



Twin Falls City Council Agenda

Monday, September 8, 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) Invocation
 - a) **PRESENTATION:** Greg Morton from Magic Valley Bible Church
- 4) Proclamations
 - a) **PRESENTATION:** College of Southern Idaho 60th Anniversary
- 5) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 August 18, Minutes.
By: Amy Luna, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve City Council 2025 August 25, Minutes.
By: Rachael Long, Administrative Assistant
 - c) **ACTION ITEM:** Request to approve Accounts Payable for August 21 through September 3, 2025
By: Amy Luna, Deputy City Clerk
 - d) **ACTION ITEM:** Request to approve September 3, 2025, Travel Requests.
By: Amy Luna, Deputy City Clerk
 - e) **ACTION ITEM:** Request to approve 2025 July Wells Fargo Credit Card Summary.
By: Amy Luna, Deputy City Clerk
 - f) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Rock, Paper, Scissors Tournament of Champions event.
By: Wendy Davis, Parks and Recreation Director
 - g) **ACTION ITEM:** Request to approve the Findings of Facts and Conclusions of Law for the following: PZ25-0102 - Final Plat for Cattail Subdivision
By: Jonathan Spendlove, Planning and Zoning Director
- 6) Items of Consideration
 - a) **PRESENTATION:** Formal ceremony promoting Officer Jason Haringsma to the position of Corporal, and Corporal Dallas Garner to the position of Sergeant before Honorable Mayor Pierce and the City Council.
By: Matthew Hicks, Chief of Police
 - b) **PRESENTATION:** Swearing in of Deputy Prosecuting Attorney - Mitch Benjamin
By: Bruce Castleton, City Attorney
 - c) **ACTION ITEM:** Consideration of an independent contractor agreement with Bruce Castleton of Castleton Law, PLLC for City Attorney services as defined in Idaho Code Section 50-208A.
By: Travis Rothweiler, City Manager
 - d) **ACTION ITEM:** Request to authorize the Mayor to sign the contract between the City of Twin Falls and Downtowner Holdings LLC for the operation of Ride TFT for FY 2026.
By: Mandi Thompson, Assistant to the City Manager
 - e) **DISCUSSION:** A discussion regarding the possibility of adding a short-term rental regulation to the City Code.
By: Mitch Humble, Deputy City Manager
 - f) **ACTION ITEM:** A request to authorize the use of \$1,576,167 of impact fees and cash reserves for the acquisition and development of a neighborhood park in the Eastern Sunsubdivision.
By: Mitch Humble, Deputy City Manager

- 7) General Public Input
- 8) Advisory Board Report/Announcements
- 9) Executive Session

a) ACTION ITEM:

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

10) Adjournment

Any person(s) 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.
 - The 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 PublicTestimony.
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

Resolution Recognizing the 60th Anniversary of the College of Southern Idaho

WHEREAS, the **College of Southern Idaho** was established by a vote of the citizens of Twin Falls and Jerome Counties to create a junior college district; and

WHEREAS, since its founding, CSI has been a cornerstone of education and economic development for the Magic Valley and surrounding communities; and

WHEREAS, the College has grown from an initial enrollment of 640 students in the fall of 1965 to become a comprehensive community college, offering over 110 academic and career-technical programs, and serving 17,688 students during the 2024-2025 academic year; and

WHEREAS, CSI is a crucial pipeline for the local workforce, providing skilled graduates in fields such as healthcare, technology, agriculture, and other trades; and

WHEREAS, the College plays a vital role in the cultural life of the community through its athletic programs, performing arts events, and public forums, fostering a sense of community pride and engagement; and

WHEREAS, the year 2025 marks the 60th anniversary of the College, a testament to its enduring commitment to accessible, high-quality education and its profound impact on countless lives;

NOW, THEREFORE, BE IT RESOLVED that the [County/City of _____] does hereby recognize and celebrate the 60th Anniversary of the College of Southern Idaho.

BE IT FURTHER RESOLVED THAT this body commends the faculty, staff, students, and leadership of the College of Southern Idaho for their decades of dedication to excellence in education and their unwavering service to the community.

PASSED AND ADOPTED this [Day] of [Month], 2025.

Signatories

[Name], [Title] [County/City]

[Name], [Title] [County/City]

*Office of the Mayor of the
City of Twin Falls*

Proclamation

*60th Anniversary of the
College of Southern Idaho
Fall 2025*

WHEREAS: the **College of Southern Idaho** was established by a vote of the citizens of Twin Falls and Jerome Counties to create a junior college district; and

WHEREAS: since its founding, CSI has been a cornerstone of education and economic development for the Magic Valley and surrounding communities; and

WHEREAS: the College has grown from an initial enrollment of 640 students in the fall of 1965 to become a comprehensive community college, offering over 110 academic and career-technical programs, and serving 17,688 students during the 2024-2025 academic year; and

WHEREAS: CSI is a crucial pipeline for the local workforce, providing skilled graduates in fields such as healthcare, technology, agriculture, and other trades; and

WHEREAS: the College plays a vital role in the cultural life of the community through its athletic programs, performing arts events, and public forums, fostering a sense of community pride and engagement; and

WHEREAS: the year 2025 marks the 60th anniversary of the College, a testament to its enduring commitment to accessible, high-quality education and its profound impact on countless lives.

THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby does hereby recognizes and celebrates the 60th Anniversary of the College of Southern Idaho; and

BE FURTHER RESOLVED THAT this body commends the faculty, staff, students, and leadership of the College of Southern Idaho for their decades of dedication to excellence in education and their unwavering service to the community.

*In witness whereof we have hereunto set our
hand and caused this seal to be affixed this 8th
day of September.*

Ruth Pierce, Mayor
City of Twin Falls

Amy Luna
Deputy City Clerk



Twin Falls City Council Minutes

Monday, August 18, 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: Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Fire Chief Mitchell Brooks, Police Chief Matt Hicks, CFO Breanna Howard, Planning & Zoning Director Jonathan Spendlove, City Planner William Klaver, Administrative Assistant Rachael Long, Deputy City Clerk Amy Luna.

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

2) Pledge of Allegiance

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

3) Consent Calendar

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Reid** 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 August 11, Minutes.
- b) Request to approve Accounts Payable for August 07-13, 2025.
- c) Request to approve August 13, 2025, Travel Requests.
- d) Request to approve 2025 June Wells Fargo Credit Card Summary.
- e) Request to approve the Special Event Permit for the organizers of the People for Pets event.
- f) Request to approve Finding of Facts and Conclusions of Law for the following: PZ25-0015 - Annexation PZ25-0090 - Final Plat - Sundance Subdivision No. 4

4) Items of Consideration

- a) A request to authorize the use of \$159,637.84 of cash reserves from the respective funds as needed to fund the City of Twin Falls Health Plan Trust.

CFO Howard made a request to authorize the use of \$159,637.84 of cash reserves from the respective funds as needed to fund the City of Twin Falls Health Plan Trust.

Discussion ensued as follows: None.

MOTION: Council Member Vollmer moved to approve the request to use \$159,637.84 of cash reserves from the respective funds as needed to fund the City of Twin Falls Health Plan Trust. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request to adopt ordinance #O-2025-013 for Annexation on property located at 4100 N2700 E.

P&Z Director Spendlove requested to adopt **Ordinance #O-2025-013** for Annexation on property located at 4100 N 2700 E.

Discussion ensued as follows: None.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put **Ordinance #O2025-013** on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voting in favor of the motion.
Approved 7 to 0.

Mayor Pierce read **Ordinance #O-2025-013** by title only.

MOTION: Council Member Reid moved to approve the request to adopt **Ordinance #O-2025-013** for Annexation on property located at 4100 N 2700 E. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

5) General Public Input

6) Advisory Board Report/Announcements

Council Member Reid gave a huge thank you to the Airport Airshow Planning Committee for their work on the Air Show.

Council Member Hawkins also thanked the Airport and advised about the "State of the City Breakfast" on Wednesday, September 3, 2025, from 7-9am.

Mayor Pierce reported on the visit from Senator Mike Crapo and what he is doing for affordable housing.

Deputy City Manager Humble talked about the State of the City Breakfast, the Labor Day holiday and that there will not be a council meeting on September 2nd, 2025.

7) Public Hearings

- a) 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).

P&Z Director Spendlove & Planner Klaver requested 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).

City Attorney Castleton spoke about the request.

Discussion ensued as follows:

Mayor Pierce: Asked for clarification on the temporary signs.

Council Member Reid: Asked what some of the other cities that have done this have done. Also, about enforcement.

Council Member Vollmer: Asked for clarifications.

Public Hearing Opened: 5:55 pm.

Citizen Mark Jones: Spoke about the sign size for undeveloped property.

Citizen Rob Adolf: Spoke against the request as is.

Citizen Shellien Gilliland: Spoke against the request as is.

Citizen Justin Winson: Spoke against the request as is.

Discussion ensued as follows:

Mayor Pierce: Gave some directions and a list of items to discuss.

P&Z Director Spendlove: Gave some clarifications.

Council Member Reid: Asked for additional clarification.

Council Member Cutler: Gave additional clarifications.

Mayor Pierce: What if there are no sidewalks?

Council Member Stone: Does this conform to all the case studies?

Deputy City Manager: Asked about the celebratory sign issue.

Council Member Cutler: Asked for some clarification.

City Planner Klaver: Gave clarification on the sign sizes proposed.

Public Hearing Closed: 6:19 pm.

Discussion ensued as follows:

Council Member Stone: What are the regulations for sight triangles? **Council Member Reid:** Discussed some things that he would like to add. **Vice Mayor Brown:** Gave some input.

Council Member Vollmer: Asked for clarification on setbacks.

Mayor Pierce: What is the current setback?

Deputy City Manager: Reported the current setback as being 10' from the street.

Council Member Reid: Asked for clarification on the size of the signs.

Council Member Stone: Asked for clarification on the table numbers.

MOTION: Council Member Reid moved to change the maximum individual sign size from 16 square feet to 32 square feet for residential districts. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

MOTION: Council Member Reid moved to direct staff to work on a 4th footnote for undeveloped, plated properties, to increase the sign square footage and come back to council with a proposal. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

MOTION: Council Member Reid moved to remove footnote two and remove the 3-foot setback and return to Council with a proposal. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

MOTION: Council Member Vollmer moved to approve with conditions the proposed zoning text amendment to the Sign Regulations chapter of Title 10. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request for a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Zoning Actions" and "Appendix: Definitions". c/o City of Twin Falls (PZ24-0121).

