



Twin Falls City Council Agenda

Monday, September 22, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

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

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council September 15, 2025, minutes.
By: Rachael Long, Administrative Assistant
 - b) **ACTION ITEM:** Request to approve Accounts Payable for September 11-17, 2025.
By: Amy Luna, Deputy City Clerk
 - c) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Trick or Treat Main Street event.
By: Wendy Davis, Parks and Recreation Director
 - d) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of Readers Becoming Leaders.
By: Wendy Davis, Parks and Recreation Director
 - e) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of Read & Treat.
By: Wendy Davis, Parks and Recreation Director
 - f) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of Magic Valley Rescue Run.
By: Wendy Davis, Parks and Recreation Director
 - g) **ACTION ITEM:** Request that the City Council approve the Special Event Permit for the organizers of Oktoberfest.
By: Wendy Davis, Parks and Recreation Director
 - h) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Indivisible Demonstration No Kings Day.
By: Wendy Davis, Parks and Recreation Director
 - i) **ACTION ITEM:** Request to approve Findings of Facts and Conclusions of Law for the following: PZ25-0080 - Vacation - Block 18 PZ25-0081 - Vacation - Block 4
By: Jonathan Spendlove, Planning and Zoning Director
- 4) Items of Consideration
 - a) **PRESENTATION:**
Presentation to recognize Twin Falls Fire Department's new Deputy Chief Shane Smith, and our newly promoted Driver/Operator Joseph Casias, along with taking their oath of office, and pinning their new rank badge.
By: Mitchell Brooks, Fire Chief
 - b) **ACTION ITEM:** Request approval of the Event Center Feasibility Study Consulting Agreement with Johnson Consulting.
By: Shawn Barigar, Economic Development Director
 - c) **ACTION ITEM:** Request approval of the yearly contract amendment to the 2024 agreement between the City of Twin Falls and OMI (Jacobs) for operations of the wastewater treatment plant and lift stations, totaling \$3,251,071.04, and authorize the Mayor to sign.
By: Nathan Erickson, Environmental Manager
 - d) **ACTION ITEM:** Request to amend the fee structure for the Ride TFT van wrap program. By:
Mandi Thompson, Assistant to the City Manager

- 5) General Public Input
- 6) Advisory Board Report/Announcements
- 7) 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 others speakers.
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 Public Testimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicants or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

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



Twin Falls City Council Minutes

Monday, September 15, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

1) Call Meeting to Order/Confirmation of Quorum

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, Deputy City Clerk Amy Luna, Administrative Assistant Rachael Long, CFO Breanna Howard, Budget Coordinator Mat Farnes, Planning & Zoning Director Jonathan Spendlove, Police Captain Terry Thueson, Police Captain Brent Wright, Fire Chief Mitchell Brooks, Desktop Support Analyst Brettrick Barker, Public Information Coordinator Joshua Palmer

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

2) Pledge of Allegiance

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

3) Proclamations

a) Constitution Week

Mayor Pierce read and presented the Constitution Week Proclamation.

4) Consent Calendar

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

- a) Request to approve City Council 2025 September 08, Minutes.
- b) Request to approve Accounts Payable for September 04-10, 2025.
- c) Request to approve September 10, 2025, Travel Requests.
- d) Request City Council to approve the Special Event Permit for the organizers of the Canyon Rim Fall Classic.
- e) Request City Council to approve the Special Event Permit for the organizers of the End of Summer Bash sponsored by the Twin Falls East Stake of The LDS Church.
- f) Request City Council approve the Special Event Permit for the organizers of the Haunted Swamp.

5) Items of Consideration

a) Consideration of a request to amend chapter 14 of the City Code pertaining to Transient Merchants, Vendors, Peddlers and Solicitors.

Police Captain Terry Thueson requested to amend Chapter 14 of the City Code, pertaining to Transient Merchants, Vendors, Peddlers & Solicitors ordinance # 0-2025-018.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance #0-2025-018 on third and final reading by title only. **Council Member Vollmer** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read Ordinance #0-2025-018 by title only.

Discussion ensued as follows:

Council Member Reid thanked the officers for working on this and closing the loopholes.

MOTION: Council Member Vollmer moved to approve the request to amend Chapter 14 of the City Code, pertaining to Transient Merchants, Vendors, Peddlers & Solicitors ordinance # 0-2025-018.

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

- b) A presentation on the finances of the City of Twin Falls for the 3rd quarter of the fiscal year 2024-2025. This presentation will be an overview of the tax-supported funds and the three major enterprise funds: Water, Wastewater and Sanitation.

CFO Howard made a presentation on the finances of the City of Twin Falls for the 3rd quarter of fiscal year 2024-2025, consisting of an overview of the tax supported funds and the three major enterprise funds: Water, Wastewater & Sanitation.

Discussion ensued as follows:

Council Member Stone wanted to thank Ms. Howard for her reports that he is always amazed by them.

Mayor Pierce thanked Ms. Howard for her presentation.

6) General Public Input

Maria Hernandez spoke about the amazing things Ride TFT is doing and that she would challenge the city to extend the services.

7) Advisory Board Report/Announcements

City Manager Rothweiler talked about the golf tournament he was in on Friday and stated on record that Grayson Stone is a better golfer.

8) Public Hearings

- a) Public Hearing to Amend the FY 24-25 Budget

Budget Coordinator Farnes requested to amend the FY24-25 Budget for ordinance 0-2025- 017.

Public Hearing Opened: 5:37 pm

Public Hearing Closed: 5:38 pm

Discussion ensued as follows: None

MOTION: Council Member Reid made a motion to dispense with reading the rules and put Ordinance # 0-2025-017 on third and final reading by title only. **Council Member Vollmer** seconded the motion. The Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

Mayor Pierce read Ordinance # 0-2025-017 by title only.

MOTION: Council Member Reid moved to approve the request to amend the FY24-25 Budget 0-2025-017. **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 to the City Council for a Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0080).

P&Z Director Spendlove requested a vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0080).

The applicant spoke about the request.

Discussion ensued as follows: None Public

Hearing Opened: 5:44 pm

Public Hearing Closed: 5:45 pm

Discussion ensued as follows: None

MOTION: Vice Mayor Brown moved to approve the request for a vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0080). **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- c) Request to City Council for a Vacation of Magic Road right of way, adjacent easements, and lots on

property located within Block 4 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0081).

P&Z Director Spendlove requested a vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0081).

The applicant spoke about the request.

Discussion ensued as follows: none

Public Hearing Opened: 5:48 pm

Public Hearing Closed: 5:49 pm

Discussion ensued as follows: none

MOTION: Vice Mayor Brown moved to approve the request for a vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision. c/o Gerald Martens (PZ25-0081). **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

9) Executive Session

- a) Request to Convene to Executive Session pursuant to Idaho Code § 74-206(1)(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

MOTION: Council Member Reid moved to convene to Executive Session 74206(1)(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

10) Adjournment

The regular meeting convened into executive session at 05:51 PM. The regular meeting adjourned at 6:30 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



Council Agenda Information

Review

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 *

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 *

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 any tents are bigger than 400 SF, a permit through the TFFD will be required. Any food vendors shall have their 2025 fire inspection decal posted within the public view.

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 *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1
2	additional fees will be assessed by the parks department	\$0.00	

Total Due *

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name *

Wendy Davis

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 | |
| Trick-or-Treat | | |

Estimated Number of Attendees *

5,000

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.

Inflatable Decorations possibly

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 *

Tom

Last Name *

Newnham

Onsite Contact

First Name *

Tom

Last Name *

Newnham

Event Information

Event Name*

Trick-or-Treat Main Street

Event Location (Park or Facility Requested)

Main Street commons

Is this event indoors or outdoors?*

- ☐ Indoors
- ☒ Outdoors

Event Reoccurrence

- ☐ One Time Event
- ☐ Recurring over several weeks/months

Event Description*

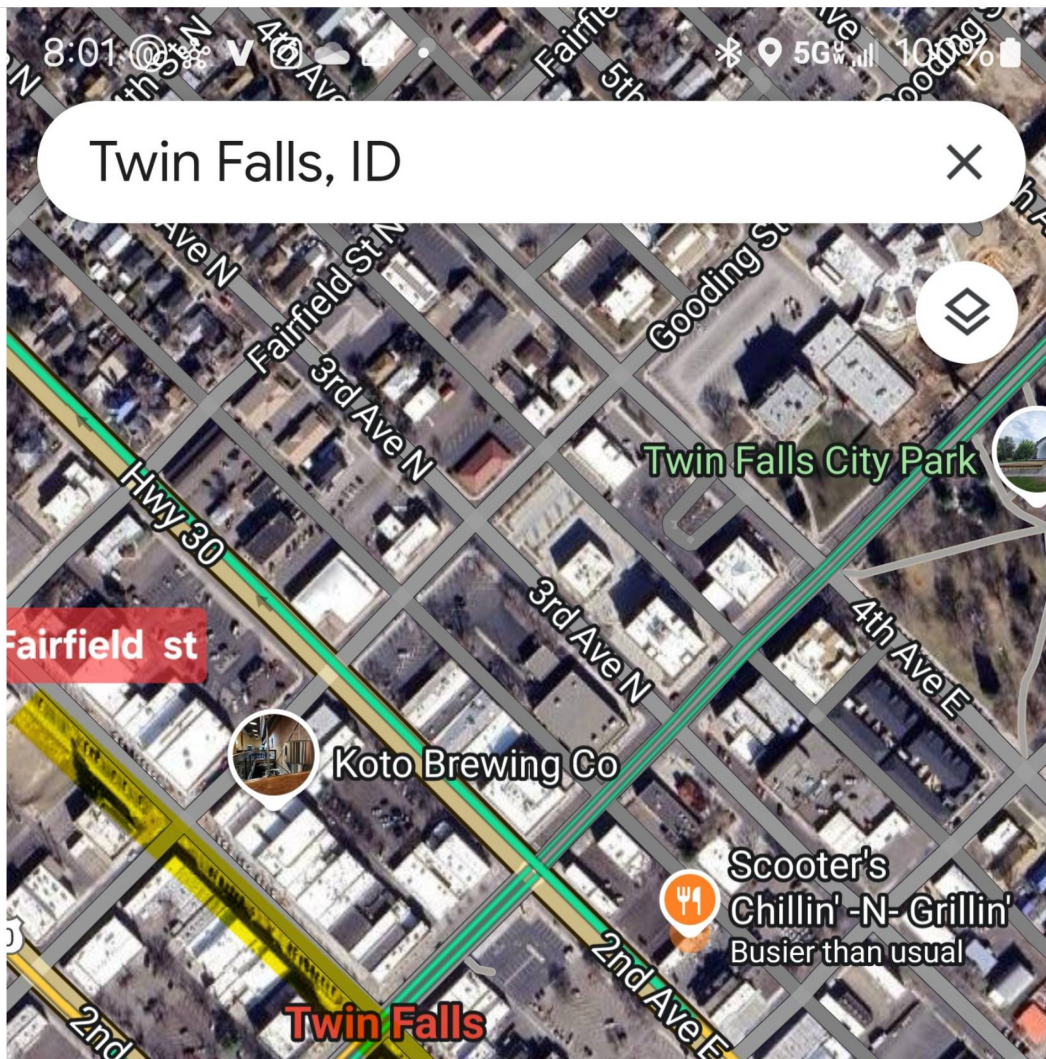
Halloween Trick-or-Treat/ Trunk or Treat

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*

Screenshot_20241230_200155_Maps.jpg 1.42MB



Set-up Time Start *

10/25/2025 10:00:00 AM

Set-up Time End *

10/25/2025 05:00:00 PM

Event Time Start *

10/25/2025 02:00:00 PM

Event Time End *

12/20/2025 04:00:00 PM

Take Down Time Start *

10/25/2025 05:00:00 PM

Take Down Time End *

10/25/2025 06:00:00 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.

