Workshop - Minor

- 1. Criteria applicable to all districts
 - a. All production, fabrication, assembly, shall be conducted indoors if located within 300' of a residential use or district.
 - b. All storage of materials shall be indoors if adjoining a residential use or district.
 - c. Permitted Hours of operation are between 7:00 AM and 10:00 PM
 - d. Loading docks shall be screened from public right of way, residential uses and residential districts.

(C) Auction Services and/or Public Sales Establishment

- 1. Criteria applicable to Mixed Use & Central City Districts:
 - a. All auction related items or goods must be stored indoors.
 - i. Vehicles and large implements shall be exempted from this requirement.
- 2. Criteria applicable to the Commercial District:
 - a. All auction related items shall be completely screened from public right of way and adjacent properties.

- i. Vehicles and large implements shall be exempted from this requirement.

(D) Body Art Studio

1. Criteria applicable to all Districts:
 - a. Body art procedures shall not be visible from outside the building or tenant space.

(E) Car Wash

1. Criteria applicable to all Districts:
 - a. The installation of a water discharge monitoring system as determined by the City Engineer.
 - b. Water from the car wash shall not drain across any public or ADA sidewalk or into public right-of-way.
 - c. A car wash facility adjoining a residential use or district shall construct a minimum 6' masonry wall.
 - d. Vacuums: Vacuum stations and similar equipment are prohibited on the sides of the principal structure abutting a residential use.

(F) Equipment & Machinery Sales/Rental, Minor

1. Criteria applicable to all Districts:
 - a. All facility operations shall be indoors.

(G) Fuel / Charging Station

1. Criteria applicable to all Districts:
 - a. Within 300 feet of a residential use or district shall require a Special Use Permit.
 - b. Spill Prevention Plan: A spill prevention and counter measures plan shall be provided prior to building plan approval that includes, at a minimum:
 - ii. Clean up procedures for fuel (or other hazardous material) spills occurring inside and outside the building;
 - iii. Counter measures for use in preventing fuel (or other hazardous material) spills from entering the stormwater collection system or public right-of-way; and
 - iv. Routine cleanup procedures for work areas and parking areas. Washdown water shall not be permitted to enter the stormwater collection system or public right-of-way.

(H) Mortuary

1. Criteria applicable to all Districts:
 - a. All activity relating to the dead shall be handled discreetly and be screened from public view to the maximum extent possible, including delivery and storage of the remains.

(I) Paint Booth

1. Criteria applicable to all Districts:
 - a. All paint booth operations shall be indoors.
 - b. All objects, motor vehicles, etc. shall be screened or stored indoors.
 - c. Approval from DEQ shall be submitted to the City prior to issuance of any permit.

(J) Pawn Shop

1. Criteria applicable to all Districts:
 - a. All facilities are limited to operating hours of 6:00 AM to 10:00 PM.
 - b. All facilities shall be 0.5 miles apart.
 - c. Security Plan which includes:
 - i. Security System
 - ii. Provide security cameras sufficient to monitor all outdoor areas on the property.
 - d. All outdoor storage shall be screened from adjacent properties and public right of way.

(K) Payday Loan / Check Cashing Service

1. Criteria applicable to all Districts:
 - a. All facilities are limited to operating hours of 6:00 AM to 10:00 PM.
 - b. All facilities shall be 0.5 miles apart.
 - c. Security Plan which includes:
 - i. Security System
 - ii. Provide security cameras sufficient to monitor all outdoor areas on the property.

(L) Pet Grooming

1. Criteria applicable to all Districts:
 - a. Any operations within 300' of residential uses shall require a Special Use Permit.
 - b. All animals shall be indoors at all times, except when being exercised. At such times, animals shall be under the supervision and direct control of a caretaker
 - c. A waste disposal plan is required.
 - d. Services cannot be provided for livestock or large animals, such as cattle, horses, sheep, etc.

(M) Retail Shop

1. Criteria applicable to all Districts:
 - a. Trash and disposal areas shall be located at the rear of subject property and be screened from adjacent properties and public right of way.
 - b. If an ancillary storage yard is included the storage yard cannot be greater than one thousand square feet (1,000 sf) and shall be completely screened from adjacent properties and public right of way.
 - c. All external lighting associated with the Retail Shop shall be turned off from 10:00 PM to 6:00 AM.
 - d. A retail shop adjoining a residential use or district shall construct a 6' masonry wall.

(N) Retail Store - Minor

1. Criteria applicable to all Districts:
 - a. Located within 300' of residential use or district a Special Use Permit is Required.

(O) Vehicle Sales

1. Criteria applicable in all Districts:
 - a. Vehicles shall not be displayed in required landscaping.
 - b. All other uses (car wash, vehicle repair, etc) shall meet each of those standards.

(P) Vehicle Sales – Temporary

1. Criteria applicable in all Districts:
 - a. Vehicles shall not be displayed in landscaping.
 - b. Vehicle temporary sale event shall not operate for more than ten (10) consecutive days.
 - c. A single (1) temporary vehicle sales event is permitted per lot and/or property, once per quarter.
 - d. Shall follow the Regulations found in Idaho Statute for “Temporary Supplementary Sales Lot”

10-4-6: HEALTH/HUMAN CARE:

(A) Daycare Facility

1. Criteria applicable in all Districts:
 - a. Daycare Facilities are exempted from Required Improvements as defined in section 10-7-1 (A)-2 & 10-4-2.