P&Z Director Spendlove & Planner Klaver requested a Zoning Title Amendment to repeal and replace Title 10. Items to include are regulations pertaining to "Zoning Actions" and "Appendix: Definitions". c/o City of Twin Falls (PZ24-0121).

Discussion ensued as follows:

Council Member Vollmer: Why wouldn't just the appeals come to the Council?

Council Member Reid: Liked this idea.

Council Member Stone: Agreed with this idea.

Mayor Pierce: Agreed with this idea.

Council Member Vollmer: Gave some clarification.

Council Member Reid: Agreed with shortening the decision times.

Mayor Pierce: Asked for some clarification.

Council Member Hawkins: Liked the idea of not having the second public hearing.

Mayor Pierce: Asked for some examples.

Council Member Stone: Asked for clarification.

Public Hearing Opened: 7:12 pm

Mark Jones: spoke about state-level timeframes.

Public Hearing Closed: 7:14 pm

Discussion ensued as follows: None.

MOTION: **Vice Mayor Brown** moved to approve the proposed zoning text amendment to the Zoning Actions & Definition chapters of Title 10 as presented. **Council Member**

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

8) Executive Session

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

Vice Mayor Brown moved to adjourn to Executive Session § 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

9) Adjournment

Adjourned into executive session at 07:16 PM. Regular meeting adjourned at 7:40 PM.

Amy Luna, Deputy City Clerk

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



Twin Falls City Council Minutes

Monday, August 25, 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, Council Members Craig Hawkins, Christopher Reid, Spencer Cutler, and Cherie Vollmer on Teams

Absent: Grayson Stone

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, Planning and Zoning Director Jonathan Spendlove, Senior Planner Will Klaver, Assistant to the City Manager Mandi Thompson, City Financial Officer Breanna Howard, Desktop Support Analysis Kim Hafer, Public Works Director Josh Baird, Assistant Public Works Director Erin Steel, Parks and Recreation Director Wendi Davis, Economic Development Director Shawn Barigar, Budget Coordinator Mathew Farnes, Aquatics Director Jon Pauley, City Engineer Troy Vitex, Library Director Tara Bartley

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

2) Pledge of Allegiance

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

3) Consent Calendar

MOTION: Vice Mayor Brown moved to approve the Consent Calendar as presented. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 4 to 0.

- b) Request to approve Accounts Payable for August 14-20, 2025.
- c) Request for approval of a Final Plat for the Cattail Subdivision, consisting of six (6) lots on approximately 5.59 acres located at the 1600 block of Mountain View Drive, care of EHM Engineers, Inc., on behalf of David Thibault, Northeast Investments, LLC. (PZ25-0102)
- d) Request City Council approve the Special Event Permit for the organizers of the Falls 2 Falls run.
- e) Request City Council to approve the Special Event Permit for the organizers of the ERC Lunch.
- f) Request City Council approve the Special Event Permit for the organizers of the Bands at the Bridge
- g) Request City Council to approve the Special Event Permit for the organizers of the 9/11 Memorial.
- h) Request City Council to approve the Special Event Permit for the organizers of the Rim2Rim for Homes 2025.
- i) Request City Council approve the Special Event Permit for the organizers of the Dani Bates XC Race.
- j) Request City Council to approve the Special Event Permit for the organizers of the Latino Fest 25.

4) Items of Consideration

- a) Update on the development of the Rock Creek Restoration Master Plan and public engagement by Jacobs Engineering and GGLO.
Assistant to the City Manager, Thompson introduced Jacobs Engineering and GGLO to go over the development of the Rock Creek Restoration Master Plan and public engagement.

Mayor Pierce thanked Jacobs Engineering for their presentation.

- b) Request to use water reserve funds, not to exceed \$150,000, to procure professional services to investigate the Canyon Springs Pump Station and adjacent water supply corridor.
Public Works Director Baird requested to use water reserve funds, not to exceed \$150,000, to procure professional services to investigate the Canyon Springs Pump Station and adjacent water supply corridor.

City Manager Rothweiler gave a briefing about how the bond would work to pay for the new water master plan.

Discussion ensued on the following:

Council Member Reid gave positive feedback about this and that this is nothing new. They knew it was coming up.

MOTION: Vice Mayor Brown moved to approve the request to use water reserve funds, not to exceed \$150,000, to procure professional services to investigate the Canyon Springs Pump Station and adjacent water supply corridor. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- c) Request to adopt ordinance #O-2025-015 for Annexation on property located at the 500 block of South Hills Rd.

Planning and Zoning Director Jonathan Spendlove requested to adopt ordinance #O-2025-015 for Annexation on property located at the 500 block of South Hills Rd.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #O-2025-015 on third and final reading by title only. **Council Member Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voting in favor of the motion. Approved 5 to 0.

Mayor Pierce read Ordinance #2025-015 by title only.

Discussion ensued on the following: None

MOTION: Council Member Hawkins moved to approve the request to adopt ordinance #O- 2025- 015 for Annexation on property located at the 500 block of South Hills Rd. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- d) Request to adopt ordinance #O-2025-016 for Annexation on property located at the 1400 block of Sunway Dr N (aka 2700 East).

Planning and Zoning Director Jonathan Spendlove requested to adopt ordinance #O-2025-016 for Annexation on property located at the 1400 block of Sunway Dr N (aka 2700 East).

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #O-2025-016 on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voting in favor of the motion. Approved 5 to 0.

Mayor Pierce read Ordinance #2025-016 by title only.

Discussion ensued on the following: None

MOTION: Council Member Reid moved to approve the request to adopt ordinance #O-2025- 016 for Annexation on property located at the 1400 block of Sunway Dr N (aka 2700 East). **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- e) Request to approve the Guaranteed Maximum Price (GMP) of \$2,239,615 for the remodel and addition to the City Pool.

Deputy City Manager Humble requested to approve the Guaranteed Maximum Price (GMP) of \$2,239,615 for the remodel and addition to the City Pool.

Discussion ensued on the following: None

MOTION: Vice Mayor Brown moved to approve the request to approve the Guaranteed Maximum Price (GMP) of \$2,239,615 for the remodel and addition to the City Pool. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- f) A request to approve a letter of intent from Wireless Edge Consultants, LLC to purchase the former Fire Station Number 3 property from the City for \$730,000.

Deputy City Manager Humble requested to approve a letter of intent from Wireless Edge Consultants, LLC to purchase the former Fire Station Number 3 property from the City for \$730,000.

Discussion ensued on the following:

Vice Mayor Brown was non-responsive, which allowed us to have negotiations with others and support going with this bid.

MOTION: Vice Mayor Brown moved to approve the request to approve a letter of intent from Wireless Edge Consultants, LLC to purchase the former Fire Station Number 3 property from the City for \$730,000. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

5) General Public Input

Maria Hernandez thanked City Manager Rothweiler for everything he is doing for the City.

Amanda Lyda spoke about the Eastland project and reminded the city of some issues that need to be addressed before it finishes.

Bill Martin about how bad the graffiti is around their homes and what the rules are or what the city can do about it.

6) Advisory Board Report/Announcements

Mayor Pierce reminded everyone there is no council next week for Labor Day and the 9-11 ceremony will happen again this year. The State of the City Address is September 3.

City Manager Rothweiler mentioned the ERC lunch coming up on Sept 4 at noon in the park.

7) Public Hearings

- a) Request for approval of the FY 2025 Community Development Block Grant (CDBG) Annual Action Plan and the 2025-2029 Consolidated Plan. (PZ25-0089)

Planning and Zoning Director Spendlove requested approval of the FY 2025 Community Development Block Grant (CDBG) Annual Action Plan and the 2025-2029 Consolidated Plan. (PZ25-0089).

Public Hearing Opened: 6:24 pm

Public Hearing Closed: 6:25 pm

Discussion ensued on the following:

Council Member Hawkins asked if they had an estimation of how many parking spots they would lose.

Mayor Pierce asked for clarification about if they approve this tonight. Does it mean the design is a done deal?

MOTION: Council Member Reid moved to approve the request to approve of the FY 2025 Community Development Block Grant (CDBG) Annual Action Plan and the 2025-2029 Consolidated Plan. (PZ25-0089). **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0.

- b) A public hearing on the use of \$324,980 of Forgone Revenue in the 2025-2026 Fiscal Year (FY 2026) to cover ongoing operation and maintenance costs, beginning on October 1, 2025, and ending on September 30, 2026.

City Manager Rothweiler presented a public hearing on the use of \$324,980 of Forgone Revenue in the 2025-2026 Fiscal Year (FY 2026) to cover ongoing operation and maintenance costs, beginning on October 1, 2025, and ending on September 30, 2026.

Public Hearing Opened: 6:28 pm **Public**

Hearing Closed: 6:29 pm **Discussion**

ensued on the following:

Frances Avles addressed City council that she would like to see this extra money go towards the light at the Pickle ball courts at Harmon.

City Manager Rothweiler addressed the citizen, letting her know that we have to use this money for operation costs only.

MOTION: Council Member Reid moved to approve the request to use \$324,980 of Forgone Revenue in the 2025-2026 Fiscal Year (FY 2026) to cover ongoing operation and maintenance costs, beginning on October 1, 2025, and ending on September 30, 2026. **Vice Mayor**

Brown seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) A public hearing on the FY 2025-2026 Budget for the City of Twin Falls, Idaho
City Manager Rothweiler requested to approve Ordinance #2025-014 and to approve the FY 2025-2026 Budget for the City of Twin Falls, Idaho.

Public Hearing Opened: 6:47 pm Public
Hearing Closed: 6:48 pm

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #2025-014 on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Mayor Pierce read Ordinance #2025-014 by title only.

Discussion ensued on the following:

Council Member Reid thanked all staff for putting the budget together.

Mayor Pierce brought up that we figure out how to fund the dog park and the pickle ball court lights.

Vice Mayor Brown brought up that he would like to hire an engineer to help Parks with some of their projects.