Parking Plan

Parking Plan *

Behind the stores on Maine between Maine and second on both sides for parking

Parking Plan Map

Screenshot_20241230_200155_Maps.jpg

1.42MB

Is this an ongoing or seasonal request? *

☒ Yes ☐ No

Agreement, insurance, and fees may apply

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

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.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Candy paper

Have you arranged for portable toilets? *

☐ Yes ☒ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☐ Yes ☒ No

Contact person in charge of waste. *

Tom Newnham

Phone number of contact

2084212240

Number of staff assisting in removal.

3

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

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 11 am-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 *

Tom Newnham

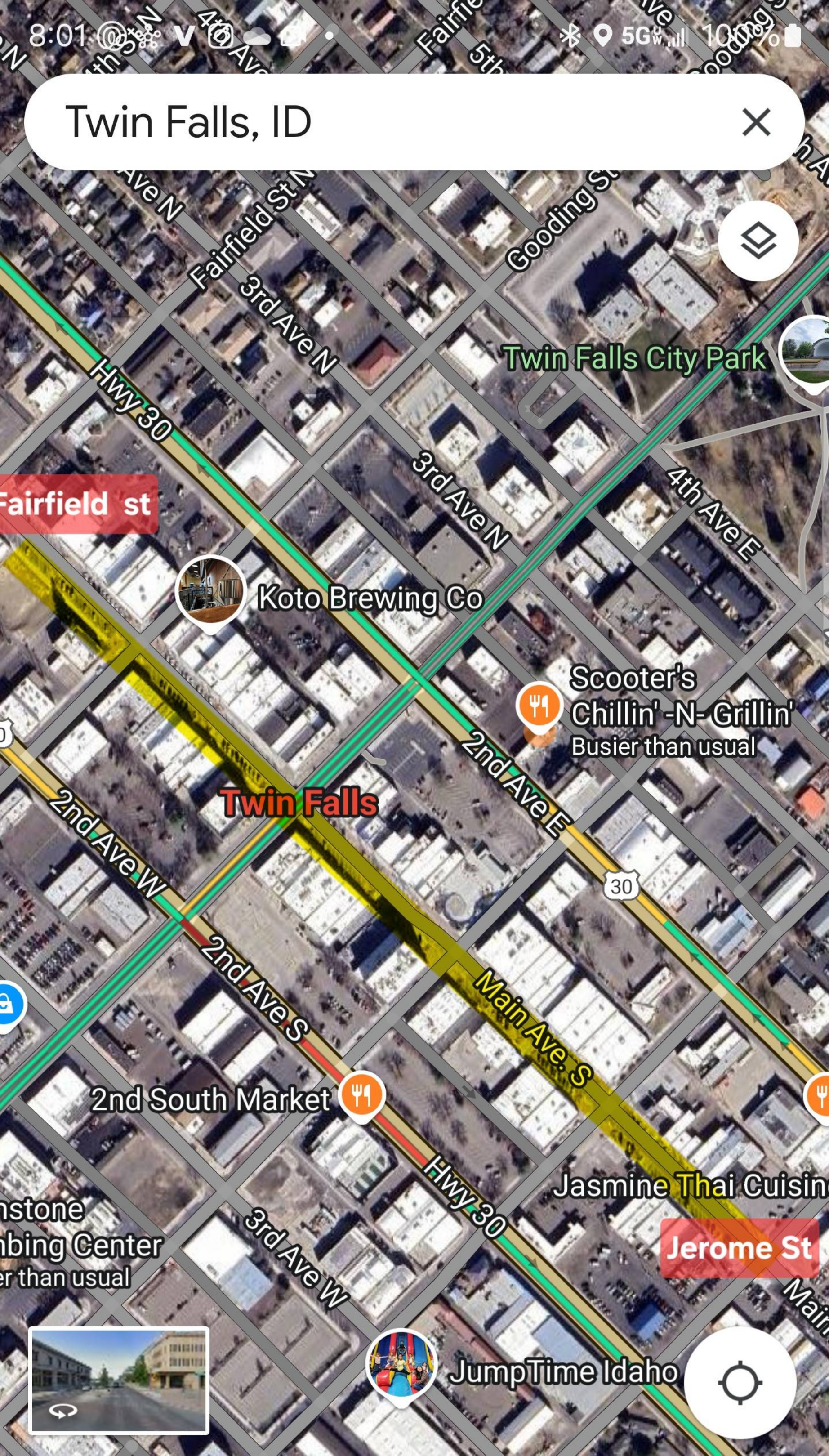
Name *

Tom Newnham

Date *

12/31/2024

Twin Falls, ID



Fairfield st



Koto Brewing Co



Scooter's Chillin' -N- Grillin'
Busier than usual

Twin Falls



2nd South Market



Stone
bining Center
er than usual

Jasmine Thai Cuisine

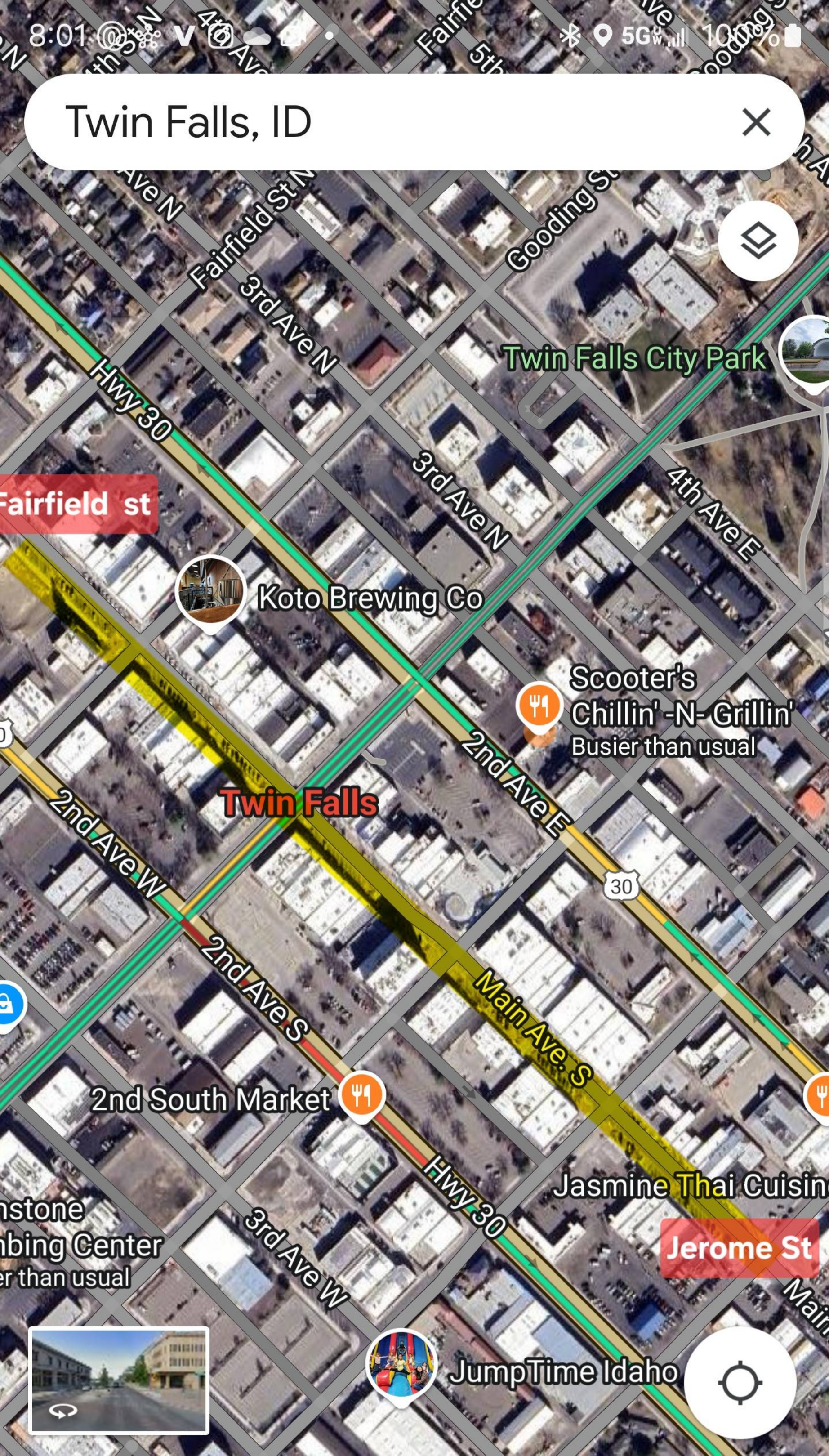
Jerome St



JumpTime Idaho



Twin Falls, ID



Fairfield st

Twin Falls City Park

Koto Brewing Co

Scooter's
Chillin' -N- Grillin'
Busier than usual

Twin Falls

2nd South Market

Jasmine Thai Cuisin

Jerome St

JumpTime Idaho





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 *

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 *

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 *

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 *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
-----	-------------	------	----------

1	Application Fee	\$25.00	1
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Total Due *

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name *

Mable Shurtleff

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 | |

Estimated Number of Attendees *

100

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

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 *

Joshua

Last Name *

Palmer

Onsite Contact

First Name *

Joshua

Last Name *

Palmer

Event Information

Event Name *

Readers Becoming Leaders

Event Location (Park or Facility Requested)

Twin Falls Public Library and Hansen Street between 4th and 5th Avenues

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☒ One Time Event

☐ Recurring over several weeks/months

Event Description *

The City of Twin Falls is partnering with the Idaho Association of Cities to host a Readers Becoming Leaders event where students from Twin Falls schools can learn more about local government and municipal services. We would like to close Hansen Street from 4th Avenue to 5th Avenue. We would like to park 6 City of Twin Falls' vehicles - including a plow - in front of the library on Hansen Street. Students can see the equipment up close. The main part of the event will take place inside the Twin Falls Public Library where the Mayor and city staff will be speaking with students. The event is intended for elementary school grade students.