10-4-7: INDUSTRIAL:

(A) Vehicle Repair Services, Minor

1. Criteria applicable to all Districts:
 - a. Outdoor storage of parts, materials, or equipment is prohibited except licensed vehicles awaiting repair or repaired vehicles awaiting pick up.
 - b. All repair, assembly, disassembly or maintenance of vehicles shall occur indoors.
 - i. Minor maintenance including tire inflation, adding oil, wiper or battery replacement, glass repair or replacement, paintless dent repair and other similar services as determined by the Administrator is exempted from the indoor operation requirement.

10-4-8: LODGING:

(A) Reserved

10-4-9: RECREATION/ENTERTAINMENT:

(A) Fun Center - Major

1. Criteria applicable in all Districts:
 - a. Outdoor components of the Fun Center within three-hundred (300) feet of residential uses or districts shall require a special use permit.

(B) Sport Shooting Range - Indoor

1. Criteria applicable in all Districts:
 - a. Site Location: A shooting range shall be located: not less than 500 lineal feet from any property in an existing residential district, with the exception of parks, open space, stormwater management areas, or similar lands reserved for uses that do not include dwellings.

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- b. Indoor Range Design: Indoor ranges shall be designed so projectiles cannot penetrate the walls, floor or ceiling, and ricochets or back splatter cannot harm range users. Considerations should be made for cleaning of all surfaces and handling of hazardous wastes.
- c. Staffing: Sport Shooting Range staff must always be present on the subject property when the shooting range is in use.
- d. Shooting Range Operation Plan: Each range shall provide an operation plan. A copy of the operation plan shall be filed with an application for a conditional use permit. The operation plan shall include:
 - i. Site Plan
 - ii. Building Plans & Elevations
 - iii. Safety Plan
 - iv. Outside Security Plan
 - v. Copy of liability insurance
 - vi. Other plans and/or information, as may be reasonably requested by Staff to verify compliance with this Ordinance or unique conditions that apply to the site.
- e. The application shall include a sound study prepared by a licensed sound engineer that demonstrates how the proposed use will address the impact of noise on adjoining uses. Any adverse effects shall be mitigated through setbacks, buffers, sound mitigation and / or hours of operation.
- f. Alcohol Sales Prohibited: Indoor gun ranges shall not sell or dispense alcoholic beverages, nor shall they be in a building which contains a business that sells or dispenses alcoholic beverages. Alcoholic beverages are not allowed on the premises of the Indoor Gun Range at any time.
- g. Receive permission from the City for the ability to discharge firearms within City Limits in accordance with City Code 6-2-1-D

10-4-10: Residential

(A) Accessory Building

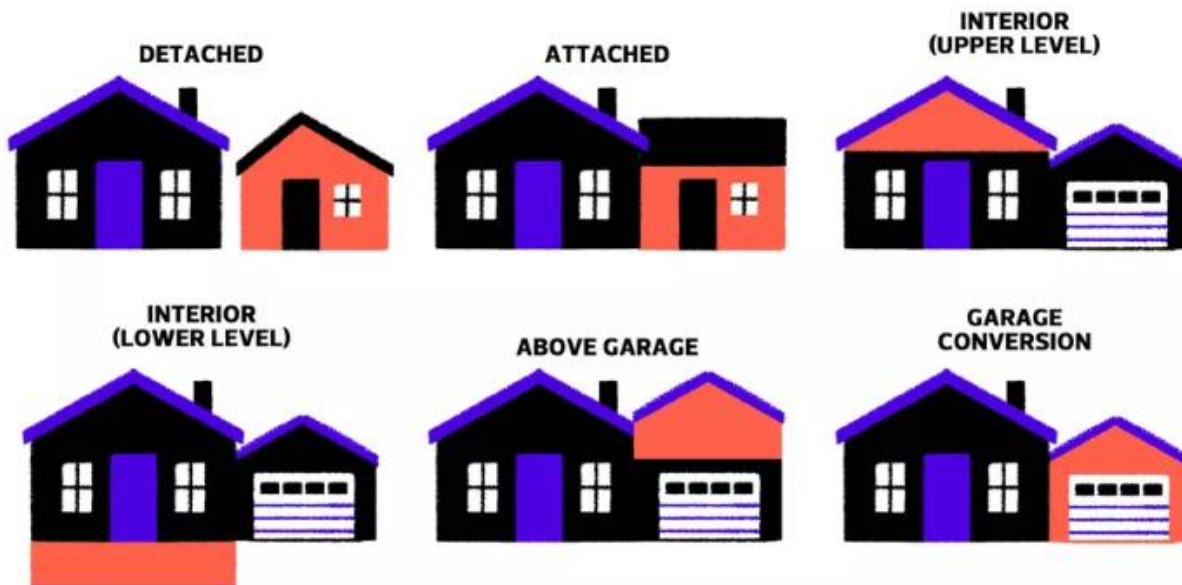
- 1. Criteria applicable in all Districts:
 - a. Accessory Buildings are not allowed to be placed within platted easements.
 - b. Maximum height: Same as the underlying district.
 - c. Property Line Setbacks:
 - i. Front: 20'
 - ii. Side: 3' for buildings 15' tall or less; or same as primary building if accessory building height is greater than 15'
 - iii. Rear: 3' for buildings 15' tall or less; or same as primary building if accessory building height is greater than 15'
 - d. Zoning Permit not required for Accessory Buildings under the following conditions:
 - i. Under 200 sq ft in size; or as otherwise exempted from the International Residential Code per Idaho Statute, as amended.
 - ii. Single Story
 - iii. Storage only, no habitable space allowed.
 - iv. Property owner is responsible to follow the property lines setbacks contained herein.
 - v. Property owner is responsible to move/relocate any accessory building found to be in violation of this section.
 - e. Detached accessory buildings, not requiring a building permit, may be built up to the side or rear property line, provided all of the following conditions are met:

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- i. Written permission of adjacent property owner is obtained, including a recorded access easement for maintenance of the structure.
 - ii. Firewalls as required by the building code are constructed.
 - iii. There is no water runoff from building onto adjacent property.
 - iv. The accessory building is not located closer than ten feet (10') to a main building.
 - v. There is no architectural projection, or rain gutters, beyond the property line.
- f. Accessory building are exempted from section 10-7-1 (A)-2 & 10-4-2.

(B) Accessory Dwelling Unit

1. Purpose: The purpose of allowing ADU's is to:
 - a. Provide a means of obtaining rental income, companionship, security, and services for residents, particularly seniors, single parents, and families with grown children.
 - b. Create new housing units while respecting the physical attributes of single-dwelling development while increasing the housing stock of existing neighborhoods in a manner that is less intense than alternatives.
 - c. Provide a broader range of accessible and more affordable housing.
 - d. Protect neighborhood stability, property values, and the single household residential appearance of the neighborhood by ensuring ADU's are installed under the conditions of this chapter.
2. Accessory Dwelling Unit Examples:



3. Criteria applicable in all districts:
 - a. Applicability: Accessory Dwelling Units (ADUs) are permitted upon a legal lot, or parcel, containing a legal single household dwelling unit. Only one (1) ADU shall be allowed per legal lot, or parcel.
 - b. Accessory Dwelling Unit Development Standards:

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- i. Accessory Dwelling Unit Size: ADU's shall not exceed forty-five percent (45%) of the square footage of the living space for the principal residence.
- ii. Height:
 - a. Attached ADU's shall follow the height limit listed for the principal residence as required for the base zoning district.
 - b. Detached ADU's shall follow the height limit listed for Detached Accessory Buildings.
- iii. Setbacks: ADU's shall follow the property line setbacks for the principal building.
- iv. Types: the ADU may be added to, included within the principal residence, or located in a detached structure:
- v. Additional Design Criteria:
 - a. Additions to an existing structure, or newly constructed detached structures, created for the purpose of developing and accessory dwelling unit, shall be designed consistent with the existing roof pitch, siding, and windows of the principal dwelling unit.
 - b. Conversion of Existing Structures: Any existing structure converted into an ADU must meet all of the requirements of this section.
- vi. **Number of Occupants:** the total number of individuals that reside in both units may not exceed the number allowed for a household as defined in this title.
- vii. **Owner Occupancy:** Either the principal dwelling unit or the ADU must be occupied by the owner. Proof of owner occupancy shall be required prior to issuing any permit. Proof of owner occupancy shall be provided via a signed certified copy of the homeowner's exemption.
- viii. Parking: One (1) additional parking space shall be provided for exclusive use of the accessory dwelling unit.
- ix. Utilities: Accessory Dwelling units shall receive water, sewer, and sanitation services from the primary dwelling. Additional service lines and/or meters shall not be installed.

(C) Attached Single Dwelling Unit (Townhome)

- 1. Criteria applicable in all Districts:
 - a. Shall go through the Planned Townhome Subdivision process (see City Code 10-10).
 - b. Rear or side of townhome buildings may not be located on collector/ arterial streets. If a project is situated at the intersection of a collector and an arterial, the rear shall not be on the arterial.
 - c. Located on and access to collector/arterial streets only.
- 2. Criteria applicable in the TN-1 District:
 - a. No more than four (4) units in a building block.
- 3. Criteria applicable in the TN-2 & CMT Districts:
 - a. No more than six (6) units in a building block.
- 4. Criteria applicable in the TN-3, MU, & CC Districts:
 - a. No more than eight (8) units in a building block.