MOTION: Council Member Reid moved to approve the request to approve the FY 2025-2026 Budget for the City of Twin Falls, Idaho. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

8) Executive Session

- a) Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

City Manager Rothweiler requested to convene Executive Session 74206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;

MOTION: Vice Mayor Brown moved to convene to Executive Session 74206(1)(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

9) Adjournment

Adjourned into executive session at 06:55 PM. The regular meeting adjourned at 7:05 PM.

Rachael Long, Administrative Assistant

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



Council Agenda Information

Review

Approval Process:

Consent of the City Council. This event does meet the requirements for a Special Event Permit as outlined in City Code 3-6-2

- (A) Is expected to draw five hundred (500) or more persons at any session as participants or spectators and is proposed to be held at a park;
- (B) Impacts city streets, sidewalks, parks and common areas, or city resources;
- (C) Unless otherwise permitted to do so, propose to sell or serve alcohol publicly; or
- (D) Intends to broadcast amplified sound or generate unusual noise.

Streets



Streets Recommends *

- ☐ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Streets *

Engineering



Engineering Recommends *

- ☐ Permit this application as is.
- ☒ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Engineering *

Must submit a PSA to the City of Twin Falls Engineering Department 5 business days before the event. Also, make sure there is an access to emergency vehicles during the event,

Planning and Zoning



Planning and Zoning Recommends *

- ☒ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Planning and Zoning *

Electrical



Electrical Recommends *

- ☒ Permit this application as is.
- ☐ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Electrical *

Police



Police Recommends *

- ☐ Permit this application as is.
- ☒ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Police *

Will need two off duty TFPD officers for security for this event.

Fire



Fire Recommends *

- ☐ Permit this application as is.
- ☒ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Fire *

If a tent or series of tents tied together creates a space that is larger than 400 SF, then a tent permit will be required from the TFFD, Fire Sta. 1.

Parks



Parks Recommends *

- ☐ Permit this application as is.
- ☒ Permit this application with the following conditions/comments.
- ☐ Reject this application for the following reasons.

Comments, requests and requirements from Parks *

Parks Supervisor, Nibardo Orozco: Please do not park in the commons area. Please clean up after your event as there has been issues with chocolate, cereal, confetti, and candy left in the past.

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1
2	Additional park fees will be assessed by the Parks Dept.	\$0.00	0

Total Due *

\$0.00

Special Event Departments *

Which departments should be asked to review this application?

- ☒ Streets
- ☒ Engineering
- ☒ Planning and Zoning
- ☒ Electrical
- ☒ Police
- ☒ Fire

Reviewer Name *

Stacy McClintock

Initial Questions

Will you be using a Park Facility (City Pool and Ballfields included), City Trail, or Downtown Commons/Main Street? *

☒ Yes ☐ No

Type of Event *

Please select all that apply

- ☐ Car Show
- ☐ Carnival/Fair
- ☐ Dance
- ☐ Concert/Performance
- ☐ Exhibits/Miscellaneous
- ☐ Festival
- ☐ Parade
- ☐ Picnic/Family Gathering
- ☐ Pool Reservation
- ☐ Run/Walk/Race
- ☐ Special Attraction
- ☐ Street Fair
- ☐ Tournament (Sport Field/Court)
- ☒ Other

Charity Rock Paper Scissors tournament

Estimated Number of Attendees *

200

50+ requires permission
250+ requires waste plan
500+ is a special event

Will there be amplified or unusual sound at your event? *

☒ Yes ☐ No

Will your event impact or require any street closure? *

☒ Yes ☐ No

Will alcohol be sold or served publicly at your event? *

☒ Yes ☐ No

Will there be tents, canopies, or other temporary structures? (includes inflatables) *

☒ Yes ☐ No

Provide a description of tents or structures.

No water features allowed. Tent stakes must be less than 12". Fire inspection may be required.

4- 10x10 canopy tents, 1-10x20 canopy tent with weights, no stakes used

Will there be vendors selling goods or services at this event (including lessons or paid activities)? *

☒ Yes ☐ No

Will you be driving vehicles into the park or parking on the grass or in the park? *

☒ Yes ☐ No

Will your event require access to or use of the park after hours? (before 6am or after 11pm) *

☐ Yes ☒ No

Will you be camping overnight in any park facility? *

☐ Yes ☒ No

Will you be operating any type of motorized vehicle on any of the trail system? *

☐ Yes ☒ No

Will you be riding bicycles on any area of the park other than a paved road or trail designated for that purpose? *

☐ Yes ☒ No

Will bicycles or vehicles operate at a rate of speed exceeding fifteen (15) miles per hour? *

☐ Yes ☒ No

Will you have horses or other animals at the event? (other than dogs) *

☐ Yes ☒ No

Will there be hot air balloon(s)? *

☐ Yes ☒ No

Do you plan to scuba dive in designated swim area at Dierkes Lake? *

☐ Yes ☒ No

Will you need to park any vehicles or equipment 1 ½ ton capacity or more in any park parking lots? *

☐ Yes ☒ No

Will you require power? (There may an additional fee for power) *

☒ Yes ☐ No

Contact Information

Event Organizer

First Name *

Angela

Last Name *

Wells

Onsite Contact

First Name *

Angela

Last Name *

Wells

Event Information

Event Name *

Rock Paper Scissors Tournament of Champions

Event Location (Park or Facility Requested)

Downtown Commons Area

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☐ One Time Event

☐ Recurring over several weeks/months

Event Description *

First Federal will hold its annual Rock Paper Scissors tournament to raise money for local charities. Individuals will represent local businesses by competing in a fast-paced tournament until a winner is chosen.

[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

Download this provided template and add your layout. Upload your completed layout below.

Event Map *

Road Work Ahead RPS 2025.pdf

310.58KB

Road Work Ahead RPS Road Closure Map.pdf

617.39KB

Set-up Time Start *

09/18/2025 10:00:00 AM

Set-up Time End *

09/18/2025 05:00:00 PM

Event Time Start *

09/18/2025 05:00:00 PM

Event Time End *

09/18/2025 08:00:00 PM

Take Down Time Start *

09/18/2025 08:00:00 PM

Take Down Time End *

09/18/2025 10:00:00 PM

Important, PLEASE READ: Full payment of all fees, map of event layout and liability insurance (if applicable) must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received with annual events (3 years or more) given first consideration.

Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? *☒ Yes ☐ No

*Food Concession and Commercial Activity Permit will be required
Handwashing stations may be required by Health Department
Agreement and fees may be required*

Will you have keg beer at your event? *☒ Yes ☐ No

Keg Permit will be required

Will your event utilize signs, banners, flags, etc.? *☒ Yes ☐ No

Definitions

*A "banner sign" is a temporary sign having characters, letters, or illustrations applied to plastic, cloth, canvas, or other similar material, with the only purpose of such nonrigid material being for background.

*A "sandwich board sign" is a temporary sign that is generally constructed in such a manner as to form an "A" like shape or is constructed with a base and single upward sign face, forming an upside down "T" but not permanently attached to the ground.

- Sandwich board signs are allowed within multi-tenant developments. Only 1 allowed per business.
- Sandwich board signs shall be located not more than ten feet (10') from the door of the business.

*A Community Event Sign announces a campaign, drive activity or celebration of a civic, political, public, philanthropic, religious or educational organization for noncommercial purposes. Community Event signs are allowed off premise but permission from the owner of the property where the sign will be located is required prior to issuance of a permit. Please provide a list of the locations of where any off premise signs will be located.

*May not be larger than 64 sq. ft. in size with a maximum height not to exceed 10 ft.

*An "inflatable sign" is a temporary ground mounted sign that is manufactured of plastic, cloth, canvas, or other light fabric, inflated with air and held upright, typically by mechanical means.

*The minimum setback from the road right of way shall be one and one-half (1-1/2) times the height of the sign.

A sign permit may be required from the Planning and Zoning Department.

Will your event generate any type of waste? *

☒ Yes ☐ No

Is this an ongoing or seasonal request? *

☐ Yes ☒ No

Will your event include pyrotechnics or fireworks? *

☐ Yes ☒ No

Notification

Event organizers are required to notify any nearby property owners who may be impacted by the holding of their special event. This notification must be made in writing and be given to said property owners no less than fourteen (14) days prior to the planned event. The special event permit will not be issued unless this requirement has been met. The written notice must include the following information:

- Date and time of special event
- Location of the event
- Additional areas affected by the event
- Type of event
- Planned road or parking lot closures
- Noise considerations (loud music, etc.)
- Estimated number of attendees

Notification Acknowledgement *

☒ I have read and understand this requirement

Insurance

It is the responsibility of the special event organizer(s) to secure and provide a **COMMERCIAL GENERAL LIABILITY** insurance policy that covers the planned special event. This policy must provide coverage of no less than \$500,000 combined single limit per occurrence. This insurance policy must include a rider for alcohol if it is to be sold, provided or consumed. Insurance requirements may be increased upon demand of the Twin Falls City Attorney, Twin Falls City Risk Manager and/or other local government entities with jurisdiction.

Each policy shall be written as a primary policy, not contributing to, or in excess of, any coverage which the City may carry. A certificate of Insurance naming the City of Twin Falls as additionally insured and as the certificate holder must be provided with this application. Failure to provide insurance coverage will immediately terminate special event application or approval.

Insurance Documents

MV RPS 2025 Certificate of Liability Insurance.pdf

313.17KB

Security

As an event organizer, you are required to provide a safe and secure environment for your event. This is accomplished through pre-planning and anticipation of problems or concerns related to event activities.

Most major events require the services of approved security (either paid professional security or a law enforcement agency). The Special Events Coordinator/Sergeant will evaluate each event application and determine the necessity of and type of security. Police Officers may be required depending on the scope of event.

The organizer may also be required to provide additional services (lost child booth, trained medical personnel, etc.) at the discretion of the Special Events Coordinator.

Alcohol

Alcohol sold or dispensed at special events must be done so by an established business with a current Alcohol License issued by the State of Idaho. Additionally, said business will be required to secure a City of Twin Falls Catering Permit from the Twin Falls City Clerk's Office. The catering permit must be properly issued and a copy be given to the Special Events Coordinator no less than two (2) weeks prior to the start of the event. The licensing fee for a City of Twin Falls catering permit is \$20.00 per day and is separate from any other application fees.