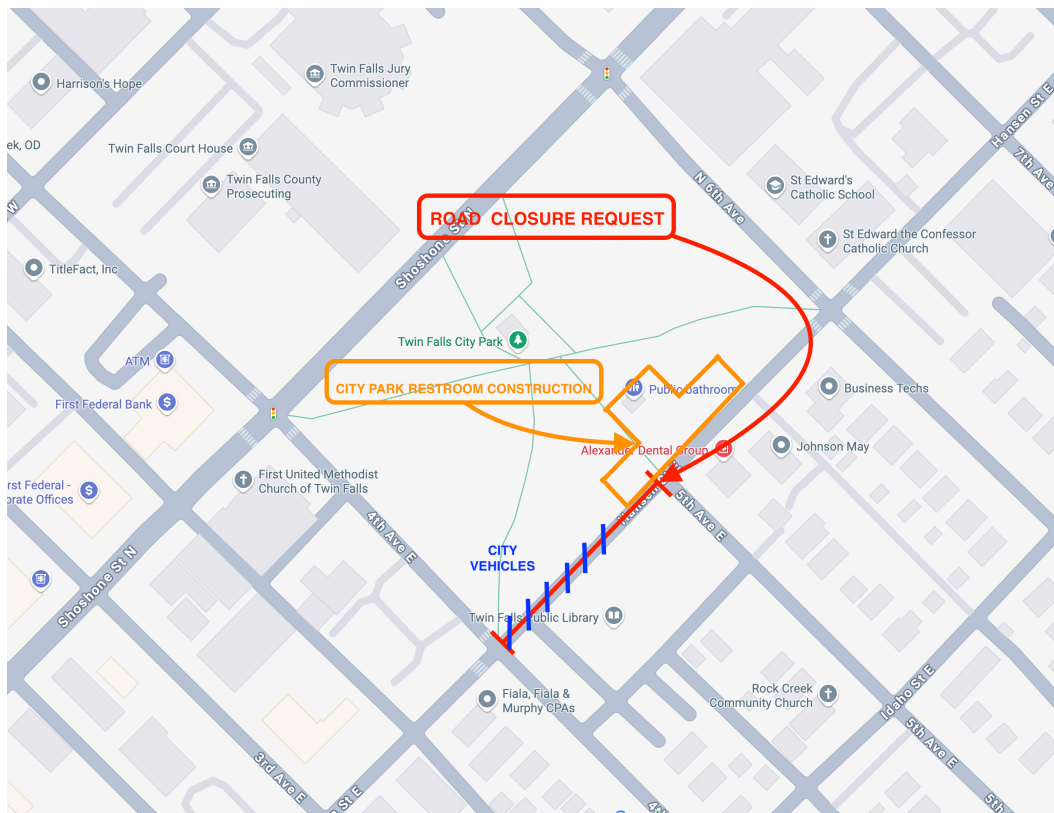
Canyon Rim City Park Downtown Commons Sunway Soccer Park
Shoshone Falls Dierkes Harmon Park Thomsen Park Oregon Trail

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

Event Map *

Screenshot 2025-08-27 at 13.11.46.png

1.18MB

**Set-up Time Start ***

10/09/2025 04:30:00 PM

Set-up Time End *

10/09/2025 07:30:00 PM

Event Time Start *

10/09/2025 05:00:00 PM

Event Time End *

10/09/2025 07:00:00 PM

Take Down Time Start *

10/09/2025 07:00:00 PM

Take Down Time End *

10/09/2025 07:30:00 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

Will you have keg beer at your event? *

☐ Yes ☒ No

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

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.

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

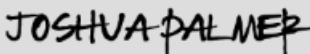
- Preventing any person from using any park or its facilities
- Violating park curfew of 11pm
- Hunting, trapping, or pursuing wildlife
- Polluting waters of any kind in parks
- Dumping or depositing trash other than in proper receptacles

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 *

A handwritten signature in black ink that reads "JOSHUA PALMER". The signature is written in a cursive, slightly stylized font. The letters are dark and the ink appears to be on a light-colored surface.

Name *

JOSHUA PALMER

Date *

08/27/2025



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 *

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 *

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 *

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 *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
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1	Application Fee	\$25.00	1
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Total Due *

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name *

Mable Shurtleff

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 | |
| StoryWalk & Resource/Information Fair | | |

Estimated Number of Attendees *

500

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.

Pop Up shade canopies.

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 *

CJ

Last Name *

Rasmusson

Onsite Contact

First Name *

CJ

Last Name *

Rasmusson

Event Information

Event Name *

Read & Treat

Event Location (Park or Facility Requested)

Twin Falls Public Library

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☐ One Time Event

☐ Recurring over several weeks/months

Event Description *

We will set up a temporary StoryWalk in City Park as we have in the past - along the path, local organizations will hand out candy to kids, and information regarding their organization to parents. We will also have a photo station set up near the original Library Entrance.

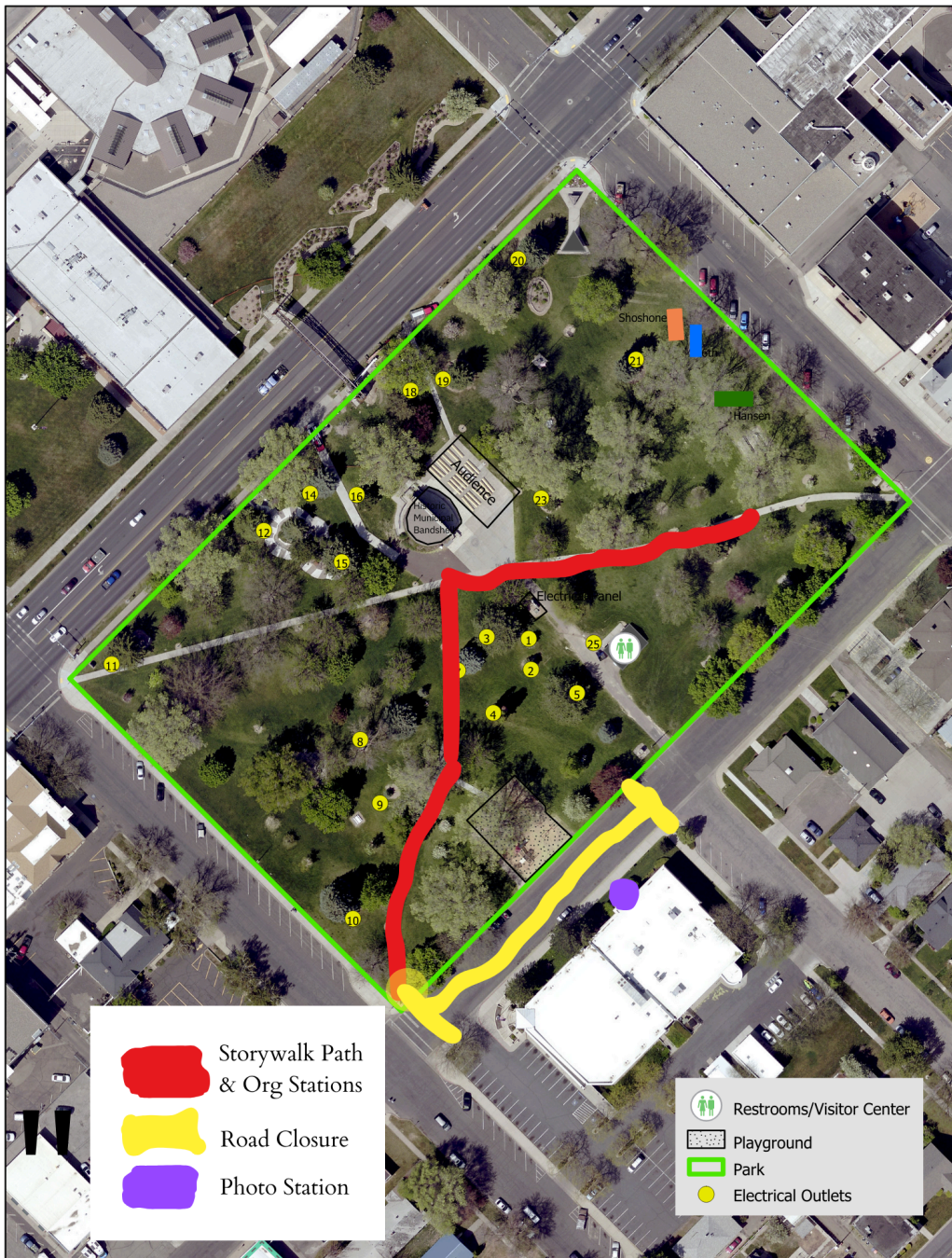
[Canyon Rim](#) [City Park](#) [Downtown Commons](#) [Sunway Soccer Park](#)
[Shoshone Falls](#) [Dierkes](#) [Harmon Park](#) [Thomsen Park](#) [Oregon Trail](#)

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

Event Map *

CityPark (1).pdf.png

5.4MB



Set-up Time Start *

10/25/2025 09:00:00 AM

Set-up Time End *

10/25/2025 11:00:00 AM

Event Time Start *

10/25/2025 11:00:00 AM

Event Time End *

10/25/2025 01:00:00 PM

Take Down Time Start *

10/25/2025 01:00:00 PM

Take Down Time End *

10/25/2025 02:30:00 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.

Parking Plan

Parking Plan *

Library Parking will be available as well as Parking along the park.

Parking Plan Map

Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? *

☐ Yes ☒ No

Will you have keg beer at your event? *

☐ Yes ☒ No

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.

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*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
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- 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.

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Insurance Documents

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.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Candy wrappers

Have you arranged for portable toilets? *

☐ Yes ☒ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☐ Yes ☒ No

Contact person in charge of waste. *

CJ Rasmusson

Phone number of contact

208-733-2964

Number of staff assisting in removal.

5

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

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.
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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 *

CJ RASMUSSEN

Name *

CJ Rasmusson

Date *

08/20/2025



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 *

I'm assuming that the road to Centennial Park means Canyon Springs Rd. If the request is to close Canyon Springs Rd. a traffic control plan would be needed. There would need to be access to the Twin Falls sewer plant, Canyon springs golf course, Centennial Park, and Auger Falls Park. If the request is to close just the road to Centennial Park that it would need to be approved by the County Parks Department.

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 *

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 *

Parking plan is not submitted which needs to be submitted prior to approval.

Insurance has not been submitted as of this review,

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 *

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 *

FYI: Tents or temporary structures larger than 400 SF will require a tent permit through the TFFD.

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 *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1
2	Park Fees will be assessed.	\$0.00	1

Total Due *

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name *

Mable Shurtleff

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

Estimated Number of Attendees *

250

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.

Canopies, possibly bigger white tent.

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 *
Kerin

Last Name *
Mumm

Onsite Contact

First Name *
Kerin

Last Name *
Mumm

Event Information

Event Name *
Magic Valley Rescue Run

Event Location (Park or Facility Requested)
Canyon Rim Trail/Visitor Center

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☐ One Time Event

☐ Recurring over several weeks/months

Event Description *

A 5k run to raise money for Idaho Anti Trafficking Coalition. Recovery booths, canopies, lunch, porta potties, and start to finish line.

Would like the road that leads to centennial park be closed. Will have water stations at the halfway spot and also at the visitor center with water bottles.

**Additional information: Kerin will work with the Visitor Center to arrange electricity for DJ and portables at the Visitor Center parking lot.

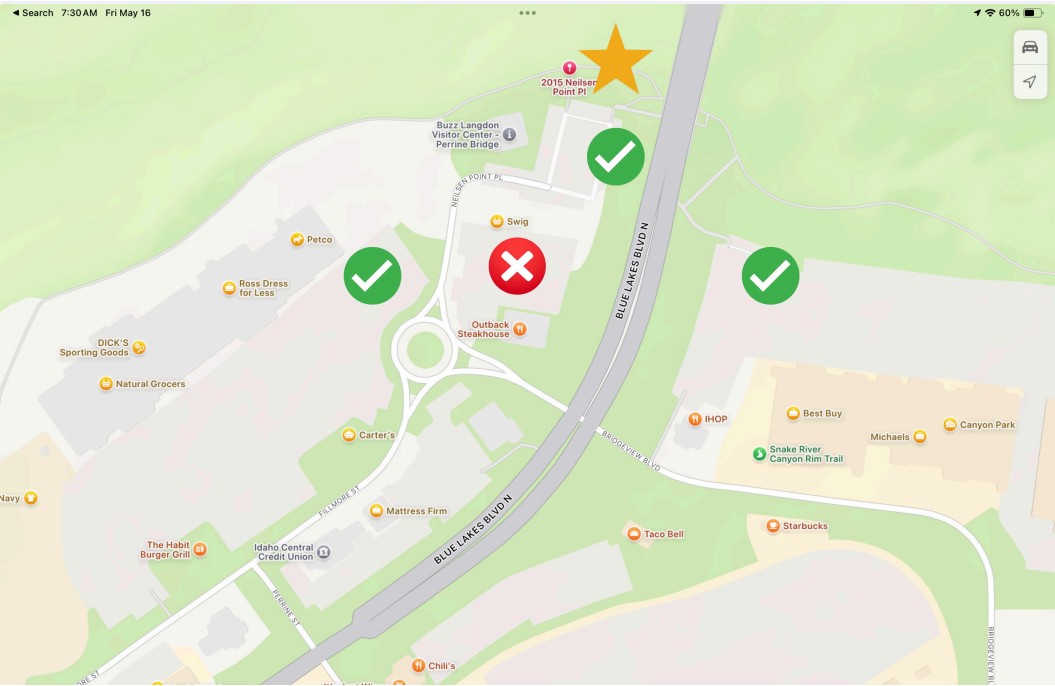
Canyon Rim City Park Downtown Commons Sunway Soccer Park
Shoshone Falls Dierkes Harmon Park Thomsen Park Oregon Trail