(D) Home Occupations:

1. Criteria applicable in all Districts:
 - a. The presence or pursuit of the home occupation shall not result in any nuisance condition or excessive noise, as defined by this code, nor shall the approval of Zoning Permit allow circumvention of any other city codes.
 - b. Hours of Operation: 7:00 AM – 8:00 PM
 - c. The dwelling unit must be suitable for use for the home occupation without modifications except as specified hereafter. Remodeling or modification of any portion of the dwelling unit or accessory structure to be used in the course of the home occupation shall be prohibited if it would change the character, use, or occupancy classification of the dwelling as set forth in the currently adopted building code. Remodeling and modifications necessary to accommodate handicapped persons shall be allowed, provided applicable building permits have been issued.
 - d. No oversized vehicle as defined in section 9-6-8 of this code, or any vehicle which by virtue of dimensions, gross vehicle weight or declared use is required by Idaho Code to display, or does display, commercial or apportioned registration plates, may be used or stored on site or on street in carrying out the home occupation.
 - e. No assets, inventory, equipment, or raw materials used in a home occupation shall be displayed or stored outdoors. No hazardous materials/quantities, as determined by the Twin Falls fire department, may be stored at the site of the home occupation.
 - f. Sales and services to patrons shall be arranged by appointment and scheduled so that no more than one patron vehicle is on the premises at any one time.
 - g. Delivery vehicles must meet all truck route regulations of this code.
 - h. Prohibited Uses: The following uses shall not be permitted as a home occupation: auto repair; adult entertainment; manufacturing type uses, any use that creates hazardous or biomedical waste, and those of similar classification as determined by the Administrator.
 - i. Home Occupations are exempted from section 10-7-1 (A)-2 & 10-4-2.

10-4-11: OTHER

(A) Adult Establishments

1. Purpose: The purpose of these regulations is to regulate the location of adult oriented business within the City in a manner that will protect property values, neighborhoods, and residents from the potential adverse secondary effects of sexually oriented businesses while providing to those who desire to patronize adult oriented businesses such an opportunity in appropriate areas within the City.

It is not the intent of this Code to suppress any speech activities protected by the First Amendment of the United States Constitution, not to impose content-neutral regulations that address the adverse secondary effects of sexually oriented business may have on adjoining properties and the immediate neighborhood.

2. Development Standards:

a. Adult Establishment Location:

- i. Adult Establishments shall not be located within 1320 feet of a school, daycare, public park or playground, religious facility, or another Adult Establishment.
 - ii. Adult Establishments shall not be developed on a lot or parcel within 750 feet of a residential use or zone.
 - iii. Adult Establishments shall not be developed on a lot or parcel within 200 feet of the following roadways:
 - a. Pole Line Road from Rock Creek to Eastland Drive North
 - b. Blue Lakes Boulevard North from Perrine Bridge to Falls Avenue
 - c. Washington Street South from Park Road to 3400 N
 - d. Kimberly Road from Eastland Drive to 3300 E
 - e. Addison Avenue East from Eastland Drive to 3300 East (Champlin Way)
 - f. Orchard Drive from Grandview Drive South to Washington Street South
 - g. Grandview Drive South from Orchard Drive to Addison Ave West
 - h. Orchard Drive from Hankins Road S to 3300 East
 - i. 3300 East (Champlin Way) from Addison Ave East to Orchard Drive (3700 North)
 - iv. The disposal of waste and debris containing sexually explicit materials must be disposed in a secure trash receptacle.
 - v. Required Signage: Signage prohibiting minors on the premises shall be visibly posted on all building entrances and exits. Signs shall be 1' x 1' in size.
 - vi. A security plan addressing the following items is required when alcohol is being served on the premises:
 - a. Number and location of Security personnel.
 - b. Security System.
 - c. Security cameras sufficient to monitor all outdoor areas on the property.
 - d. Identification Check system to verify ages of patrons.
 - vii. Admission / entrance queue located parallel to and against the structure while maintaining adequate pedestrian passage on any accessible paths.
- b. Adult Establishment Administrative Staff Contact Information.
- c. Any other information deemed necessary by City Staff.

(B) Telecommunication Facility – Colocation

- a. Criteria applicable in all Districts:
 - i. Shall be in compliance with Twin Falls Municipal Code 10-13-7.

(C) Telecommunications Tower - Stealth, or Alternative Design

- a. Criteria applicable in all Districts:
 - i. Shall be in compliance with Twin Falls Municipal Code 10-13-7.
 - ii. Height shall be limited to base zoning district.

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- iii. Stealth designs shall be designed to blend into the context which it resides.
 - 1. Water tower
 - 2. Architectural elements such as steeples, crosses, bell towers, clock towers, etc.
 - 3. Trees shall be decorated with lights at night during holiday season November – January.
 - 4. Re-creation of historic buildings, structures, scenes that are meaningful to the area.

(D) Utility Collection/Distribution Facility – Minor

- 1. Criteria applicable to all Districts:
 - a. Facilities shall be screened or wrapped. Should the facility be wrapped, it shall be approved by the Twin Falls Arts Commission.
 - a. Minor Utility Collection/Distribution Facilities are exempted from section 10-7-1 (A)-2 & 10-4-2.

DRAFT

Jody Green

From: No Reply
Sent: Saturday, May 31, 2025 2:44 PM
To: Kelli Ebersole; Will Klaver; Jody Green; Lisa Strickland; Jonathan Spendlove
Subject: Public Comment Notice for PZ24-0121

A public comment has been submitted for PZ24-0121 presented at the Planning and Zoning Meeting on 6/4/2025.

Name: Garin Evans
Email: garinevans@gmail.com
Comments:

Garin Evans

441 Martin St.

Twin Falls, ID

garinevans@gmail.com

5/31/2025

To the Twin Falls Planning and Zoning Commission:

I am writing regarding section 10-4-10(B)(3)(vii), which outlines the owner occupancy requirement for Accessory Dwelling Units (ADUs):

"Either the principal dwelling unit or the ADU must be occupied by the owner. Proof of owner occupancy shall be required prior to issuing any permit. Proof of owner occupancy shall be provided via a signed certified copy of the homeowner's exemption."