Alcohol/Beer Gardens:

All events serving alcohol within City owned property will be required to establish a beer garden for consumption. The beer garden shall be fenced, allowing for a single entry/exit point which is to be manned by employees at all times. All patrons consuming alcohol are required to present photo identification to verify age before admittance into the garden. Additionally, all patrons will be issued a wristband to be worn on the right wrist for easy verification. Carrying alcoholic beverages in or out of the beer garden is prohibited. Consuming alcoholic beverages will not be permitted in any other locations of the event.

Twin Falls City Code 8-3-7(F) prohibits the possession or use of glass beverage containers inside any city park. Therefore, glass containers are prohibited for use during special events.

The provisions and standards provided in this section may be modified depending on size, scope, location and time of the event. Modifications must be requested through the Special Events Coordinator and approved by the Special Events Committee.

Restrictions and Signature

Please be aware of the following restrictions:

- Fires are allowed in fireplaces or grills only.
- Dogs must be on leash in parks, with the exception of Baxter Dog Park.
- Dogs are prohibited in the grassy park area of Dierkes Lake Park.
- Alcohol is prohibited at Dierkes Lake Park, Sunway Soccer Fields, First Federal Park & St Luke's Shelter, Oregon Trail Youth Complex, and Sawtooth Softball Fields. Water slides, inflatable water features and dunk tanks are prohibited.
- Hours for amplified music are Mon—Fri 11am-9pm, Sat 8am-9:30pm, Sunday 12:15pm-8pm.

The following are prohibited in parks and on trails:

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives

- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas
- Climbing trees
- Damaging, cutting, removing, or attaching anything to any trees or plants
- Digging or disturbing grass or natural landscape
- Walking or standing on monuments, fountains, railings, fences, or other features not designed for such use
- Disfiguring or removing any buildings or park amenities
- Endangering the safety of others
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.

2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.

3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

****Based on the details of your event, a parks use permit might be issued. By signing below, I agree that this permit may be revoked for reasons outlined above. I further agree that this permit will be revoked if it conflicts with any lawful order issued by a Federal, State, or local government agency, including orders issued in response to the COVID-19 pandemic.**

By signing this application, I certify that the information contained in the foregoing application is true and correct to the best of my knowledge. I understand that this application is made subject to the rules and regulations established by the Twin Falls City Council. I further agree to abide by these rules, and further certify that I, on behalf of the Host Organization, am authorized to commit that organization, and therefore agree to be financially responsible for any costs and fees that may be uncured by, or on behalf of, the Special Event to the City of Twin Falls.

Signature *

Angela Wells

Name *

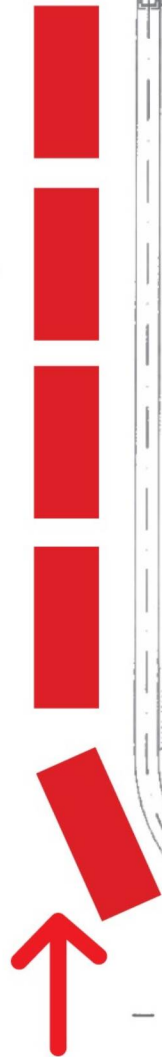
Angela Wells

Date *

03/27/2025



Main Ave S



Cotton
Candy
Kids

PHOTO
BOOTH

MME

Chairs

STAGE

10x10

BEER GARDEN

10x20

10x10

10x10

RED

KOTO

TRUCK & TRAILER

Hansen St E

Food Trucks & Trailers

Please approach
from this direction.

Park in the street in
the order you arrive.

Make sure to keep
one lane open for traffic.

Thank you!



FIRSFED-06

JFISCUS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 26480 HUB International Mountain States Limited 157 River Vista Place PO Box 5099 Twin Falls, ID 83303-5099	CONTACT NAME: Jennifer Fiscus, CIC, CRIS, AFIS PHONE (A/C, No, Ext): (208) 737-6435 FAX (A/C, No): E-MAIL ADDRESS: Jennifer.Fiscus@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Company INSURER B : Great American Alliance Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED First Federal Savings Bank of Twin Falls Attn: Cindy Seaman PO Box 249 Twin Falls, ID 83303	NAIC # 16691 26832

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	X		PAC340442105	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EB EACH EMPLOYEE \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB340442404	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured as required by written contract, for Rock Paper Scissors Tournament 2025

CERTIFICATE HOLDER

CANCELLATION

City of Twin Falls
321 2nd Ave East
Twin Falls, ID 83301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

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

This matter having come before the City Council of the City of Twin Falls, Idaho on August 25, 2025, for consideration of the final plat of the Cattail Subdivision, approximately 5.59 (+/-) acres located at the 1600 block of Mountain View Drive, and the City Council having heard testimony from interested parties, having received written Findings from the Planning and Zoning Commission and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has requested approval of the final plat of the Cattail Subdivision, approximately 5.59 (+/-) acres located at the 1600 block of Mountain View Drive,.
2. The property in question is zoned C-1 pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use/Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
3. The existing neighboring land uses in the immediate area of this property are: to the north, C-1/Canyon Village; to the south, C-1/Canyon Village;; to the east, C-1/Canyon Village;; to the west, R-4/Eastpark ZDA.
4. The City Engineering Office has reviewed the final plat and has approved the proposed street accesses and public utility extensions, subject to availability of such services at the time of development. The developer will pay all costs of public improvements, including but not limited to streets, curb gutter and sidewalks, sewer, water and pressurized irrigation systems. The proposed development includes dedication of additional right-of-way in compliance with the Master Street Plan.

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

CONCLUSIONS OF LAW

1. The final plat of the Cattail Subdivision, approximately 5.59 (+/-) acres located at the 1600 block of Mountain View Drive, is in conformance with the objectives of the zoning ordinance and the policy for developments in Twin Falls City Code §10-1-4. Specifically, the land can be used safely for building purposes without danger to health or peril from fire, flood or other menace, proper provision has been made for drainage, water sewerage and capital improvements including schools, parks, recreation facilities, transportation facilities and improvements, all existing and proposed public improvements conform to the Comprehensive Plan.

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

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

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

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

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

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

DECISION

The request for approval of the final plat of the Cattail Subdivision, approximately 5.59 (+/-) acres located at the 1600 block of Mountain View Drive, is hereby granted, subject to final technical review by the City Engineer's Office and

subject to the conditions which are attached as “Exhibit No. A”, and incorporated by reference as though fully set forth herein. The applicant shall comply with all applicable requirements of the Adopted Standard Drawings, the Zoning Ordinance, and the City Code of the City of Twin Falls.

MAYOR - TWIN FALLS CITY COUNCIL

DATE

“EXHIBIT NO. A”

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standard.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comment in Engineering Memorandum dated July 29, 2025.



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Matthew Hicks, Chief of Police

PRESENTATION

Request:

Formal ceremony promoting Officer Jason Haringsma to the position of Corporal, and Corporal Dallas Garner to the position of Sergeant before Honorable Mayor Pierce and the City Council.

Time Estimate:

Ten minutes

Background:

Jason Haringsma was hired by the Twin Falls Police Department on September 26, 2022 as a Police Officer. Jason was born and raised in California and graduated from Ontario Christian High School in 1999. Prior to Jason being employed with the TFPD, he worked for the Los Angeles County Sheriffs Department for 10 years. Jason has been married to Amanda Haringsma for 19 years and they have three children, Holland, Harper, and Jacob.

Dallas Garner was hired by the Twin Falls Police Department in October of 2010 as a Communications Specialist. When a sworn officer position became available, Dallas tested and was hired as a full-time Police Officer in January 2011. Dallas was raised in Rupert, Idaho and he graduated from Minico High School in 2006. He attended Treasure Valley Community College on a two-year soccer scholarship and attained an Associate's Degree. Dallas then transferred to the University of Idaho and graduated with a Bachelor's Degree in Justice Studies. Dallas successfully attended and graduated the POST Basic Academy in 2011. He received his POST Basic Certification in 2011, his Intermediate Certification in 2014, and his advanced certification in 2017. Dallas is a member of the Twin Falls Police Department SWAT team, the range master for the firearms program, and was a member of the Special Investigations Unit from 2017-2022. He has served as a Corporal from 2022-2025. Dallas would also like to give a special shout out and appreciation to his wife and kids for putting up with him!

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Hicks will be formally promoting Officer Jason Haringsma and Corporal Dallas Garner before the City Council on September 8, 2025.

Attachments:

None



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Bruce Castleton, City Attorney

PRESENTATION

Request:

Swearing in of Deputy Prosecuting Attorney - Mitch Benjamin

Time Estimate:

10 minutes

Background:

In accordance with the statutory requirements set forth in Idaho Code 59-406, every deputy prosecuting attorney is mandated to take an official oath. This measure ensures that all public officials, including our newly appointed Deputy Prosecuting Attorney, Mitch Benjamin, are committed to upholding the principles enshrined in both the United States Constitution and the Constitution of the State of Idaho. Deputy prosecuting attorneys must fulfill this obligation by solemnly swearing to support these governing documents and faithfully executing the responsibilities inherent to their positions. The official oath represents a critical step in recognizing the integrity and accountability expected of our public servants, thereby reinforcing public trust in our city's legal framework.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

Idaho code sections 59-401 through 59-408 delineate this process.

History:

N/A

Analysis:

N/A

Conclusion:

In light of these statutory requirements and in recognition of the esteemed role Deputy Prosecuting Attorney Mitch Benjamin will play within our community, I request that the Mayor administer the oath of office. This act not only fulfills a legal obligation but reinforces the commitment of our public officers to uphold their duties with integrity. Through this ceremonial swearing-in, we further affirm our dedication to legal excellence and the upholding of justice within our jurisdiction. This occasion marks a significant milestone in public service, and by adhering to these legal protocols, we continue to foster the trust and confidence of our citizens in our city's prosecutorial process.