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

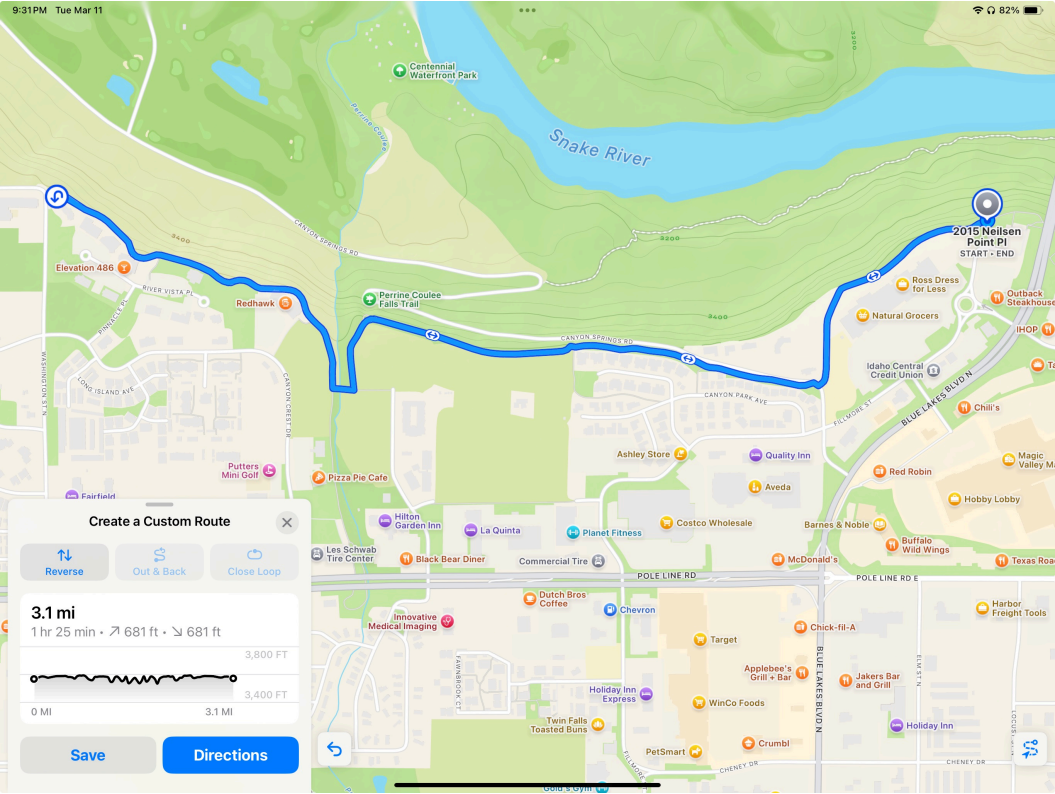
Event Map *

Dierkes.pdf

1.19MB



Screenshot 2025-03-11 at 9.31.20PM.JPEG



Set-up Time Start *

10/11/2025 06:00:00 AM

Set-up Time End *

10/11/2025 08:30:00 AM

Event Time Start *

10/11/2025 09:00:00 AM

Event Time End *

10/11/2025 01:00:00 PM

Take Down Time Start *

Take Down Time End *

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.

Parking Plan

Parking Plan *

In progress. Working on it.

Parking Plan Map

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

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

Agreement, insurance, and fees may apply

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

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.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Plastic water bottles, lunch waste and materials.

Have you arranged for portable toilets? *

☒ Yes ☐ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☐ Yes ☒ No

Contact person in charge of waste. *

Kerin mumm

Phone number of contact

208-529-1011

Number of staff assisting in removal.

4

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

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 *



Name *

Kerin mumm

Date *

05/02/2025



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 *

Please provide access to emergency vehicles during this 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 *

Requires police security as in past years. (Same number of officers). Alcohol service will not be left unattended overnight and will be secured in businesses. Hard liquor and all alcohol service must follow the catering permit and state licensing requirements.

Please attach the Insurance certificate.

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 *

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 *

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

Total Due *

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name *

Mable Shurtleff

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

Annual Oktoberfest Festival

Estimated Number of Attendees *

500

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.

Some street vendors will have 10x10 tents over their areas.

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 *

OLIVIA

Last Name *

Butterworth

Onsite Contact

First Name *

OLIVIA

Last Name *

Butterworth

Event Information

Event Name *

Oktoberfest

Event Location (Park or Facility Requested)

Downtwon Twin Falls, Main Street (both sides of Shoshone)

Is this event indoors or outdoors? *

- ☐ Indoors
- ☒ Outdoors

Event Reoccurrence

- ☐ One Time Event
- ☐ Recurring over several weeks/months

Event Description *

This is the annual, established, Oktoberfest Festival that happens in Downtown Twin Falls every year. It is Friday and Saturday October 3rd and 4th (always the first weekend in October). It is owned and managed by Eric & Olivia Butterworth, owners of Cloverleaf Creamery. After this event left the hands of Kinsey Taylor, owner of the Brass Monkey, we stepped up to keep it going to provide Twin Falls with a fun, exciting, family-friendly event that drives business to Historic Downtown Twin Falls. It is great for local vendors on Main Street as well as small business owners who sign up every year to be street vendors. It is a fun and safe event that Twin Falls has become accustomed to and looks forward to every year. There will be lots of food, drinks, face-painting, cotton candy, a kids jump house, an adult beer sliding competition hosted by O'Dunkens and Koto Brewing, and some great local vendors playing music.

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 *

Maps 2025 Oktoberfest.pdf

1.07MB

Set-up Time Start *

10/03/2025 12:00:00 PM

Set-up Time End *

10/03/2025 04:00:00 PM

Event Time Start *

10/03/2025 04:00:00 PM

Event Time End *

10/04/2025 11:00:00 PM

Take Down Time Start *

10/04/2025 10:00:00 PM

Take Down Time End *

10/04/2025 11:00:00 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.

Parking Plan

Parking Plan *

Parking will be allowed on open streets and open parking lots. It will not be allowed on Main Street from Koto Brewing to O'dunkens, and Key Bank to the City Commons, as per recent years.

Parking Plan Map

Oktoberfest Map 2025.pdf

3.3MB

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

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.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

We have extra trash receptacles provided by PSI, on the map located. We also have the Buhl wrestling team donating their time on Sunday to pick up trash, in addition to our downtown team.

Have you arranged for portable toilets? *

☒ Yes ☐ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☒ Yes ☐ No

Name of Contracted Company *	Number of Trash Receptacles *	Size of Trash Receptacles
PSI	12	small to medium
Contact person in charge of waste. *	Phone number of contact	Number of staff assisting in removal.
Olivia Butterworth	208-420-1678	10

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

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 *

Olivia Butterworth

Name *

Olivia Butterworth

Date *

08/07/2025



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 *

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 *

Need insurance documents before final approval

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 *

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 *

All food vendors shall have a valid 2025 fire inspection decal, and any tent that is 401sf or larger shall have a tent permit through the TFFD.

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 *

Due to changes made by the event coordinator the following are needed for the event:

Food trucks must use drip pans and no grease disposed on grass. Please park food trucks on a hard surface.

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

Total Due*

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name*

Mable Shurtleff

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
- Rally

Estimated Number of Attendees*

400

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.

Pop up tents (2) in the grass area behind the benches/North side of park. Food truck to be parked along 6th Street/hard surface.

Called on 9/8/25 to change event end time from 2:00pm to 2:30pm and take down time from 2:30pm to 3:00pm.

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 *

Dennis

Last Name *

Bowyer

Onsite Contact

First Name *

Heather

Last Name *

Muth

Event Information

Event Name *

Indivisible Demonstration No Kings Day

Event Location (Park or Facility Requested)

City Parks

Is this event indoors or outdoors? *

☐ Indoors
☒ Outdoors

Event Reoccurrence

☒ One Time Event
☐ Recurring over several weeks/months

Event Description *

Speakers will be using the Band Shell. This will be a rally holding our legislators accountable, advocates for social and economic justice.

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 *

Parks_20250904_135347.pdf

1.19MB

Set-up Time Start *

10/18/2025 11:00:00 AM

Set-up Time End *

10/18/2025 11:30:00 AM

Event Time Start *

10/18/2025 12:00:00 PM

Event Time End *

10/18/2025 02:00:00 PM

Take Down Time Start *

10/18/2025 02:00:00 PM

Take Down Time End *

10/18/2025 02:30:00 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.

Parking Plan

Parking Plan *

We are having people park in the County's Courthouse parking lot on Gooding St. and people will park around the park itself.

Parking Plan Map

Permits, Licenses and Agreements

Will goods, services, food, or beverages be sold? *

☐ Yes ☒ No

Will you have keg beer at your event? *

☐ Yes ☒ No

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.

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.

Waste Plan

As an event organizer, you are responsible for the waste generated by your participants, spectators and vendors, as well as the costs associated with proper disposal.

Discarded Materials *

List what materials from your event will be discarded by vendors and attendees (i.e. cardboard, plastic bags, food waste, Styrofoam, plastic bottles, aluminum cans etc.):

Plastic bottles, cans, and papers.

Have you arranged for portable toilets? *

☐ Yes ☒ No

Have you contracted for additional trash receptacles and/or dumpsters? *

☐ Yes ☒ No

Contact person in charge of waste. *

Dennis Bowyer

Phone number of contact

208-733-1013

Number of staff assisting in removal.

5

Any cleanup required by City Personnel following an event will be at the expense of the event organizers.

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 *

Dennis J Bowyer

Name *

Dennis J Bowyer

Date *

09/04/2025



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation
Application,

Gerald Martens

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 15, 2025, for public hearing pursuant to public notice as required by law for Vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: August 28, 2025.
3. The property in question is zoned R-6 ZDA pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Twon Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, R-6 ZDA; to the south, R-2 ZDA & R-6 ZDA; to the east, R-6 ZDA to the west, R-2 ZDA.
5. The City Staff reviewed the application and found no detrimental issues with the vacation of this roadway.

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision is consistent with the purpose of the R-6 ZDA Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the R-6 ZDA Zone, subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein.

4. The application for Vacation of Magic Road right-of-way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following:

DECISION

1. The application Vacation of Magic Road right of way, adjacent easements, and lots on property located within Block 4 of the Perrine Point Subdivision is hereby granted.

2. 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 continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to Block 4 being re-platted, identifying necessary access and utility easements to be determined by City Engineer, prior to any development occurring on the property.
3. Subject to the current sidewalk along Magic Road remaining, or a new pedestrian path being dedicated and constructed through Block 4 during the Re-Plat process.

APPLICATION #: **PZ25-0081**



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation
Application,

Gerald Martens

Applicant(s)

)
) FINDINGS OF FACT,
)
) CONCLUSIONS OF LAW,
)
)
) AND DECISION

This matter having come before the City Council of the City of Twin Falls, Idaho on September 15, 2025, for public hearing pursuant to public notice as required by law for Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision and the City Council of the City of Twin Falls having heard testimony from interested parties and being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: August 28, 2025.
3. The property in question is zoned R-2 ZDA pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, R-6 ZDA; to the south, R-2 ZDA; to the east, R-2 ZDA to the west, County Jurisdiction.