While I understand the intent of preserving neighborhood character and accountability by ensuring owner occupancy, I am concerned that the method proposed—relying on the homeowner’s exemption as proof—presents practical and legal challenges that may undermine this goal.

1. Not All Owner-Occupants Qualify or Apply

According to Idaho Code §63-602G, the homeowner’s exemption is voluntary and only applicable to primary residences. Owners may have legitimate reasons not to apply, such

as:

- Holding the property in a trust, LLC, or partnership,
- Using the property as a secondary residence,
- Choosing not to file for the exemption for financial or privacy reasons.

Thus, some ADUs could meet the intent of owner occupancy but still be denied permits under the current proposed language.

2. Unclear Enforcement Upon Sale or Transfer

The draft code does not address how owner-occupancy will be enforced when a property is sold or inherited. Since the homeowner’s exemption is tied to the

individual and not the structure, it may lapse or remain active based on outdated or incomplete information. This could create confusion for new property owners or place an unreasonable burden on City staff to track changes in real estate ownership.3. County Data May Not Be Accessible for Zoning Enforcement

Enforcement would depend on county-level data systems that are not designed for zoning compliance. The State Tax Commission and county assessor manage the exemption for tax purposes, not for municipal occupancy enforcement. Requiring the homeowner's exemption for city zoning purposes introduces a dependency on systems that may not share timely updates with the City, and which the City may have no authority to audit or manage.

Recommendation

I respectfully recommend that the Commission reconsider relying solely on the homeowner's exemption to verify owner occupancy. Instead, the City could consider more direct and locally enforceable alternatives, such as:

- A notarized affidavit of owner occupancy,
- A recorded covenant filed with the permit,
- A local occupancy registration system tied to the ADU approval.

These options provide greater flexibility, avoid unnecessary exclusion of eligible owners, and place enforcement authority squarely within the City's jurisdiction.

Thank you for your thoughtful work on these important code revisions and for the opportunity to provide input as a resident. I appreciate your consideration of how

this section might be improved to ensure clarity, fairness, and effective administration.

Sincerely,

Garin Evans

Twin Falls, Idaho

****This message is sent from an account that is NOT MONITORED. Do not reply to this message, it will not be read.****

Will Klaver

From: Carissa Connelly <CConnelly@ketchumidaho.org>
Sent: Thursday, July 24, 2025 1:31 PM
To: seppas@slhs.org; Rosanna Campbell; Will Klaver
Cc: Amanda Bates; admin@habitatmagicvalley.org; ana@sccap-id.org; april.s.durrant@hud.gov; Daniel Brown; brooke.thompson@labor.idaho.gov; megan.beyer@labor.idaho.gov; Berry, Sarha (Crapo); brian.dale@hud.gov; brent.reinke@tfco.org; valleyhouse.brittain@gmail.com; court noble@yahoo.com; Candace.melton@pinecrestidaho.org; Jayo, Cammie (cjayo@uidaho.edu); casemanagercallie@homelessveterans.org; dave_putnam_jr@mcmxi.com; davidwilson@pmt.org; jodi.warthen-debartolo@va.gov; Justin Dimond; dynej@ihfa.org; Makenzie Searle; elibstonemets@gmail.com; epetersen@lincidaho.org; kari_emond@risch.senate.gov; farmelis@cassiaschools.org; Kylie Gough; heidis@ihfa.org; herzogje@tfsd.org; hmccall@twinfallshousing.com; jamies@ihfa.org; janeygrover@churchofjesuschrist.org; jfrey@tfco.org; joseph@vavmv.org; Jonathan Spendlove; joe.lozano@labor.idaho.gov; Kim Lickley; kalexander@phd5.idaho.gov; ksearle@cassiacounty.org; libbie.kahin@dhw.idaho.gov; kara@unitedwayscid.org; marvnh@yahoo.com; Maria Contreras; mkrausse@idoc.idaho.gov; Matthew Long; samantha_marshall@crapo.senate.gov; noemi@vavmv.org; Stephanie Potter; patszot@gmail.com; rcowen@crisisidaho.com; rjolovic@idoc.idaho.gov; Randy Wastradowski; sdaniels@fhsid.org; Steven Gassert; ssvf@homelessveterans.org; sunny.shaw@twinfallshousing.com; tstrong@phd5.idaho.gov; Terry Thueson; tfwarmingcenter@gmail.com; vstotts@co.twin-falls.id.us; wates7@gmail.com; zarboolympics@yahoo.com; lhudson@phd5.idaho.gov; lorena@sccap-id.org
Subject: RE: City of Twin Falls Proposed Accessory Dwelling Unit Regulations

[EXTERNAL SENDER]

Looks great! Since it's a voluntary incentive and you're looking at owner occupancy, I highly recommend the requirement of a deed covenant on the property and a program administrator (like a housing authority or housing trust) to annually check compliance. That is also the same legal mechanism to ensure that it would be vacant/seasonal/short-term rented.

Happy to provide templates on deed covenants and discuss.