Attachments:

1. Oath of Office - Mitch Benjamin
2. Benjamin Mitchell resume



Office of the City Attorney
203 Main Ave E
Twin Falls, ID 83301

OATH OF OFFICE

I, MITCH BENJAMIN, DO SOLOMENLY SWEAR TO SUPPORT THE CONSTITUION OF THE UNITED STATES OF AMERICA, THE CONSTITUION AND THE LAWS OF THE STATE OF IDAHO, THE LAWS AND ORDINANCES OF THE CITY OF TWIN FALLS; AND THAT I WILL PROPERLY AND FAITHFULLY DISCHARGE THE DUTIES OF DEPUTY CITY PROSECUTOR ACCORDING TO THE BEST OF MY ABILITY.

Mitch Benjamin

Date: September 8, 2025.

Mitch Benjamin

EDUCATION

University of Idaho College of Law, Moscow, ID

May 2023

Juris Doctor

Honors: Dean's List for 4 semesters

Activities: *Idaho Law Review*

University of Idaho, Moscow, ID

May 2020

Bachelor of Science, Finance

EXPERIENCE

Twin Falls County Prosecutor's Office, Twin Falls, ID

February 2024 – July 2025

Deputy Prosecutor

Successfully litigated eleven jury trials to verdict. Negotiated in criminal mediations typically involving multiple charges parties and often jail sentences. Counseled people who have either witnessed or been a victim of a crime throughout the pendency of the case. Drafted appellate briefs, motions in limine, plea agreements, and discovery responses. Spent hundreds of hours in motion hearings, pretrial conferences, sentencings, etc.

Bonneville County Prosecutor's Office, Idaho Falls, ID

August 2023 – February 2024

Deputy Prosecutor

Managed the Juvenile caseload for Bonneville County from charging to disposition hearings. Maintained a full felony caseload, conducted every jury trial, and wrote every appellate brief.

University of Idaho College of Law, Moscow, ID

August 2021 – May 2023

Library Assistant

Manage the front desk and assist various legal affiliates with legal reference questions. Perform small projects and administrative work.

Racine Olson, PLLP, Pocatello, ID

May – August 2022

Law Clerk

Assisted attorneys with legal research, drafted motions and memorandums, sat in with clients on a variety of issues, drafted various other documents for the firm and its clients.

U.S. Department of Energy, Idaho Operations Office, Idaho Falls, ID

June – August 2021

Legal Intern

Worked with a team of attorneys on employment, ethical, environmental, and contractual issues which included writing briefs and providing summaries of legal issues and solutions.

Idaho National Laboratory, Idaho Falls, ID

June – August 2019

Economics Intern

Researched economically sound solutions to protect critical infrastructure (nuclear power plants). This included the production of a literature review and detailed graphs and models.

VOLUNTEER AND COMMUNITY SERVICE

Ability Experience, volunteer

2018 – 2020

Helped raise money through events such as T-shirt sales and a cyclothon to support the Ability Experience as well as promote better dialogue toward the differently abled.

United Way, volunteer

2014 – 2016

Corresponded and assisted in projects such as book drives, charity concerts, and other events at the Idaho Falls Zoo.



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Consideration of an independent contractor agreement with Bruce Castleton of Castleton Law, PLLC for City Attorney services as defined in Idaho Code Section 50-208A.

Time Estimate:

The item will take approximately 5 minutes in addition to time needed for answering questions.

Background:

Approval Process:

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

Budget Impact:

Regulatory Impact:

Idaho Code §50-208A states: 50-208A. DUTIES OF CITY ATTORNEY. (1) The city attorney shall be the legal advisor of the municipal corporation, may represent the city in all suits or proceedings in which the city is interested, and shall perform such other duties as may be prescribed by ordinances and resolutions duly passed. Nothing herein, however, shall preclude any city from employing alternative additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county prosecutor including, but not limited to, granting immunity to witnesses.

History:

Analysis:

Conclusion:

Staff recommends that Council approval of the Agreement with Bruce Castleton of Castleton Law, PLLC and authorize the Mayor to sign the documents.

Attachments:

1. Castleton Law Legal Services Agmt (Twin Falls City Attorney) 2025-07-26



LEGAL SERVICES AGREEMENT

THIS AGREEMENT is a contract between you, as the client, and Bruce Castleton of the firm Castleton Law PLLC. This Agreement sets forth the terms of our representation of your legal interests, including information about our fees and billing procedures.

SCOPE OF REPRESENTATION: The firm shall provide all legal services necessary to perform the duties and functions of a City Attorney for the City of Twin Falls, Idaho, as specified for that office by Idaho Statute and the Twin Falls Municipal Code. The scope of legal services to be provided includes, but is not limited to, supervision of the City Attorney Office. This scope specifically excludes water disputes and work related to urban renewal matters.

DURATION OF AGREEMENT: This Agreement shall be in effect from the date of execution of this Agreement through October 1, 2026. This duration may be extended in writing by both parties. Moreover, termination of this agreement shall be valid as specified below.

FEES: Our fees for services are based upon a variety of factors. In assessing fees for legal services, the Idaho Rules of Professional Conduct require lawyers to consider several factors. These factors include the time and labor required, the novelty and difficulty of the issues involved, the skill needed to adequately perform the services, the amount of money at stake, the results obtained, the time limitations imposed by the client or by circumstances, the length and nature of the professional relationship with the client, and the experience, competence, and reputation of the lawyer(s) performing the services. In some cases, such as in the incorporation of a business or the preparation of some real estate contracts and other business matters, fees may be established on a flat-fee basis. In most situations, however, the fees for services are based primarily on the actual amount of time that an attorney is required to spend on your behalf, including telephone calls, office conferences, document preparation and review, research, court appearances, and travel time, etc. This Agreement will advise you of the initial hourly rate which you will be charged, as reflected on the attached Exhibit "A" to this Agreement. This rate may be increased by the firm, and you will be notified in your billing statement.

Where appropriate, this firm employs law clerks and paralegals to research legal issues, conduct factual investigations, organize documentation and other evidence, and for other matters. Your attorney may determine that it is in your best interest to utilize the law clerk and/or paralegal in your case. In most cases, legal fees will be reduced by using the law clerk and/or paralegal, because the hourly rate is less than the attorney's rate. Both the paralegal and the law clerk's current hourly rate will also be reflected on the attached Exhibit "A," which also may be adjusted in the future.

In some cases, your attorney may give you an estimate as to the amount of fees and costs which will be incurred in a particular matter. Please remember that this is only an estimate, and that the fee will depend primarily upon the time which the attorney is required to spend on your case, and the other factors as outlined above.

You may be requested to pay a retainer in advance. The retainer required in this case is:

X No Retainer.

☐ **Pay down retainer.** This money deposited in the firm's Trust Account will be used to pay monthly fees and costs incurred. If it is depleted, additional funds may be required before further legal representation can occur.

☐ **"Evergreen" Retainer.** Unless you and the firm have made other arrangements, we will deposit the retainer in the firm's Trust Account. Under this trust arrangement, the firm will not pay down your retainer as it earns fees. Rather, the firm will maintain the retainer as security for any monthly fees or costs that remain unpaid. You will be responsible to keep monthly fees paid. Interest on the Trust Account is paid to the Idaho State Bar Foundation to fund and support legal aid associations and programs to benefit the legal system. If, at the end of the representation there is a balance on your retainer, the firm will refund that money to you, even if someone else actually paid the retainer in the first place. If the firm cannot locate you, the firm will use up to 50 percent of the balance trying to find you. If the firm still cannot locate you, it will donate the money to the Idaho Law Foundation.

COSTS: In addition to the fees, you will also be billed for out-of-pocket expenses, such as court filing fees, court reporter fees, long distance telephone charges, copy expenses, facsimile charges, research charges, mailing costs, travel expenses, investigation fees, expert fees, and similar charges that may be incurred in connection with our representation of your interests. These costs represent out-of-pocket expenses necessary to render the services requested. Unless otherwise agreed to, this firm will request the reimbursement of these expenses which have been incurred or paid on your behalf.

CLIENT BILLING: We will submit a monthly billing statement to you which sets forth the fees and costs in all cases except in contingent fee and flat rate cases. Statements will be mailed to you on the first day of each month for services performed and costs incurred during the previous month. These statements are due and payable in full upon receipt. Unless the firm's statements are paid within thirty (30) days of the statement date, this firm reserves the right, upon written notice to you, to suspend all activities on your behalf and obtain leave of the court to withdraw from further representation of your interests in any pending litigation. In the event that we are required to represent ourselves pro se, or are required to obtain outside legal counsel to assist us in the collection of any outstanding balances on your account, you agree to pay all attorney's fees, costs, and expenses which we may incur as a result of your nonpayment and breach of this Agreement. In addition, if the amount of the statement is not paid in full within thirty (30) days of the statement date, a finance charge will be assessed on the outstanding balance. The finance charge will be computed by applying a periodic rate of one and one-half percent (1-1/2%) per month (18% per annum) against the past due balance.

In some circumstances, the Court has the authority to order the opposing party to pay your legal fees and costs. Your attorney will seek to have the opposing party pay your legal fees and costs whenever possible. However, there is no assurance that the Court will order such payment or that a judgment against an opposing party will be collectible. You should also be aware that in some cases the Court may order you to pay the opposing party's legal fees. Therefore, the potential award of your attorney fees and costs against the opposing party will not relieve you from paying our attorney fees or costs in accordance with the terms of this Agreement. Of course, any legal fees we recover from the opposing party will be paid over to you if your account is current.

Your attorney will keep you advised of all major developments in your case and will provide you with copies of all relevant correspondence, court pleadings, etc., and will consult with you in regard to all major developments in your case. All communications between you and your attorney, including your file, are confidential. In order for us to effectively render our services, you must disclose fully and accurately all facts, and keep us apprised of all developments which relate to the matter under review. You must also agree to cooperate fully with us and to be available to attend meetings,

discovery proceedings, and conferences as circumstances may dictate. Our firm cannot give any warranty or guarantee of a particular outcome in connection with our representation. However, it is our sole purpose to represent you to the best of our ability and to serve your needs.

CONFLICTS: You have not advised us, nor are we presently aware of any actual or potential conflict of interest in representing you at this time. We do reserve the right, however, to withdraw from our representation on specific matters should any such conflict arise in the future.

WITHDRAWAL: Castleton Law reserves the right to withdraw from our legal representation of your interests if you fail to honor the terms of this Agreement, or if your conduct has made our representation unreasonably difficult, or if any other circumstance becomes apparent which necessitates our withdrawal from representing your interests. In such a circumstance, you agree to take all steps necessary to complete our withdrawal from your legal matter, and also agree to pay for all services rendered and costs which have been incurred on your behalf up to the date of our withdrawal.