Based on the foregoing Findings of Fact, the City Council of the City of Twin Falls hereby makes the following

CONCLUSIONS OF LAW

1. The application for Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision is consistent with the purpose of the R-2 ZDA Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-4, 10-1-5, 10-16-1 & 2, Twin Falls City Code.

3. The proposed use is proper use in the R-2 ZDA Zone, subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though fully set forth herein.

4. The application for Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls.

Based on the foregoing Conclusions of Law, the City Council of the City of Twin Falls hereby enters the following

DECISION

1. The application Vacation of Perrine Court rights of way, adjacent easements, and lots on property located within Block 18 of the Perrine Point Subdivision is hereby granted.

2. 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 continued compliance with all local, state, and federal code requirements and other standards as applicable.
2. Subject to Block 18 being re-platted, identifying necessary access, utility, and pressure irrigation easements to be determined by City Engineer, prior to any development occurring on the property.

APPLICATION #: PZ25-0080



Date: Monday, September 22, 2025
To: Honorable Mayor and City Council
From: Mitchell Brooks, Battalion Chief, Fire Chief

PRESENTATION

Request:

Presentation to recognize Twin Falls Fire Department's new Deputy Chief Shane Smith, and our newly promoted Driver/Operator Joseph Casias, along with taking their oath of office, and pinning their new rank badge.

Time Estimate:

The presentation will take approximately 15 minutes.

Background:

Fire Chief Mitchell Brooks would like to take this opportunity to welcome and recognize our new Deputy Chief, and our newly promoted Driver/Operator.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Brooks would like to have our new Deputy Fire Chief, Shane Smith, and Driver/Operator Joe Casias both sworn in before the City Council, with Mayor Ruth Pierce administering their Oaths of Office together on September 22, 2025.

Attachments:

1. Deputy Chief Oath of Office-Smith
2. Smith, Shane - Resume
3. Driver Oath of Office-Casias

**City of Twin Falls Fire Department
State of Idaho
Deputy Chief Oath of Office**

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

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

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

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

Signature

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

ATTEST:

Mitchell Brooks, Fire Chief



Shane T. Smith

Deputy Chief – Operations

RESUME OF QUALIFICATIONS

My Creed:

I will place the welfare of others before my own. I will remain a student of my craft, continuously learning from those who lead me and those I lead. I will humbly serve others including those I am entrusted to lead, I will do so without seeking recognition. I will take ownership of my actions and responsibilities, never shifting blame or avoiding accountability. I will embrace failure as an opportunity for learning, growth, and innovation. I will strive for the challenging goal of clear and effective communication. I will adhere to what is right both on and off duty, honoring the privilege I have been given to serve others with integrity and honesty. I will follow with humility, lead with purpose, and never allow my emotions to dictate my decisions.

Experience within South King Fire

2024	South King Fire Promotion - Operations	Deputy Chief
2022	South King Fire Promotion - Special Operations	Division Chief
2021	FEMA USAR Promotion- WA State Task Force 1	Task Force Leader
2020	South King Fire - Operations	Acting Battalion Chief
2020	South King Fire - Emergency Management	COVID Task Force Captain
2018	South King Fire Promotion	Station Captain
2018	FEMA USAR Promotion- WA State Task Force 1	Task Force Safety Officer
2015	South King Fire - Training Division	Captain Training Officer
2014	FEMA USAR Promotion- WA State Task Force 1	Rescue Squad Officer
2014	South King Fire Appointment	Rescue Team Leader
2014	South King Fire Recruit Training	Temporary Training Officer
2014	South King Fire Promotion	Lieutenant
2013	South King Fire Recruit Training	Temporary Training Officer
2007	FEMA USAR Appointment- WA State Task Force 1	Rescue Specialist
<u>Federal Way Fire Became South King Fire</u>		
2005	Federal Way Fire Appointment Technical Rescue Team	FF Rescue Technician
2003	Federal Way Fire	Firefighter

South King Fire Relevant Certifications

Current Washington State Emergency Medical Technician
Incident Qualification Card "Red Card" Firefighter Type 2 – Expiration 12/31/2025
National Incident Management System ICS L-960 All Hazards Division Group Supervisor
National Incident Management System Incident Command Courses, ICS 100, 200, 300 & 400

National Disaster & Emergency Management Training

National Response Plan (NRP)	National Response Framework (NRF)
FEMA Ethics Orientation	Fundamentals of Emergency Management
FEMA Leadership & Influence	Planning for the Needs of Children in Disasters
Introduction to Hazard Mitigation	Introduction to NRF Incident Annexes
National Disaster Recovery Framework	

Previous Experience

1996	Magic Valley Paramedics, Twin Falls, ID	Paramedic/Rescue Technician
1994	Twin Falls Fire Department, Twin Falls ID	Firefighter
1991	Warner Brothers Studios Fire Department, Burbank, CA	Firefighter/EMT
1991	City of Downey, California Fire Department	Auxiliary Firefighter/EMT

Education

- Gonzaga University Certificate in Servant Leadership
- Waldorf University Bachelor of Arts - Emergency Management
- Waldorf University Associate of Arts - Fire Science
- Bates Technical College, Fire Academy
- College of Southern Idaho, Fire Technology Courses
- Rio Hondo College, Fire Academy Recruit Class 31

Honors and Achievements

• Letter of Commendation – FEMA USAR Response Maui County Wildfires	2023
• Letter of Commendation – FEMA USAR Response Oso Landslide	2014
• South King Fire and Rescue Firefighter of the Year	2011
• Meritorious Unit Citation	2006
• Federal Way Fire Departments “Chiefs Company” Award	2005
• Meritorious Unit Citation	2004
• Nominated Red Cross Community Hero Award	2004

Professional Committees/Memberships

- State Urban Search & Rescue Alliance “SUSAR”
- South King Fire PEER Support Team Member
- International Association of Water Rescue Professionals
- National Emergency Management Association “NEMA”
- Chief Explorer Advisor – South King Fire Explorer Post 39
- South King Fire Apparatus Standardization Committee
- Pierce County Department of Emergency Management USAR Team Operations Committee
- South King County Fire Training Consortium - Training Advisory Group
- Lead Instructor South King County ZONE III Technical Rescue Group
- Committee Member South King County Zone III Technical Rescue Committee
- Committee Member South King County Zone III “Ladder Truck” Training Committee
- Member WA State Joint Apprentice Training Committee
- Aerial Ladder “specification committee”
- Member Strategic Planning Team

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

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

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

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

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

Signature

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

ATTEST:

Mitchell Brooks, Fire Chief





Date: Monday, September 22, 2025
To: Honorable Mayor and City Council
From: Shawn Barigar, Economic Development Director

ACTION ITEM

Request:

Request approval of the Event Center Feasibility Study Consulting Agreement with Johnson Consulting.

Time Estimate:

5 minutes

Background:

A Request for Qualifications was issued earlier this year seeking a consulting firm to assist with development of a comprehensive feasibility study for the potential development of a Multi-Use Event Center in Twin Falls. Five proposals were received in July and copies were distributed to members of the Event Center Committee for scoring. Following the compilation of scoring, three firms were invited to make presentations to the committee on August 26 to narrow the selection to a preferred vendor. At the conclusion of those interviews, the committee ranked the remaining firms and selected Johnson Consulting as the preferred vendor.

Staff worked with Johnson Consulting to define the scope of work for the study as well as a cost of \$123,500. Those terms are outlined in the contract included in your packet. Legal counsel has reviewed the terms and there are no issues with it.

Approval Process:

Budget Impact:

Funding for the feasibility study in the amount of \$125,000 is included in the current City Budget. These funds may be encumbered into the new fiscal year beginning October 1, 2025, to complete the work.

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the Council approve the contract with Johnson Consulting for the Multi-Use Event Center Feasibility Study and authorize the Mayor to sign.

Attachments:

1. CHJC_Twin Falls Draft Contract_091825

CONSULTING AGREEMENT

THIS AGREEMENT is made effective on the _____ of _____, 2025 (the “Effective Date”) by and between:

City of Twin Falls, ID (“Client”) and

C.H. Johnson Consulting, Inc.

an Illinois Corporation d/b/a Johnson Consulting (the “Consultant”)

WHEREAS, the Consultant proposes to provide the Client with consulting services for a Multi-Use Event Facility Feasibility Study ;

WHEREAS the Consultant possesses, and has access to, the certain training, expertise, and competence to perform such services; and

WHEREAS the Client desires to have the Consultant perform consulting services for the Client and the Consultant desires to perform such services for the Client.

NOW THEREFORE in consideration of the mutual covenants and undertakings contained herein, and other good and valuable consideration (the receipt and sufficiency of value is hereby acknowledged) and subject to and on the terms and conditions herein set forth, the parties hereto agree as set forth below.

ARTICLE 1: INTERPRETATION

1.1 DEFINITIONS.

Unless the context otherwise requires, the following terms and expressions shall have the meanings set forth below whenever used in this Agreement:

“Additional Services” means those services over and above the services required to be performed by the Consultant under the terms of this Agreement and which have been approved in advance by the Client in writing.

“Consulting Services” means those services, duties, functions, tasks, and deliverables (and any services reasonably inferable therefrom) to be provided by the Consultant as described in “Exhibit A”;

“Completion Date” means the date on which the Consulting Services and all tasks and deliverables have been provided to the Client in accordance with the terms and conditions of this Agreement.

ARTICLE 2: CONSULTING SERVICES

2.1 SERVICES.

The Client hereby engages the Consultant as an independent contractor to provide the Consulting Services in a professional, workmanlike, competent, and timely manner. The terms and conditions of this Agreement shall apply to all such services provided during the Project. The Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. The Scope of Services are outlined in Exhibit "A".

2.2 STANDARDS OF PERFORMANCE.

(a) The Consultant acknowledges, warrants and represents that it and all employees, and approved subcontractors, and agents it assigns to perform the Consulting Services hereunder, possess the necessary qualifications, knowledge, skills, expertise, and experience and the Consultant agrees to perform the Consulting Services to the standards of an experienced, sophisticated specialist in the area of the Consulting Services to be provided to the Client under this Agreement. The Consultant shall, at all times during the Term, act in the best interest of the Client and shall perform the Consulting Services in a competent, good, workmanlike, and professional manner using due care and diligence. In performing the Consulting Services, the Consultant shall comply with all applicable laws, orders, regulations, ordinances, standards, codes, and other rules, licenses and permits of all lawful authorities and applicable regulatory bodies.

2.3 PROJECT TIMELINE.

The Consultant shall provide all labor and work required for the performance of the Consulting Services and shall begin providing the Consulting Services upon the Client's Representative authorization to proceed, diligently perform and deliver the Consulting Services to the Client in accordance with the general schedule of tasks and deliverables to be provided during the Project as set forth in Exhibit "A".

2.4 REVISIONS TO THE SCOPE OF SERVICES.

Any changes to the scope of the Consulting Services to be performed by the Consultant shall be made by written amendment of this Agreement signed by both parties.

ARTICLE 3: PERSONNEL, REPRESENTATIVES AND REPORTING

3.1 PERSONNEL.

- (a) The Consultant may assign to the provision of the Consulting Services such personnel as it deems necessary to complete the Consulting Services.,
- (b) If, in the opinion of the Client, the Consultant has assigned personnel to provide the

Consulting Services who are unqualified, incompetent or otherwise unsuitable, the Consultant shall replace such personnel with personnel with the qualifications, skills and competence suitable to the Client.