Take care,

Carissa

CARISSA CONNELLY | CITY OF KETCHUM

Housing Director

P.O. Box 2315 | 191 Fifth St. W. | Ketchum, ID 83340

o: (208) 727-5088 | f: 208.726.7812

cconnelly@ketchumidaho.org | projectketchum.org/housing-matters/

Correspondence, including e-mail, to and from employees of the City of Ketchum, in connection with the transaction of public business, is subject to the Idaho Public Records Act and may be disclosed to third parties.

From: Sarah Seppa <seppas@slhs.org>
Sent: Thursday, July 24, 2025 11:51 AM
To: Rosanna Campbell <rosanna@sccap-id.org>; Will Klaver <wklaver@tfid.org>
Cc: Amanda Bates <abates@tfid.org>; admin@habitatmagicvalley.org; ana@sccap-id.org; april.s.durrant@hud.gov; Daniel Brown <dbrown@bcoha.org>; brooke.thompson@labor.idaho.gov; megan.beyer@labor.idaho.gov; Berry, Sarha (Crapo) <sarha_berry@crapo.senate.gov>; brian.dale@hud.gov; brent.reinke@tfco.org; valleyhouse.brittain@gmail.com; Carissa Connelly <CConnelly@ketchumidaho.org>; court noble@yahoo.com; Candace.melton@pinecrestidaho.org; Jayo, Cammie (cjayo@uidaho.edu) <cjayo@uidaho.edu>; casemanagercallie@homelessveterans.org; dave_putnam_jr@mcmxi.com; davidwilson@pmt.org; jodi.warthen-debartolo@va.gov; Justin Dimond <jdimond@tfid.org>; dynej@ihfa.org; Makenzie Searle <ellsworm@slhs.org>; elibstonemets@gmail.com; epetersen@lincidaho.org; kari_emonid@risch.senate.gov; farmelis@cassiaschools.org; Kyli Gough <goughk@slhs.org>; heidis@ihfa.org; herzogje@tfsd.org; hmccall@twinfallshousing.com; jamies@ihfa.org; janeygrover@churchofjesuschrist.org; jfrey@tfco.org; joseph@vavmv.org; Jonathan Spendlove <JSpendlove@tfid.org>; joe.lozano@labor.idaho.gov; Kim Lickley <kim.lickley@jeromeschools.org>; kalexander@phd5.idaho.gov; ksearle@cassiacounty.org; libbie.kahin@dhw.idaho.gov; kara@unitedwayscid.org; marvnh@yahoo.com; Maria Contreras <mcontreras@fhsid.org>; mkrausse@idoc.idaho.gov; Matthew Long <mlong@tfid.org>; samantha_marshall@crapo.senate.gov; noemi@vavmv.org; Stephanie Potter <stephanie.potter@thefoundationsprogram.org>; patszot@gmail.com; rcowen@crisisidaho.com; rjolovic@idoc.idaho.gov; Randy Wastradowski <valleyhouse.randyw@gmail.com>; sdaniels@fhsid.org; Steven Gassert <sgassert@tfid.org>; ssvf@homelessveterans.org; sunny.shaw@twinfallshousing.com; tstrong@phd5.idaho.gov; Terry Thueson <Tthueson@tfid.org>; tfwarmingcenter@gmail.com; vstotts@co.twin-falls.id.us; wates7@gmail.com; zarboolympics@yahoo.com; lhudson@phd5.idaho.gov; lorena@sccap-id.org
Subject: RE: City of Twin Falls Proposed Accessory Dwelling Unit Regulations

I'm not sure if this will be a concern in Twin Falls, but what can happen in resort destinations, is that the ADU is built and then it is utilized on a short term rental basis instead of providing housing for locals. By law, I don't think you can stipulate that it must be used as a long term rental to add to housing stock, but I'm not sure if this will even be an issue in Twin Falls. Certainly it is a concern here in Blaine County. Just something to consider!