Castleton Law will expect to represent your interests until the conclusion of the matter involved. If however, you wish to terminate our services, please advise us, and we will promptly take the necessary steps to conclude our representation in compliance with the Idaho Rules of Professional Conduct. In such event, you shall not be relieved of your obligation to pay for all services rendered or costs incurred on your behalf prior to the date of termination.

Castleton Law understands the burden that high legal fees can create. Therefore, we will attempt to expend only that amount of time required to properly represent your interests. Please feel free to discuss our fees with us at any time, or any other questions or concerns you may have about this Agreement or the fee arrangement in your case, particularly at the time of the first office consultation.

The Parties acknowledge here that this Agreement is terminable by either party at any time without prior notice except as required by the Idaho Rules of Professional Conduct and applicable Court rules. The City agrees to pay for any services rendered prior to the time of termination pursuant to the normal billing schedule.

	CLIENT:
	City of Twin Falls, Idaho
Bruce J. Castleton Castleton Law PLLC	Name of Officer & Title (<i>please print</i>)
	Officer's Signature Date

EXHIBIT "A"

Attorney's Hourly Rate:

Attorney	\$200/hour
Associate Attorney	\$180/hour
Paralegal	\$105/hour
Law Clerk	N/A

Travel Costs:

Castleton Law agrees that for attorney travel between Boise and Twin Falls the attorney will charge \$85 per hour instead of the normal hourly rate and will not charge client for mileage costs.

Retainer Amount: None

Client's initials _____

Attorney's initials _____

IN CASE OF ERRORS OR INQUIRIES ABOUT YOUR BILL

The Federal Truth-in Lending Act requires prompt correction of the billing mistakes.

1. If you want to preserve your rights under the Act, here is what to do if you think your bill is wrong or if you need more information about an item on your bill:
 - a. Do not write on the bill. On a separate sheet of paper, write (you may telephone your inquiry but doing so will not preserve your rights under this law) the following:
 - i. Your name.
 - ii. A description of the error and an explanation why you believe it is an error.
 - iii. The dollar amount of the suspected error.
 - iv. Any other information (such as your address) which you think will help the firm to identify you or the reason for your complaint or inquiry.
 - b. Send your billing error notice to: Castleton Law PLLC, 10400 Overland Road #238, Boise, ID 83709

Mail it as soon as you can, but in any case, early enough to reach the firm within 60 days after the bill was mailed to you.
2. Our firm must acknowledge all letters pointing out possible errors within 30 days of receipt, unless the firm is able to correct your billing during that 30 days. Within 90 days after receiving your letter, our firm must either correct the error or explain why the firm believes the bill was correct. Once our firm has explained the bill, our firm has no further obligation to you even though you still believe that there is an error, except as provided in Paragraph 5 below.
3. Once you have notified us in writing of your objection to a bill, neither we nor an attorney or a collection agency may send you collection letters or take other collection action with respect to the amount in dispute; but periodic statements may be sent to you, and the disputed amount can be applied against your credit limit. You cannot be threatened with damage to your credit rating or sued for the amount in question, nor can the disputed amount be reported to a credit bureau or to other creditors as delinquent until the creditor has answered your inquiry. **HOWEVER, YOU REMAIN OBLIGATED TO PAY THE PARTS OF YOUR BILL NOT IN DISPUTE.**
4. If it is determined that our firm has made a mistake on your bill, you will not have to pay any finance charges on any disputed amount. If it turns out that our firm has not made an error, you may have to pay finance charges on the amount in dispute, and you will have to make up any missed or required payments on the disputed amount. Unless you have agreed that your bill was correct, the firm must send you a written notification of what you owe; and, if it is determined that our firm did not make a mistake in billing the disputed amount, you must be given the time to pay which you normally are given to pay undisputed amounts before any more finance charges or late payment charges on the disputed amount can be charged to you.

5. If our firm's explanation regarding the disputed amount does not satisfy you, and if you notify our firm in writing within 10 days after you receive the explanation that you still refuse to pay the disputed amount, the firm may report you to credit bureaus and other creditors and may pursue regular collection procedures. But the firm must let you know to whom such reports were made. Once the matter has been settled between you and our firm, our firm must notify those to whom our firm reported you as delinquent of the subsequent resolution.
6. If our firm does not follow these rules, the firm is not allowed to collect the first \$50.00 of the disputed amount and finance charges, even if the bill turns out to be correct.



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to authorize the Mayor to sign the contract between the City of Twin Falls and Downtowner Holdings LLC for the operation of Ride TFT for FY 2026.

Time Estimate:

5 minutes to present the contract to the Council and stand for questions.

Background:

On April 24, 2023, the City of Twin Falls signed a contract with Downtowner, LLC for the operation of Ride TFT. This agreement was for one year and included a not-to-exceed cost of \$1.4 million. The agreement also included a provision to automatically renew for one additional year 60 days prior to the end of the expiring year. Both the first and second year of the agreement were funded by the CARES grant from ITD. This grant also covered the cost of the Transit Coordinator position for the same two-year period. The grant was fully expended in June 2025 and Council approved a three-month extension in the amount of \$382,082 to cover operations of the system between July 1 and September 30, 2025. This allowed staff to complete the application for FTA 5307 funds and align the contract with the city's fiscal year.

The new contract for FY2026 covers the operating costs of Ride TFT, which includes:

- Vehicle exchange costs - \$32,118. 7 of the 8 vans currently operating will be replaced with newly leased vans. This is due to the wear and tear on the vans that is seen with this system of public transit. Four of the new vans were sourced locally through Will's Toyota.
- Fixed Costs - \$795,496. These costs are paid quarterly and cover onsite management, vehicle leases, insurance, maintenance, cleaning, staffing, dispatch, navigation devices and other technology.
- Variable Costs - \$786,876. This covers driver payroll and associated taxes.
- Fuel costs - \$63,300. This is an estimate and actual costs will be billed based on usage.
- Fare revenue estimated at \$148,800.

The gross estimated cost of the contract is \$1,677,790. The net cost (less the estimated fare revenue) is \$1,528,990. The City's estimated share of these costs will be \$535,146 (35%) and the remaining \$993,843 (65%) will be funded by federal transit 5307 funds. The not-to-exceed cost was set at \$1,700,000.

Approval Process:

A majority approval by Council.

Budget Impact:

\$535,146 in FY2026.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approving the contract with Downtowner and authorizing the Mayor to sign the contract.

Attachments:

1. Ride TFT - Year 3 Contract 9-2-25

**AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO
MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF TWIN
FALLS, IDAHO, AND TWIN FALLS DOWNTOWNER, LLC**

THIS AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO MICROTRANSIT PUBLIC TRANSPORTATION SERVICES BETWEEN THE CITY OF TWIN FALLS, IDAHO, AND TWIN FALLS DOWNTOWNER, LLC ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the City of Twin Falls, Idaho, a municipal corporation of the State of Idaho, 203 Main Ave. East, Twin Falls, Idaho 83301 ("CITY"), and Twin Falls Downtowner, LLC, a Florida Limited liability Company, LLC, 515 N Flagler Drive, Suite 350, West Palm Beach, FL 33401 ("CONTRACTOR").

WHEREAS, CITY desires to implement a flexible public transportation microtransit service pilot project that provides on-demand/all-in-one services to the general public in Twin Falls; and

WHEREAS, CITY issued an RFP in 2022, inviting the public to submit proposals to provide a turnkey service, to include all necessary technology, labor, and vehicles for complete operations management for microtransit service; and

WHEREAS, CONTRACTOR's proposal was evaluated as the highest scoring proposal; and

WHEREAS, CONTRACTOR desires to provide all described elements of such a microtransit service within the City of Twin Falls service area.

NOW THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

SECTION I. SCOPE OF WORK

CONTRACTOR shall provide all services, technology, labor, marketing, and vehicles necessary to develop and implement a flexible public transit service pilot project in the form of an on demand microtransit service ("Microtransit Services"). CONTRACTOR shall provide Microtransit Services to the general public within the geographic limits of the Twin Falls, Idaho and other areas the CITY desires. Microtransit Services completed by the CONTRACTOR shall include the following:

A. Service Area

1. CONTRACTOR's service area shall include the geographic limits of CITY, along with other nearby areas the CITY desires. All passenger trips shall begin and end within the service area. In addition, the parties may from time to time administratively expand the service area through mutual written agreement.

2. CONTRACTOR shall schedule Microtransit Services six (6) days per week for at least fourteen (14) hours per day. The parties may, from time to time, administratively adjust this schedule by mutual written agreement.

B. Customer Service – CONTRACTOR's Microtransit Services shall include the following customer service characteristics:

1. A local field manager who shall be identified to CITY who shall coordinate customer support locally in the Twin Falls geographic area.

2. CONTRACTOR shall provide timely and responsive customer support, including to users and to CITY. This customer service shall be available during all hours of operation.

3. CONTRACTOR shall provide reasonable accommodations, consistent with the Americans with Disabilities Act, to users of the Microtransit Services. Reasonable accommodations under this Agreement include, but are not limited to, to door-to-door assistance upon user request. Specifically, CONTRACTOR shall ensure that CONTRACTOR or CONTRACTOR's employees or agents shall assist users who request accommodation or assistance from the door of their home (or main entrance, if a multi-unit building) to the door of the vehicle. CONTRACTOR shall provide accommodations which include helping disabled users to enter and exit the vehicle, assisting with bags and with stairs, as necessary. Permitting users to travel with a service animal also shall constitute a reasonable accommodation.

4. CONTRACTOR shall hire, train, and supervise all vehicle operators. CONTRACTOR shall also ensure all vehicle operators and vehicles are appropriately licensed and in compliance with all applicable laws and regulations. CONTRACTOR shall provide all vehicle operators with training on serving and accommodating persons with disabilities prior to engaging in work. Disability training shall include training on how to accommodate users with oxygen assistance devices and how to load and unload an oxygen assistance device. CONTRACTOR shall conduct a background check on all vehicle operators.

5. CONTRACTOR shall provide to CITY current versions of its employment policies, including its drug and alcohol policy and background check policy.