3.2 INDEPENDENT CONTRACTOR.

It is specifically agreed and understood that the Consultant will at all times be an independent contractor, and not an employee, agent, or servant of the Client in connection with the performance of the Consulting Services as set forth in this Agreement. Consultant will (a) not enter into any contract, agreement or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of the Client; (b) not be entitled to participate in any plans, arrangements or distributions by the Client or its affiliates or subsidiary companies pertaining to or in connections with any pension, stock, bonus, insurance, profit sharing or similar benefits for the Client's regular employees; and (c) retain full control over the manner in which it performs the Services. This Agreement shall not be construed to create a joint venture, partnership, or similar association between the parties or as imposing upon either party hereto any partnership or similar duty or obligation or liability to the other party hereto or to any third party.

ARTICLE 4: FEES & EXPENSES

4.1 FEES – GENERAL.

The fees payable to the Consultant for the Consulting Services provided shall be a lump sum fee of \$123,500.00, as set out in Exhibit "A".

4.2 FEES AND TERMS OF PAYMENT.

(a) The Consultant's compensation for the Consulting Services shall be the fees and any Reimbursable Expenses as described in Exhibit "A". Such fees and the Reimbursable Expenses shall be the sole remuneration for the Consulting Services, and the Consultant shall not receive any other benefits or remuneration from the Client and is not a member of any deferred compensation plan, pension plan, or bonus plans of the Client.

(b) Fees for the Project shall be billed to the Client on a monthly basis, based on percentage of completion. An invoice for the first portion of work completed shall be submitted no earlier than thirty (30) days after the applicable Commencement Date of the Project, and payable net 30 days.

4.3 ADDITIONAL SERVICES.

The Consultant shall not provide any Additional Services unless approved by the Client in writing and in advance of any such Additional Services being provided. The Consultant will submit hourly rates to the Client for approval prior to proceeding with additional work.

ARTICLE 5: TERM; TERMINATION; WORK PRODUCT OWNERSHIP

5.1 TERM.

This Agreement shall become effective when signed by both the Client and the Consultant, and shall continue in full force and effect for so long thereafter as any Consulting Services remain uncompleted. In addition, Client may terminate the agreement for its convenience by providing Consultant written notice of such termination. In such event, Consultant shall be paid for all services completed through the date of termination.

5.2 TERMINATION FOR CAUSE BY THE CLIENT.

(a) The Client shall have the right to terminate this Agreement immediately upon written notice to the Consultant and without further liability hereunder if at any time during the Term the Consultant shall:

1. File for bankruptcy protection, whether voluntarily or involuntarily, or makes an assignment for the benefit of creditors, or can no longer pay its debts as they become due;
2. Commit an act of fraud, dishonesty, or serious misconduct;
3. Fail to abide by or perform any of the terms and conditions of this Agreement or any modification hereto, and fail to correct the default or provide an acceptable schedule for the correction of the default within five (5) working days of being given notice by the Client to do so;
4. Default or neglect to carry out any portion of the Consulting Services in accordance with this Agreement or any modification hereto, and fail to correct the default or provide an acceptable schedule for the correction of the default within five (5) working days of being given notice by the Client to do so; or
5. Fail to make payment when due to subcontractors or suppliers.

5.3 TERMINATION FOR CAUSE BY CONSULTANT.

The Consultant shall have the right to terminate this Agreement immediately upon written notice to the Client and without further liability hereunder if at any time during the Term, the Client shall:

- Commit an act of bankruptcy;
- Be guilty of fraud or dishonest or serious misconduct; or
- Breach or fail to observe or perform any of its material obligation or the conditions of this Agreement through no fault of the Consultant. However, in the case of the Client's failure to

make payment to Consultant of an undisputed invoice, this Agreement shall not terminate as a result of such failure unless the Consultant provides to the Client written notice of termination for non-payment and the Client fails to pay the undisputed invoice in full within thirty (30) days.

5.4 EFFECT OF TERMINATION.

- Upon termination under Articles 5.1, 5.2, or 5.3, the Consultant shall be paid a pro rata portion of the lump sum fee for the applicable phase of the Project during which any Consulting Services were actually provided but in no event, shall the Consultant be entitled to loss of anticipated profits or consequential damages.
- Apart from the payments specified in this Article 5.4, the Consultant shall not be entitled to any further payment or compensation of any nature or kind arising from, or relating to, the early termination of this Agreement.

ARTICLE 6: CONFIDENTIALITY

6.1 CONFIDENTIALITY.

During the course of providing the Consulting Services hereunder to the Client it is understood that the Consultant may have access to information confidential and proprietary to the business of the Client and unless otherwise agreed in writing by the Client, the Consultant shall use and disclose such Confidential Information only as expressly set out in this Agreement, and only for the provision of the Consulting Services and any deliverable items contemplated by this Agreement. All Confidential Information shall be held in strict confidence and shall not be disclosed to any person except the Consultant's employees, subcontractors, and agents who require such Confidential information in order for the Consultant to fulfill its obligations under this Agreement.

6.2 EXCEPTION TO CONFIDENTIALITY.

Notwithstanding the above, the Consultant shall not be liable for disclosure of any Confidential Information if:

- It is now or hereafter becomes available to the public other than by way of disclosure by the Consultant;
- It was known by the Consultant prior to disclosure by the Client;
- It was developed or created independently by the Consultant;
- It becomes available from other sources through no fault of the Consultant;
- It was disclosed with and in accordance with the terms of prior written approval of the Client; or
- The disclosure is required by law.

6.3 NO RIGHTS GRANTED.

It is expressly understood by the parties that, except for the right to use Confidential Information for the purposes contemplated herein, the Client does not grant to the Consultant any other rights whatsoever in such information. In no case shall the Consultant acquire any ownership rights and/or proprietary interest in the Confidential Information or other information of the Client.

6.4 OBLIGATION ON COMPLETION DATE, TERMINATION, OR EXPIRATION.

Upon the Completion Date, or the termination or expiration of this Agreement, or at any other time, all Confidential Information in the possession of the Consultant shall be either returned to the Client or destroyed if so directed. In the event of a breach or threatened breach by Consultant of the provisions of this Article, the Client shall be entitled to an injunction restraining the Consultant from disclosing, in whole or in part, such Confidential Information.

ARTICLE 7: REPRESENTATION AND WARRANTIES

7.1 REPRESENTATIONS AND WARRANTIES.

The Consultant hereby covenants and represents and warrants to the Client, as follows:

- The performance of the Consulting Services shall not create any conflict of interest, either ethically, professionally, or otherwise, in relation to any services provided by the Consultant to any other party prior to, during, or subsequent to this Agreement;
- The Consultant represents and warrants to the Client that the Consultant is a corporation duly incorporated and organized, validly subsisting and in good standing under the laws of its jurisdiction of incorporation and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;
- The Consultant represents and warrants to the Client that it has taken all necessary corporate action and received all required approvals and that this Agreement therefore constitutes a legal, valid and binding obligation of the Consultant enforceable in accordance with its terms.

ARTICLE 8: INSURANCE

8.1 INSURANCE.

(a) The Consultant shall, at its sole cost, purchase and maintain in full force during the Term of this Agreement the following insurance coverage, with limits of liability not less than those set forth below. Additional coverage may be required based upon services to be rendered.:

- (i) Comprehensive general liability insurance in respect to the Consulting Services and operations of the Consultant, including products/completed operations, contractual liability, bodily injury and property damage, and independent contractor's coverage with policy limits

of not less than one million (\$1,000,000.00) per occurrence, with the Client named as an additional insured on a primary non-contributory basis with respect to the performance of the Consulting Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the Client upon any cancellation or material change in coverage;

- (ii) All risk insurance on any personal property, tools, or equipment to be used by Consultant in performing or providing the Consulting Services, to full replacement value;
- (iii) To the extent available and applicable to the Consultant, Workers' Compensation insurance or similar insurance in accordance with the statutory requirements of the State of Illinois, for all its employees engaged in performing the Consulting Services. Where Workers' Compensation insurance coverage or similar insurance is not available to the Consultant, it shall provide the Client with a letter outlining the reasons for lack of coverage and provide the Client with proof of employer's liability insurance; and
- (iv) Standard automobile liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence in respect of bodily injury, death, and property damage (but only if the Consultant uses one or more vehicles in performing the Consulting Services).
- (v) Professional errors and omission liability insurance covering CHJC's liability arising out of negligent acts, errors, or omissions in the rendering of Services under this Agreement in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate. Coverage shall be maintained for the term of Services under this Agreement.

The Consultant shall provide the Client with confirmation of coverage and, if required, a certified true copy of the policies certified by the authorized representative of the insurer together with copies of any amending endorsements on the Commencement Date or as soon thereafter as is practical, and from time to time during the Term as and when requested by the Client.

ARTICLE 9: DELEGATION AND SUBCONTRACTING; APPROVED SUBCONTRACTORS

9.1 DELEGATION AND SUBCONTRACTING.

The Consulting Services shall be performed in accordance with the Contract Documents and in a complete and professional manner with the standard degree of skill and care exercised by experienced, reputable, timely personnel and/or subcontractors using the Consultant's standard skill, attention, and diligence. The Consultant shall be solely responsible for all portions of the Consulting Services, and shall be responsible to the Client for the acts and omissions of the Consultant's employees, its subcontractors and their agents and employees, and other persons performing the Consulting Services on behalf of the Consultant, if any. The Contractor shall not delegate any of its obligations under this Agreement or subcontract any portion or all of the Consulting Services other than as described in Exhibit "A", without the prior written consent of the Client, which consent shall not be unreasonably withheld.

ARTICLE 10: INDEMNITY

10.1 INDEMNITY.

The Consultant, to the fullest extent permitted by law, shall indemnify, defend, and hold harmless the Client, Client's officers, directors, and employees from and against any actions, claims, damages, liens, demands, liabilities, costs, and expenses of every nature and kind whatsoever (including attorneys' fees and all court or arbitration or other dispute resolution costs) which may be brought against or suffered by the Client or which the Client may incur, sustain, or pay arising out of or in connection with any negligent act or omission, default, breach of warranty, or misrepresentation of the Consultant, its employees, agents, or subcontractors in any way incidental to the Consulting Services or this Agreement.

10.2 SURVIVAL.

This indemnity shall survive the Completion Date, or the expiration or termination of this Agreement.

ARTICLE 11: NOTICES

11.1 NOTICES.

Any notices or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested), or sent by overnight delivery service, electronic mail, or facsimile transmission (with electronic confirmation of successful transmission) to the parties at the following addresses:

(a) If to the Client:

Mr. Shawn Barigar
City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301
O: 208-735-7240
E: SBarigar@tfid.org

(b) If to the Consultant:

Charles H. Johnson IV
6 East Monroe Street, Suite 500
Chicago, IL 60603
O: 312.447.2001
E: cjohnson@chjc.com

Or at such other place or places or to such other person or persons as shall be designated in writing by a party to this Agreement in the manner herein provided.

ARTICLE 12: MISCELLANEOUS

12.1 COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.2 WAIVER.

The failure by either party to insist upon the performance of any one or more terms, covenants, or conditions of this Agreement shall not constitute, and shall not be construed to constitute, a waiver or relinquishment of any right granted hereunder or of any future performance of any such term, covenant, or condition, and the obligation of either party with respect hereto shall continue in full force and effect, unless such waiver shall be in writing signed by the party to be charged.

12.3 SURVIVAL.

The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of this Agreement, including but not limited to any expressed limitations of or releases from liability, indemnifications, and warranties shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion, or expiration.

12.4 SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and ensure to the benefit of each of the Consultant and the Client and their respective successors and permitted assigns. This Agreement and any of the rights, interest, or obligations hereunder may not be assigned or delegated by the Consultant without the prior written consent of the Client.