From: Rosanna Campbell <rosanna@sccap-id.org>
Sent: Wednesday, July 23, 2025 5:21 PM
To: Will Klaver <wklaver@tfid.org>
Cc: Amanda Bates <abates@tfid.org>; admin@habitatmagicvalley.org; ana@sccap-id.org; april.s.durrant@hud.gov; Daniel Brown <dbrown@bcoha.org>; brooke.thompson@labor.idaho.gov; megan.beyer@labor.idaho.gov; Berry, Sarha (Crapo) <sarha_berry@crapo.senate.gov>; brian.dale@hud.gov; brent.reinke@tfco.org; valleyhouse.brittain@gmail.com; cconnelly@ketchumidaho.org; court noble@yahoo.com; Candace.melton@pinecrestidaho.org; Jayo, Cammie (cjayo@uidaho.edu) <cjayo@uidaho.edu>; casemanagercallie@homelessveterans.org; dave_putnam_jr@mcmxi.com; davidwilson@pmt.org; jodi.warthen-debartolo@va.gov; Justin Dimond <jdimond@tfid.org>; dynej@ihfa.org; Makenzie Searle <ellsworm@slhs.org>; elibstonemets@gmail.com; epetersen@lincidaho.org; kari_emonid@risch.senate.gov; farmelis@cassiaschools.org; Kyli Gough <goughk@slhs.org>; heidis@ihfa.org; herzogje@tfsd.org; hmccall@twinfallshousing.com; jamies@ihfa.org; janeygrover@churchofjesuschrist.org; jfrey@tfco.org; joseph@vavmv.org; Jonathan Spendlove <JSpendlove@tfid.org>; joe.lozano@labor.idaho.gov; Kim Lickley <kim.lickley@jeromeschools.org>; kalexander@phd5.idaho.gov; ksearle@cassiacounty.org; libbie.kahin@dhw.idaho.gov; kara@unitedwayscid.org; marvnh@yahoo.com; Maria Contreras <mcontreras@fhsid.org>; mkrausse@idoc.idaho.gov; Matthew Long <mlong@tfid.org>; samantha_marshall@crapo.senate.gov; noemi@vavmv.org; Stephanie Potter <stephanie.potter@thefoundationsprogram.org>; patszot@gmail.com; rcowen@crisisidaho.com; rjolovic@idoc.idaho.gov; Randy Wastradowski <valleyhouse.randyw@gmail.com>; sdaniels@fhsid.org; Sarah Seppa <seppas@slhs.org>; Steven Gassert <sgassert@tfid.org>; ssvf@homelessveterans.org; sunny.shaw@twinfallshousing.com; tstrong@phd5.idaho.gov; Terry Thueson <Tthueson@tfid.org>; tfwarmingcenter@gmail.com; vstotts@co.twin-falls.id.us; wates7@gmail.com; zarboolympics@yahoo.com;



Twin Falls Planning & Zoning Commission Minutes

Wednesday, June 4, 2025, 12:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Rui Gomes

Area of Impact: Jeff Bulkley

1) Confirmation of Quorum/Call Meeting to Order

Chairperson Campbell called the meeting to order at 12:00 PM

Members Attending: Campbell, Zimmerman, Rambur, Weatherford, Herrgesell, Bulkley

Staff Attending: Spendlove, Klaver, Green

2) Conflict of Interest Declaration

3) Consent Calendar

4) Items of Consideration

- a) Consideration of Resolution No. 2025-009 validating conformity of the "Revenue Allocation Area #4-3: First Amendment" with the City Comprehensive Plan, c/o Urban Renewal Agency of the City of Twin Falls (PZ25-0066).

Staff Presentation:

Director Spendlove presented the request for Consideration of Resolution No. 2025-009 validating conformity of the "Revenue Allocation Area #4-3: First Amendment" with the City Comprehensive Plan, c/o Urban Renewal Agency of the City of Twin Falls (PZ25-0066).

Per State Statute, the Planning and Zoning Commission is tasked with making a decision on the resolution (see attachments) validating the conformity of this URA Plan with the City Comprehensive Plan. A majority vote of the Commission will decide the outcome of this request.

The Planning and Zoning Commission is tasked with making a decision on this request, including the associated resolution.

The following options are available: approve the request, deny the request, or table the request for additional information.

Sample Motion: I move to approve Resolution 2025-008 confirming the conformity of the "Revenue Allocation Area #4-3: First Amendment" with the City Comprehensive Plan.

PZ/Questions & Comments:

- Commissioner Bulkley clarified that it is currently in an URA and they are wanting to remove a specific property.

- Director Spendlove responded that the property in question is not the same owner as the rest of the area.
- Commissioner Bulkley asked why they are wanting to remove it now.
- Director Spendlove explained the process of why they are created and why they are looked at for renewal.
- Commissioner Zimmerman asked who is asking for this.
- Director Spendlove answered that Urban Renewal is.

Discussions Followed:

Chairperson Campbell feels with them not changing zoning, not removing any rights , just allowing owner to pursue future

Commission feel staff recommendations will work for this item.

MOTION: Commissioner Bulkley moved to approve the consideration of Resolution No. 2025-009 validating conformity of the "Revenue Allocation Area #4-3: First Amendment" with the City Comprehensive Plan, c/o Urban Renewal Agency of the City of Twin Falls (PZ25-0066). Commissioner Herrgesell seconded the motion. Roll call vote showed all members present voted.

Approved 6 to 0.

5) Public Hearings

- a) Request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).

Staff Presentation:

Director Spendlove presented the request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).

Per 10-14-2, Title amendments may only be initiated by the Planning and Zoning Commission, City Council, or a property owner. This amendment was initiated by City Council in February 2018.

Per 10-14-4, Zoning amendments shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend

and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Per 10-14-5, the Commission shall hold a public hearing and make recommendations on proposed zoning amendments.

- A. Zoning Title Amendment: The commission, prior to recommending a zoning title amendment to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title. Following the commission's hearing, if the commission makes a material change from what was presented at the public hearing, further notice and hearing shall be provided before the commission forwards the amendment with its recommendation to the council.

The Commission is tasked with making a recommendation to Council on the proposed text amendment. The Commission may recommend approval, approval with conditions, denial, or table the item to a date certain.

Sample main motions:

- 1. Move to recommend approval for the proposed zoning text amendment to the Land Use Conditions chapter of Title 10 as presented;*
- 2. Move to recommend approval with conditions for the proposed zoning text amendment to the Land Use Conditions chapter of Title 10; or*
- 3. Move to table the item to a date certain of _____*

Commissioner Herrgesell left the meeting.