C. Level of Service

1. CONTRACTOR shall meet the following level of service parameters (as indicated in the table below) ninety-five percent (95%) of the time.

CONTRACTOR shall provide a monthly level of service parameters report to the CITY for all items listed in the table below.

ITEM	DESCRIPTION	Level of Service
Average wait time	Amount of time between service request and service provision	20 minutes
Average trip time	Amount of time between pick up and drop off.	15 minutes
System Uptime	Uptime of website and app	98%
Customer service	Question/complaint response	24 hours
Safety	Accident/incident reports	In the event of injury or police involvement, report within 24 hours
Missed trips	Percent of trips missed	No more than 1 percent missed trips

2. CONTRACTOR shall provide a vehicle fleet of eight (8) vans. CONTRACTOR shall ensure that the vehicle fleet is maintained, cleaned, and fueled.

3. Each vehicle shall have a minimum capacity for four (4) adult passengers with seat belts.

4. All vehicles will be equipped with the necessary data and voice connectivity, hardware, and software tools to receive customer trip requests on-demand, and passenger pick-up and/or drop-off locations as assigned by the central trip dispatching platform.

5. All vehicles shall be equipped with a dash camera. In addition, if CONTRACTOR accepts cash, voucher, token, punch cards, or similar physical fees, all vehicles shall include a cash box camera.

6. CONTRACTOR shall provide equivalent wheelchair accessible vehicle services upon user request. CONTRACTOR shall either provide an entire vehicle service fleet that is wheelchair-accessible, or ensure that a portion of the fleet be wheelchair accessible vehicles and that there is always a sufficient number of wheelchair accessible vehicles available during service hours to deliver the target level of service as required under this Agreement.

7. CONTRACTOR may, at CITY's request, be required by CITY to affix or attach signage or advertisements on the interior and exterior of the vehicles. In addition, CITY may require CONTRACTOR to provide or display brochures, pamphlets, or leaflets. CITY may also require CONTRACTOR to install interior physical or electronic displays. CONTRACTOR shall not attach

signage or advertisements to the interior or exterior of the vehicle without CITY's written consent and approval.

D. Software – CONTRACTOR shall create and maintain a software platform that provides automated scheduling and dispatching of transportation services. The software shall allow customers to book trips, cancel trips, pay for trips, request assistance, ask questions, make complaints, request refunds, or receive general support. CONTRACTOR shall also provide a telephone-based "dial-a-ride" option that provides an alternative, equitable method for the public to have access to Microtransit Services provided by CONTRACTOR. Telephone-based options shall not require internet or smartphone for the general public to access Microtransit Services provided by CONTRACTOR. In addition, the software shall include the following components, at a minimum:

1. Compatibility with General Transit Feed Specifications datasets (GTFS-Flex).
2. A smartphone user app that is compatible with both iOS and Android.
3. An electronic fare payment system that is compliant with Title VI of the Civil Rights Act of 1964.
4. The ability to clearly display for a user the fee cost of a trip in advance of booking the trip.
5. The ability to clearly display or describe to the user the vehicle or vehicle information so that a user can clearly identify the Microtransit Service vehicle prior to booking a trip.
7. The ability to coordinate passenger pre-registration, scheduling, and dispatch processes for paratransit vehicles and services.
8. The ability to apply different rate structures based on rider characteristics or qualifications (i.e., persons with disabilities, elderly, students, veterans, etc.).
9. The ability to request a wheelchair accessible vehicle on-demand.

E. Microtransit User Fees

1. User fees for Microtransit Service shall be set by CITY, from time to time. User fees shall be remitted back to CITY minus any 3rd party processing platform fees.
2. CONTRACTOR shall ensure that gratuities, tips, or donations shall in no way be solicited by the CONTRACTOR or its drivers. No tips will be solicited for services provided either via the app, business cards, decals, tip jars, or in any manner.

F. Program Management

1. CONTRACTOR shall have the primary responsibility to market the Microtransit Services to be provided under this Agreement. However, the parties shall cooperate and agree to any marketing or promotion prior to marketing deployment.

2. CITY shall have the right to independently market or post information about the Microtransit Service provided under this Agreement.

3. CONTRACTOR shall routinely collaborate with the City of Twin Falls Transit Coordinator. CONTRACTOR shall, upon request, make additional coordination efforts with the City of Twin Falls Transit Coordinator.

4. CONTRACTOR shall be responsible for adhering to all regulatory policies, permitting requirements, and approvals pre-launch and while operational. Vendors will be required to understand and adhere to all regional, state, and federal regulations including the needs of riders under the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, and the Federal Executive Order on Environmental Justice.

5. In addition to any other reporting requirement in this Agreement, CONTRACTOR shall submit a monthly report, due at the end of each month, which shall include the following at a minimum:

- a. Days of operation;
- b. Unlinked passenger trips, including ADA unlinked trips;
- c. Passenger miles traveled;
- d. Peak number of transportation units operating;
- e. Actual odometer/transportation unit miles;
- f. Actual revenue miles per transportation unit miles;
- g. Actual transportation unit hours;
- h. Actual transportation unit revenue hours;
- i. Unique rider accounts;
- j. Percentage of rides shared;
- k. Wait times, to include average wait times, mean wait times, and outliers;
- l. Ride times to include average ride times, mean ride times, and outliers;
- m. Experience ratings;
- n. Wheelchair rides;
- o. No shows;
- p. Percentage of rides more than five (5) minutes outside informed timing;
- q. Breakdown of rides per fare group;
- r. Self-identified ADA, senior citizen, student, veteran ride numbers, and ride data.

The parties may, from time to time, administratively agree to change the items to be included in the monthly reports required under this paragraph by written agreement.

SECTION II: FEES

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between CONTRACTOR and CITY by the terms of this Agreement. It is understood by the parties hereto that CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Fees and Conditions for Professional Services.

1. Payment for all services described in this Agreement is provided in accordance with the cost described in Section II.B.2. of this Agreement.

2. The Year 3 not-to-exceed cost for CONTRACTOR's services for Project as described in Section I, Scope of Work, shall be one million seven hundred thousand dollars (\$1,700,000), and will include the following:

- a. Vehicle exchange costs in the not-to-exceed amount of thirty-two thousand one hundred eighteen dollars (\$32,118). Vehicle exchange costs will be invoiced according to the schedule in Section 2.B.3. Vehicle exchange costs include all costs associated with the replacement of vehicles past their useful life, including vehicle lease overlap, vehicle insurance overlap, and vehicle outfitting such as wrapping the vehicle in a vinyl graphic.
- b. Fixed costs in the not to exceed amount of seven hundred ninety-five thousand, four hundred ninety-six dollars (\$795,496). Fixed costs will be invoiced in four (4) equal installments according to the schedule in Section 2.B.3. Fixed costs include costs for onsite management, vehicle leases, insurance, maintenance, cleaning, staffing, dispatch, vehicle devices and technology. It is expected that the CITY will provide vehicle parking at no cost to the CONTRACTOR.
- c. Driver Payroll costs in the estimated amount of seven hundred eighty-six thousand eight hundred seventy-six dollars (\$786,876). Variable costs will be invoiced on the 15th of each month for the previous month's costs and will be calculated as total vehicle hours (TVH) multiplied by the hourly rate of \$28.72. Variable costs include driver payroll and associated taxes. For example, on August 15th CONTRACTOR will invoice the CITY for variable costs incurred in July.
- d. Fuel costs in the estimated amount of sixty-three thousand three hundred (\$63,300). Fuel costs will be invoiced on the 15th of each month for the previous month's costs. Fuel costs will be invoiced at the actual raw cost incurred by the CONTRACTOR.

3. Payment is due 30 days from invoice date.

Invoice Date	Setup Cost	Fixed Cost
October 1, 2025	\$32,118	\$198,874
January 1, 2026	-	\$198,874
April 1, 2026	-	\$198,874
July 1, 2026	-	\$198,874

C. Term of Agreement.

This Agreement shall become effective upon signature. The initial term of this Agreement shall expire one (1) year from the start of the Year 3 contract period on October 1, 2025. Thereafter, the Agreement shall automatically renew for successive one (1) year terms, up to a maximum total term of two (2) years, unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term. Within forty-five (45) days following each automatic renewal, the parties shall agree on an updated not-to-exceed cost for the upcoming year.

SECTION III: Guidelines

A. Termination of Agreement.

This Agreement may be terminated by CONTRACTOR upon thirty (30) days written notice, should CITY fail to substantially perform in accordance with its terms through no fault of CONTRACTOR. CITY may terminate this Agreement with thirty (30) days notice without cause and without further liability to CONTRACTOR except as designated by this section. In the event of termination, CONTRACTOR shall be paid for services performed to termination date, based upon the work completed. All work including reports, shall become the property of, and shall be surrendered to CITY.

B. Extent of Agreement.

This Agreement may be amended only by a written instrument signed by both parties hereto.

C. Project Timeline.

CITY and CONTRACTOR shall agree upon a start date. CITY shall make available to CONTRACTOR all technical data of record in CITY's possession, including financial, operations, and other information necessary for the Microtransit Service pilot project.

D. Termination of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, CITY shall pay CONTRACTOR for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be

applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

E. Fund Availability.

Financial obligations of CITY, payable after the current fiscal year, are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If this Agreement contemplates CITY utilizing local, state, or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

F. CONTRACTOR 's Duty of Care.

In performance of professional services, CONTRACTOR will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession; and no other warranty, either expressed or implied, is made in connection with rendering CONTRACTOR's services.

G. CONTRACTOR's Insurance.

CONTRACTOR shall maintain Automobile Insurance and Statutory Workmen's Compensation Insurance coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

The Comprehensive Automobile Liability required under this section shall have, at a minimum, combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each CONTRACTOR's owned, hired, and non owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the CONTRACTOR has no owned automobiles, the requirements of this Section shall be met by each employee of the CONTRACTOR providing services to CITY under this Agreement. CONTRACTOR's insurance shall be endorsed to include CITY and CITY's employees, elected officials, and officers as additional insureds.

H. Indemnification.

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify and hold harmless CITY against damages, liabilities and costs arising from the negligent acts of CONTRACTOR in the performance of professional services under this Agreement, to the extent that CONTRACTOR is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between CONTRACTOR and CITY. CONTRACTOR shall not be obligated to indemnify CITY for CITY's negligence.

I. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, it is agreed that the proper venue shall be Twin Falls County, Idaho.

J. Binding of Successors.

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

K. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto.

CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of CITY. Any such subcontractor or assignee shall be bound by all of the terms and conditions of this Agreement as if named specifically herein.

L. CITY's Representatives.

CITY shall designate a representative authorized to act on behalf of CITY. The authorized representative shall examine the documents of the work as necessary, and shall render decisions related thereto in a timely manner so as to avoid unreasonable delays.

M. Ownership and Publication of Materials and CITY's Right to Use Delivered Materials.

CITY and CONTRACTOR agree that CITY, with this Agreement, acquires the right to use all written materials, including but not limited to reports, information, data, images, diagrams, plans, and any other written documents prepared and delivered to CITY by CONTRACTOR pursuant to this Agreement, and CITY shall have the authority to release, publish, or otherwise use any written materials delivered to CITY, in whole or in part. The use of written materials (s) may include, but is not limited to, electronic and print promotion of CITY sponsored programs or functions. Written materials(s) may be provided to other entities, such as newspapers or other publishers, for inclusion in print advertisements, without cost to CITY or payment to CONTRACTOR for use of such written materials. Any re-use of written materials shall be at CITY's sole risk and without liability to CONTRACTOR. In addition, through this Agreement, CITY and CONTRACTOR agree that CITY shall own all electronic data collected by CONTRACTOR in providing the Microtransit Services in the Scope of Work. All electronic data collected by CONTRACTOR in providing the Microtransit Services under this Agreement shall be delivered to CITY upon request. CONTRACTOR shall not sell or distribute the electronic data collected under this Agreement.

Nothing in this section shall be constructed to entitle CITY to any materials, software, or data not collected pursuant to this Agreement that are owned by CONTRACTOR which were not delivered or received by CITY, even if those materials were used by CONTRACTOR to produce the written materials delivered to CITY or if the written materials delivered to CITY were used to develop, improve, or add value to anything CONTRACTOR does not deliver or release to CITY. The parties acknowledge that any written materials received by CITY are subject to public disclosure under the Idaho Public Records Law, Chapter 1 of Title 74 of the Idaho Code.

N. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, apart from any costs incurred during any mediation required by this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses.

O. No Exclusive Relationship Created.

Nothing in this Agreement shall be interpreted or constructed to create an exclusive relationship with CONTRACTOR. Nor shall this Agreement be interpreted to bestow upon CONTRACTOR any exclusive right to provide Microtransit Services for CITY.

P. Non-discrimination.

CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin. In addition, CONTRACTOR shall not discriminate against any Microtransit Services user on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date indicated above.

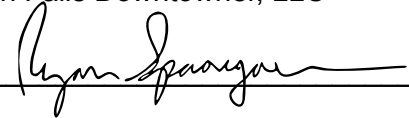
"CITY"

City of Twin Falls, Idaho

By _____

"CONTRACTOR"

Twin Falls Downtowner, LLC

By  _____

Ryan Spaargaren CFO



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

DISCUSSION

Request:

A discussion regarding the possibility of adding a short-term rental regulation to the City Code.

Time Estimate:

The presentation and discussion for this item should take about 15 minutes.

Background:

In January 2024, some local residents attended a Council meeting and asked the Council to consider creating an ordinance that would regulate short-term rentals in Twin Falls. The residents lived on a street where another home was under construction and that owner had plans to turn that house into a short-term rental. At the time, the Council directed City staff to research the possibility of a local regulatory ordinance and report back to the Council. Soon after this Council meeting, the Idaho State Legislature began debating a bill that would have significantly limited local governments and their ability to regulate short-term rentals. Due to the potential restriction being proposed, staff decided to wait and see what would happen with that bill, as it would impact what regulations the City would be able to consider. Ultimately, that bill failed to get approval. But the team working on that bill indicated their plan to resubmit another similar bill for the 2025 legislature to consider. During the 2025 legislative session, another bill was submitted and debated. That bill would have again limited local governments' ability to regulate short-term rentals. Again, the 2025 bill failed to be approved.

Currently, the Idaho Statute does allow cities to regulate short-term rentals with one condition. Cities have to treat short-term rental units as if they are just like any other similar housing unit, from a zoning perspective. So, a single family home that is a short-term rental has to be allowed in any zoning district where a single family home that is owner-occupied is allowed, and a multifamily or townhome unit that is a short-term rental has to be allowed in any zoning district where a multifamily or townhome unit that is not a short-term rental is allowed. The State Legislature has not yet adopted any further limitations on a city's ability to regulate short-term rentals. There are many cities in Idaho that have elected to adopt local regulations and many that have not. We would like to discuss this idea with the Council to get feedback and direction on whether Twin Falls should regulate short-term rentals, and, if so, what types of regulations we should consider. Below is a list of the kinds of regulations that other cities in Idaho have included in short-term rental regulations. We'd like to discuss this list (and others that you may have thought about) to determine which might be applicable here, if any.

- Registration/licensure/permit with the City
- Annual registration/license/permit fee
- Annual compliance/safety inspection of property
- Register with State tax commission (already required by State)
- Use as residence only, no events or gatherings
- Additional parking required
- Limits on the number of guests
- Unit rented to a single tenant, rather than different rooms to different tenants

- No outdoor amplified sound
- No signage advertising the short-term rental
- Required signage indicating a management number to call with concerns
- Fire sprinklers
- Fire extinguishers/carbon monoxide and smoke detectors

Approval Process:

This item is a discussion item, so no approval is requested.

Budget Impact:

There is no significant budget impact associated with this agenda item.

Regulatory Impact:

City staff is seeking direction from the Council regarding their desire to regulate short-term rentals in Twin Falls. Staff will use this feedback to create an ordinance as directed.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council discuss and provide feedback regarding the creation of a short-term rental regulation ordinance.

Attachments:

None



Date: Monday, September 8, 2025
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

A request to authorize the use of \$1,576,167 of impact fees and cash reserves for the acquisition and development of a neighborhood park in the Eastern Sun subdivision.

Time Estimate:

The presentation and discussion should take about 10 minutes.

Background:

In December 2023, the City entered into an impact fee agreement with the developers of the Eastern Sun Subdivision. The subdivision is located on the east side of Hankins Rd at Elizabeth Blvd. In the agreement, the developer agreed to sell the City about 4 acres of land in the subdivision for the future development of a neighborhood park. The City agreed to use impact fees to purchase and develop the park. This area of town is underserved by neighborhood parks already, and with the addition of nearly 400 homes within this subdivision, the need will only grow.

The agreement contains the following key details. The park's location will be at the northeast corner of Hankins and Elizabeth. The purchase of the property will happen once the plat for the phase of the subdivision including the park is recorded and the improvements in that phase are accepted by the City Engineer. The improvements include the widening of Hankins Rd and the construction of Elizabeth Blvd. The City will be responsible for the cost of the two streets adjacent to the park, or \$580,407. The purchase price of the land will be \$360,000, plus the cost of the street construction adjacent to the park, for a total cost of \$940,407. The City will use street impact fees for the street portion of the cost and park impact fees for the land portion of the cost. Finally, once the land is purchased, the City will have one year from then to construct the park.

Given these details, the timing of the park acquisition and development is being driven by the developer, who recently informed us that he would be ready to sell the property to the City very soon. It is looking like that closing could be as soon as mid-October. Since the City was not in control of the timing and was not fully aware of the developer's timing, the City's FY2026 budget does not include any funding for the acquisition or development of the park. As mentioned above, the acquisition cost will be \$940,407 and will come from a mix of street and park impact fees. The Parks & Recreation staff have prepared a schematic plan for the development of the park. The cost estimate for that construction plan is \$635,760. Of that total, \$3,760 is needed right away for soil remediation. The remediation plan is to plant a fall/winter crop on the land, then till that crop into the soil in the spring to help prepare the soil for the landscaping that will be part of the park's construction. The construction estimate should be enough to include irrigation, landscaping, parking, and a playground.

As described above, \$580,407 of the funding will be from street impact fees. The street impact fee fund has almost \$4.9 million. Some of that has already been obligated for the traffic circle being designed on Filer Ave West. After that obligation, there is still plenty of money in the street impact fee fund to cover this portion of the park project. The park impact fee fund has \$1.96 million right now. We have obligated

\$1.2 million of that for the Canyon Trail Junction construction, leaving about \$760,000 available today for this project. We need \$995,760 to proceed with the project. The entire project is park impact fee-eligible, but we are \$235,760 short in the park impact fee fund. Staff is proposing to loan that much money to the impact fee fund from cash reserves, then repay the impact fee fund from incoming park impact fee collections. In FY2025, we have collected over \$500,000 in park impact fees. If FY2026 is similar to construction activity from this year, we should be able to collect and repay the cash reserve loan in less than a year. In fact, we will likely collect enough to repay the cash reserves before the project is even finished and paid for. So, the cash reserve loan is really more of a fail-safe and will not likely be needed.

In summary, this area of the City is underserved from a neighborhood park perspective. We have entered into an impact fee agreement that will allow us to remedy that. We have already agreed to purchase and develop the park, and the timing is working out to begin that process in the next month or two. We have a combination of street impact fees, park impact fees, and cash reserves to proceed with the project. Therefore, staff recommends that the Council approve this request and authorize the use of those funds to proceed with this park project.

Approval Process:

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

Budget Impact:

As described above, the acquisition and development of the proposed neighborhood park in the Eastern Sun Subdivision will cost \$1,576,167. The FY 2025 and 2026 budgets did not include any funding for this project. If this request is approved, \$3,760 of park impact fees will be used in FY 2025 for soil remediation on the property, and \$1,572,407 of street impact fees, park impact fees, and cash reserves will be used in FY 2026 for the purchase and development of the park as detailed herein.

Regulatory Impact:

If the Council approves this request, staff will schedule the purchase of the property from the landowners and will begin preparing bid documents necessary to secure a contractor to perform the construction work.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to authorize the use of \$1,576,167 of impact fees and cash reserves for the acquisition and development of a neighborhood park in the Eastern Sun subdivision.

Attachments:

None