12.5 DISPUTE RESOLUTION

In the event of a dispute or alleged breach arising under this Agreement each party agrees that, prior to instituting any claim against the other party in a court of competent jurisdiction, such party shall attempt in good faith to reasonably cooperate with the other party to resolve any dispute to each party's commercially reasonable satisfaction within thirty (30) days of the receipt of notice from the party alleging the dispute.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement by their duly authorized officers as of the date(s) indicated below but effective as of the Effective Date.

C.H. Johnson Consulting, Inc.**City of Twin Falls**

Charles H. Johnson, President Date

Ruth Pierce, Mayor of Twin Falls Date

Address for Notice:

Address for Notice:

Consultant

Charles H. Johnson IV
C.H. Johnson Consulting, Inc.
6 E. Monroe St., Suite 500
Chicago, IL 60603
O: 312.447.2001
E: cjohnson@chjc.com

Client

Shawn Barigar
City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301
O: 208-735-7240
E: SBarigar@tfid.org

EXHIBIT “A” SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Twin Falls (“Client” or “City”) is seeking proposals to assist the City Council and the Twin Falls Multi-Use Event Center Advisory Committee (“Committee”) with a study that will determine the feasibility of Multi-Use Event Center (“Center”) to serve as a venue for conferences, conventions, sporting events, cultural activities, and community gatherings. The study will include a market analysis, operational and financial analysis, and operational planning and economic and fiscal impact analysis to determine the appropriate product to best enhance economic development, increase tourism, support regional events and support the recreational and business needs of the community.

Our Consulting Team (“Team”) specializes in multi-purpose event facilities, convention and conference centers, performing arts and cultural venues, and sports venues – all of the uses envisioned for this facility – and has worked on hundreds of these projects across the nation, including in Idaho where we are currently working in Boise on a Market & Feasibility Study for the Greater Boise Auditorium District. The detailed analysis and recommendations prepared by our Team will provide the City of Twin Falls with the critical information needed to make the most informed decisions by determining the potential market opportunity, economic viability and performance, and the optimal size and scale of the multi-use event facility.

The results will serve as an objective, defensible foundation for communication with the general public, stakeholders and media about the purpose this potential venue fulfills in terms of strengthening and diversifying the local economy as well as the resident and tourism experience. Our goal is to develop a report which builds consensus around the project throughout the community.

For an engagement of this nature, the following questions need to be addressed:

Market and Community Perspective: What is the overall assessment of the market? Which venues will the proposed facility complement, compete with, or impact, and how will they perform vis-à-vis peer facilities in regional markets? Who will utilize the venue and what are their needs, desires and expectations, both from a patron and performing arts organization perspective? What are the community and local users’ opinions on the needs? How will a new facility impact other regional venues and how can it help serve local needs? How can a new facility contribute to creating great places in Twin Falls?

1. **Program Considerations:** What size and type of project can the market support? What are the physical and technological attributes the venue should have? What is the optimal configuration to capitalize on

the market trends and site attributes, and ensure flexible use of space today and in the future? How will the potential user groups impact the programming and demand of the venue, considering performance and rehearsal needs? What site locations offer the best opportunities for optimizing programmatic synergies and maximizing community and economic benefits?

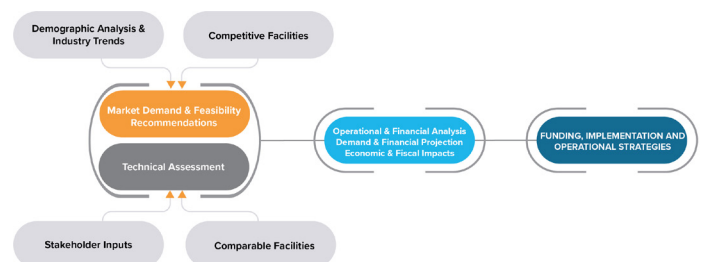
2. **Operations and Financing:** How will the facility operate from a demand and financial perspective? What is the anticipated demand calendar and 10-year pro forma for the venue? What is the optimal approach to financing and funding the venue? Are there creative tools that can be used, such as capital giving campaigns, economic development grants, public-private partnerships, auditorium districts, TIF, local, state and federal grants, etc.? How should the facility be managed and operated? What is the cultural, job creation and economic impact to the community?

Answering these questions is our standard practice and provides our clients with the information they need to make informed decisions about the pursuit of the project.

APPROACH

Arts, culture, conventions, sports, and entertainment provide depth to a community that is immeasurable. How such elements get woven into or pulled out from the current fabric is what makes each community distinctive. Johnson Consulting has developed a nationally recognized multi-disciplinary approach to determining project feasibility and providing business planning for multi-purpose event and entertainment projects.

The outcomes of similar analyses as described below have helped numerous communities across the country in developing strategies and facilities that serve to define their community as a destination for convention/conferences, sports, and entertainment. Our project references will attest to the quality of our work and the role that it has played in advancing their communities tourism and destination development. Below is a graphic that summarizes the approach we use and the following pages provide detail on each scope task



TASK 1 - PROJECT ORIENTATION & INITIAL FIELDWORK

- To initiate the process, we will hold workshops with Client Representatives (including the City of Twin Falls and the Twin Falls Multi-Use Event Center Ad Hoc Citizen Advisory Committee) to confirm the objectives of the study, develop clear lines of communication, review project methodology, and prepare a project work plan with deliverables and deadlines. Topics to be covered include
- Review any proposed project planning or discussions that have occurred to date, from a site location, physical, and business-planning standpoint, and any prior work or analyses that may have been conducted by, or for the community. This will include the previous studies and masterplans conducted, the City of Twin Falls' Prosperous Community goals, and any other studies the Client Group deems relevant.
- Meet with the Client representatives and stakeholders for the project and discuss their objectives for the project.
- Review the City's near- and long-term economic development objectives.
- Identify specific markets and niches for use of the entertainment and event center. For these facilities to be successful, they must appeal to an array of audiences and attract many types of events. Johnson Consulting is highly experienced in identifying and evaluating the full cross-section of audiences that must come to venues to make them appealing to both promoters and taxpayers.
- Identify competitive/comparable markets for use in benchmarking.
- Utilize our Team's extensive database of multi-use event center research developed for cities of similar size and demographics for benchmarking.

We will also use this initial orientation as an opportunity to initiate fieldwork. Fieldwork activities will include:

- Tour the City of Twin Falls, and the surrounding areas with a focus on key nodes of activity.
- Tour and profile the existing entertainment, performance, cultural, sports, and event facilities in Twin Falls and surrounding areas.
- Perform initial potential user group interviews, including meeting planners, sports groups, community theater, music and dance groups, cultural and ethnic group representatives, local public officials and community leaders, businesses, and other stakeholders, to solicit a broad range of input and to acquire a complete coverage of the market area.

- Discuss equity and educational system needs and how such facilities/ strategies can assist in these areas.
- Review and inventory of existing business, events, theatre, arts, cultural, and sports organizations – identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.

TASK 2 - ECONOMIC, DEMOGRAPHIC AND DESTINATION MARKET ANALYSIS

Multi-use event facilities have three distinct markets—a primary demographic trade area, a secondary area, and, if done correctly, a trade area that can pull from a much larger regional area, if the facility and its surrounding environment is compelling and if the programming strategies are superb. Johnson Consulting will define the potential catchment areas for the proposed facility, and conduct a demographic and market analysis. Our efforts will focus a significant amount of research into income and education levels, events, arts, cultural, and sports participation rates, and other key market factors that are unique to the success of multi-use event facilities. This data provides strong indicators of overall facility feasibility, sustainability, performance, and target market groups.

Our analysis will provide an objective, realistic assessment of the market's strengths, weaknesses, opportunities, and threats (SWOT). Among the data to be analyzed will be:

- Population and demographic trends and their impact on demand for events, arts, cultural, sports and meeting space .
- Current and target economic sectors and major employers.
- The current facilities in the area which might complement or compete with the proposed multi-use event center, including comprehensive inventories and profiles of key facilities featuring analysis of layout, amenities, programming, and demand & financing performance.
- Inventory of public, non-profit, and private arts and cultural organizations, groups, institutions, schools, colleges and universities in the area. This will assist us in determining existing users as well as potential users of the multi-use event center.
- Hotel, retail and restaurant supply and growth patterns. This will allow us to interpret the local community's ability to host larger events.
- Transportation and access.
- Other data points and topics as identified.

TASK 3 - REVIEW OF EXISTING EVENT VENUES AND AREA OF OPPORTUNITY

This Task is critical to understanding if there is an area of opportunity for a new multi-use event center based on the existing supply of facilities in the regional area. The Consulting Team will identify convention/conference, sports, performing arts and cultural arts facilities in the region and their event and performance schedules, and determine implications for a new events center by identifying trends in the area's market absorption, maximum capacity, and un-accommodated business. We will compile statistical data on the size, quality, location, and performance of these facilities, including demand and operating information, as well as the impact to the region. We will also assess the level of competition for both content and visitation from comparable and competitive facilities within the broader regional market (i.e., low competition, moderate competition, high competition).

TASK 4 - STAKEHOLDER ENGAGEMENT

There are two forms of outreach- potential user groups, and secondly, local socialization of the proposed project. Focusing on event centers, we will work with Client Representatives to document major corporations, associations, social event planners, organizations, and institutions, hospitals, universities, arts groups, sports groups, and governments active in the region and nationally. We will identify past, current, and potential users of similar facilities and interview them regarding the need and desire for a new event center in Twin Falls. We will have similar conversations with performing arts groups, regional and national trade and consumer show producers, convention organizers, show promoters, sports groups, and other relevant industry participants, as well as representatives of events that make the circuit through existing regional facilities.

We will ask specific questions regarding:

- Amount, size, and attributes of desired event space, if any.
- Hotel requirements.
- Technology requirements.
- Pricing requirements and strategies.
- Perceptions of the market area.
- Support facilities.
- Other criteria necessary to attract their patronage.

We will utilize a combination of interviews and focus groups to gather input from these relevant individuals and groups. This methodology will ensure that we have a clear and accurate understanding of perceptions of the need and desire for a multi-use event center, the target markets for the venue

to pursue, and the impact of potential development projects on facility demand.

TASK 5 - BENCHMARKING ANALYSIS OF COMPARABLE AND COMPETITIVE FACILITIES

In conjunction with the key stakeholders, we will select national comparable multi-use event centers and communities that may offer innovative ideas with respect to facility development or performance in Twin Falls. We will then compile statistical data on the size, quality and performance of these facilities/markets, including demand and operational information, as follows:

- Physical profile, development cost, funding approach and history.
- Profile of past, current, and future event calendars, event attendees' origin and event program satisfaction, and operating performance, including, as available:
 - Number of events and attendance by type.
 - Trends in recent event and attendance demand.
 - Revenues and Expenses, by type.
 - Analysis of rental fee structures, based on information provided by facility management.
 - Profile of management/ownership structures and funding mechanisms.
 - Analysis of local economic and demographic factors which affect demand.
 - Analysis of local environment and support infrastructure including hotel rooms, retail, restaurants, key attractions, transportation, etc.
- Placer AI Analysis to source where visitors are coming from.
- Future expansion plans.

This data will be used to benchmark Twin Falls against these comparable markets and facilities and identify potential gaps and opportunities for the community in terms of multi-use event space. Johnson Consulting has developed a substantial database of financial and operating data for entertainment and event centers throughout the U.S. Our analysis will provide real world operating data and financial performance results that will be one of the primary inputs into our demand and financial analysis. Case study information on comparable and competitive facilities will be fully profiled in our report.