MOTION: Commissioner Weatherford moved to table the request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o Twin Falls (PZ24-0121). to the June 10, 2025, meeting. Commissioner Bulkley seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 0.

6) Upcoming Meeting(s)

- a) June 10, 2025

7) Adjournment

The meeting adjourned at 01:01 PM

Jody Green

Jody Green, Planning Technician



Twin Falls Planning & Zoning Commission Minutes

Tuesday, June 10, 2025, 6:00 PM

203 Main Ave East
Twin Falls, ID 83303

Members -

City Limits: Cortney Campbell, Chairperson; Tiffany Zimmerman, Vice-Chairperson; Todd Rambur; Robyn Weatherford; Kelly Herrgesell; Rui Gomes

Area of Impact: Jeff Bulkley

1) Confirmation of Quorum/Call Meeting to Order

NAME called the meeting to order at 06:00 PM

Members Attending: Zimmerman, Rambur, Weatherford, Gomes, Bulkley

Staff Attending: Spendlove, Klaver, Strickland, Ebersole, Green, Vitek

2) Conflict of Interest Declaration

3) Consent Calendar

- a) Request to approve minutes from the following meeting: May 13, 2025, and June 4, 2025.

Commissioner Bulkley made a motion to approve the consent calendar, as presented.

Commissioner Rambur seconded the motion.

4) Items of Consideration

5) Public Hearings

- a) Request for a Special Use Permit to allow an Indoor recreation facility on property located at 3227 Eldridge Ave. c/o Lisa Lekkerkerk on behalf of Eduardo Garcia and Fabiola Aguilar (PZ25-0055).

Staff Presentation:

Planner Ebersole presented the request for a Special Use Permit to allow an Indoor recreation facility on property located at 3227 Eldridge Ave. c/o Lisa Lekkerkerk on behalf of Eduardo Garcia and Fabiola Aguilar (PZ25-0055).

Approval of this special use permit would allow the applicant to construct the sports arena and operate as such.

City Code 10-4-10 states “a special use permit is required for “an indoor recreation facility” in the M-2, Heavy Manufacturing zone.

Per City Code 10-13-2-2: The Special Use Permit process requires a public hearing in which interested persons have the opportunity to be heard, with regards to the application.

The Commission shall decide on the request within thirty (30) days after the public hearing. If Conditions of Approval are placed on the permit by the Commission, the Administrator shall

Discussions Followed:

Commission feels this is a good request and R-2 will fit this property.

MOTION: Commissioner Rambur moved to approve the request for a recommendation to City Council on the appropriate zoning district for a proposed Annexation of 3.86 acres on property located at 2521 Stadium Blvd. c/o David Kemp (PZ25-0049). Commissioner Weatherford seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 0.

- i) Request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).

Staff Presentation:

Director Spendlove presented the request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ24-0121).

Per 10-14-2, Title amendments may only be initiated by the Planning and Zoning Commission, City Council, or a property owner. This amendment was initiated by City Council in February 2018.

Per 10-14-4, Zoning amendments shall be amended in the following manner:

- A. Requests for an amendment to this title shall be submitted to the commission which shall evaluate the request to determine the extent and nature of the amendment requested;
- B. If the request is in accordance with a comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures as herein provided; and
- C. If the request is not in accordance with a comprehensive plan, the request shall be submitted to the commission or, in its absence, the council which shall recommend and the council may adopt or reject an amendment to a comprehensive plan under the notice and hearing procedures provided in section 10-7-20 of this title.

Per 10-14-5, the Commission shall hold a public hearing and make recommendations on proposed zoning amendments.

- A. Zoning Title Amendment: The commission, prior to recommending a zoning title amendment to the council, shall conduct at least one public hearing in which interested persons shall have an opportunity to be heard. Notice for public hearings shall be provided as set forth in section 10-7-20 of this title. Following the commission's hearing, if the commission makes a material change from what was presented at the public hearing, further notice and hearing shall be provided before the commission forwards the amendment with its recommendation to the council.

The Commission is tasked with making a recommendation to Council on the proposed text amendment. The Commission may recommend approval, approval with conditions, denial, or table the item to a date certain.

Sample main motions:

1. Move to recommend approval for the proposed zoning text amendment to the Land Use Conditions chapter of Title 10 as presented;
2. Move to recommend approval with conditions for the proposed zoning text amendment to the Land Use Conditions chapter of Title 10; or
3. Move to table the item to a date certain of _____

Public Hearing: Opened

- Francis Alves doesn't like the "owner occupied" wording for Accessory Dwelling Unit (ADU) portion of this chapter. She feels that if the owner sells it will force the new buyer to have to remove a lot of things.

Public Hearing: Closed

Discussions Followed:

Commission wants to remove the "owner occupied" portion and the household verbiage.

MOTION: Commissioner Bulkley moved to approve the request for a recommendation for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Land Use Conditions". c/o City of Twin Falls (PZ25-0121). Commissioner Rambur seconded the motion. Roll call vote showed all members present voted.

Approved 5 to 0.

6) Upcoming Meeting(s)

- a) July 2, 2025 - Work Session - This is a public hearing
July 8, 2025.

7) Adjournment

The meeting adjourned at 10:21 PM

Jody Green

Jody Green, Planning Technician