TASK 6 - RECOMMENDATIONS

The preceding analysis tasks will culminate in the development of a proposed building program. Our Consulting Team will use information gathered from

the preceding tasks to determine the appropriate size, amenities, and ideal configuration for the contemplated facility in order to meet identified market demand. We will also comment on any associated land use components that could complement the venue and shared amenities such as food service, entertainment areas and help develop the overall vision for the project.

Recommendations will include items related to, but not limited to the following for the proposed event center:

- Number, size, quality and type of event spaces (ballroom, meeting room, multi-purpose hall, small theater, rehearsal space, auditorium, reception space, black box, dressing rooms, kitchen, lobby, and other needs as identified by the market research), based on optimal event footprints and consideration to making the space multi-functional so that potential uses may include the uses demanded by the market.
- Number, size, quality and type of meeting and breakout spaces, catering facilities, etc.
- Desired and required amenities that may be necessary to accommodate the facility.
- Phasing for future expansions or related adjacent development opportunities.

TASK 7 - SITE ANALYSIS (OPTIONAL)

Building upon our initial field work investigations and discussions with Client Representatives and other key stakeholders, Johnson Consulting will inventory potentially suitable sites in Twin Falls for the possible siting of the convention/event center. Our analysis will identify site characteristics including:

- Preliminary program requirements: size and functional requirements.
- Relationship to surrounding development, including existing community elements such as hotel rooms, restaurants, entertainment, retail, or other facilities in the (project location).
- Urban design considerations.
- Hotel supply connections.
- Transportation including parking requirements; pedestrian and vehicular circulation and accessibility (this work will be preliminary in nature).
- Community impacts.
- Integration with other economic or community development efforts.
- Impact on existing businesses, hotels and tourism.
- Land, infrastructure and capital costs.
- An analysis of the initial cost associated with establishing the contemplated facility

in each location (e.g. the need for additional infrastructure, additional supporting visitor friendly services, hotels, restaurants, the cost of land and labor, etc.)

- Others as identified.

We will then rank the potential sites for the new Event Center utilizing Johnson Consulting's proprietary Site Ranking Matrix based upon their suitability for accommodating the recommended building program, market demand performance, total cost considerations, potential for expansion, and proximity to required support amenities. We will identify the opportunities and constraints for siting the project in the recommended target area. Additionally, we will apply a qualitative summary for decisions made as it relates to design, connectivity and the community as their impacts can be less apparent in a strictly quantitative review.

	PRIORITY	SITE A	SITE B	SITE C
MARKETING CONSIDERATIONS				
Proximity to headquarters hotel	CRITICAL			
Concentration of hotel properties	IMPORTANT			
Hotels within shuttle distance	IMPORTANT			
Adjacent land use compatibility	MINOR			
Proximity to airport	MINOR			
Proximity to retail & restaurants	MINOR			
Proximity to entertainment	MINOR			
PROJECT DEVELOPMENT CONSIDERATIONS				
Exhibit hall on one level	CRITICAL			
Ability to construct meeting space	CRITICAL			
Ability to construct surface parking	IMPORTANT			
Ability to construct structured parking	IMPORTANT			
SITE ACCESS				
Truck	CRITICAL			
Pedestrian	IMPORTANT			
Taxi, bus and auto access	IMPORTANT			
Overflow parking	MINOR			
SITE DEVELOPMENT COST				
Site acquisition cost	CRITICAL			
Demolition & site preparation	IMPORTANT			
Construction complexity	IMPORTANT			
FINANCE AND OPERATIONS				
Ability to finance	CRITICAL			
Operating multiple sites	CRITICAL			
Autonomy of convention center & hotel	IMPORTANT			

TASK 8 - FACILITY CONCEPTS

Cushing Terrell will assist with facility concepts to illustrate the recommendations of the study. They bring a robust, multidisciplinary approach to test fits, massing studies, trend analysis, and exploring optimal solutions for specific sites. Their process begins with a deep dive into site analysis, where they assess existing conditions, utilities, and context to understand opportunities and constraints. This foundational knowledge informs their test fit exercises, which are iterative and collaborative, involving multiple plan options and revisions to ensure client requirements are met efficiently and creatively. Throughout, their process is highly iterative and transparent. They engage clients and stakeholders in workshops and charrettes, present alternatives, and use both qualitative and quantitative criteria to evaluate options. This ensures that the final solution is not only functional and efficient but also forward-thinking and tailored to the unique attributes of each site.

TASK 9 - DEMAND PROJECTIONS

The Consulting Team will provide demand projections of events and attendance over a pre-

opening and 10-year period based the findings of our analysis process, as follows:

- Development of long-range demand projections addressing the number of events by type, number of attendees, and the amount of space required for local, regional, and national events that may include conventions, tradeshow, exhibitions, business meetings, banquets, sports, arts/cultural events, and social events, among others.
- Testing of demand projections using two analytical methods:
 - **‘BOTTOM-UP’ APPROACH** reflecting current demand, annual repeat events, turned away events, and transfers from other locations, and;
 - **‘TOP-DOWN’ APPROACH** reflecting analysis of comparable facility demand, relative levels of supply and demand in the overall market, and anticipated future market share.

The demand projections will identify the primary types and volume of events that will be attracted to the proposed facility and associated attendance projections. We will also discuss policy decisions that come up all the time- balancing local use versus out-of-town bookings.

TASK 10 - FINANCIAL PROJECTIONS

Based on our extensive knowledge of event venue operations and experience with similar facilities, we will develop estimates of income from various sources, including events, catering, grants and fundraising, space and equipment rentals, reimbursed expenses, and other income and contractually obligated income streams such as, but not limited to, sponsorships, advertising, and concessions. As part of the analysis, we will develop a detailed financial model for the new multi-use event center that includes a full discussion of assumptions and considers all factors that will affect the performance of the facilities. The model will generate a financial pro forma statement that summarizes a 10-year projection of revenues, expenses and net operating income throughout the period of the projections.

Revenues will include: space rental, catering, telecommunications, audio/visual, decorating, electrical, concessions, novelties, advertising, parking, service charges, and others specific to this project. Expenses will include: payroll, utilities, repairs and maintenance, advertising and marketing, security, insurance, management expense, capital reserves for replacement, and others identified.

At the end of this Task, the reader will be provided with a clear understanding of how the proposed facility is projected to perform financially.

TASK 11 - ECONOMIC AND FISCAL IMPACT ANALYSIS

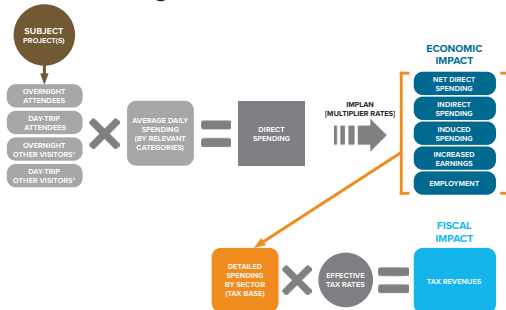
Based on the multi-use event center’s projected demand schedule and research-informed assumptions regarding origin of attendees, as well as the local and regional tax structure, our Consulting Team will project the economic, social and fiscal impacts that will accrue in the local market as a result of the annual operations at the event center as well as the one-time construction impacts. The analysis will consider direct spending impacts, and indirect and induced impacts, fiscal impacts, and local employment and income impacts based on standard multipliers of direct impacts that are refined based on local market conditions. Economic impact is defined as incremental new spending in an economy that is the direct result of certain activities, facilities, or events

The presentation of our economic and fiscal impact analysis will include the following:

- **DIRECT SPENDING** – is an expression of the spending that occurs as a direct result of the events and activities that occur at the venue. For example, a patron’s expenditures on hotel rooms, shopping, and meals are direct spending.
- **INDIRECT SPENDING** – consists of re-spending of the initial or direct expenditures, or, the supply of goods and services resulting from the initial direct spending at the venue. For example, a patron’s direct expenditure on a restaurant meal causes the restaurant to purchase food and other items from suppliers. The portion of these restaurant purchases that are within the local, regional, or state economies is counted as an indirect spending.
- **INDUCED SPENDING** – represent changes in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending. For example, a waiter at the restaurant may have more personal income as a result of the hotel guest’s visit. The amount of the increased income the waiter spends in the local economy is called an induced spending.
- **TOTAL SPENDING** – is the sum of direct spending, indirect spending, and induced spending.
- **INCREASED EARNINGS** – measures increased employee and worker compensation related to the project being analyzed. This figure represents increased payroll expenditures, including benefits paid to workers locally. It also expresses how the employees of local businesses share in the increased outputs.
- **EMPLOYMENT** – measures the number of jobs supported in the study area related to the spending generated as a result of the events occurring in the multi-purpose center.

Employment impact is stated in a number of full-time equivalent jobs.

It may also be helpful in obtaining final funding grants and ongoing operating support by communicating how the project can help drive demand to the area, how much employment will occur and how much tax revenue will be generated.



TASK 12 - FUNDING AND MANAGEMENT STRATEGIES

Our Consulting Team has extensive municipal and not-for-profit finance experience and private sector development experience in Idaho and throughout the U.S. We will use our collective experience to judge what the market and financial models indicate, to help consider how to execute the project. Previously, we have identified multiple private sector funding sources, created operating districts, and helped authorities create Tax Increment, Special Assessment and Tourism Development Zones and many other forms of finance support districts. We also have created special park districts and not-for-profit entities to help fund and operate event centers, arts and cultural centers, sports complexes, hotels, conference centers, arenas, and real estate development districts.

Drawing on our experiences in markets across the country, our specific experience in Idaho with Auditorium Districts and Urban Renewal agencies, and discussions with client stakeholders and other stakeholders, our Consulting Team will recommend potential funding sources for the proposed event center. We will provide sustainable funding models and the associated business model for each funding model. We will review public initiatives as well as joint public and public-private partnerships whereby the City and another entity (public or private) would both contribute to financing cost for shared usage. We will draw upon examples of communities that have taken these various approaches. The report will set the stage for developing funding applications and deliberations regarding phasing, planning, and subsequent implementation.

We will offer a specific discussion regarding revenue sources that are available to public and private facilities, including benefactor naming rights and other specialized revenue streams, such as advertising, and based on market conditions. Our

discussion on naming rights will include appropriate entities as well as duration of those rights, i.e., five (5) to (10) years and what revenue stream this would generate.

Additionally, our analysis will document possible approaches to the management and delivery of services. Our analysis will discuss the pros and cons of public ownership and operation versus public funding of the venues with private management as well as the implications of a completely private development. We will also advise on potential P3 options.

REPORTS, MEETINGS AND DELIVERABLES

We are noted for the clarity and quality of our reports and all communications. The following are deliverable products that we will provide at a minimum:

- **ADMINISTRATIVE DRAFT REPORT:** The Draft Report will include fully documented findings and recommendations and will be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, the Consulting Team will meet with Client representatives to discuss key recommendations and receive input and guidance to ensure alignment and consensus.
- **FINAL REPORT:** We will provide a fully documented Final Report with a succinct Executive Summary addressing all of the Client's comments and refinements received throughout the study period.
- **PRESENTATION:** A PowerPoint presentation detailing our findings and recommendations will be provided on-site to discuss our findings from the study.

We typically budget for a minimum of three in-person meeting sessions – at kickoff, a mid-point workshop, and to present our findings and recommendations. Our staff may also be in the market to conduct fieldwork at other points during the study. We will be available for meetings and workshops during these fieldwork trips, and via conference calls throughout the duration of the study. We will work closely with the Client and others as appropriate to ensure the timely delivery of a study that accurately meets your needs and requirements and addresses all relevant questions and concerns that arise.

FEE PROPOSAL

We propose to complete the scope of work detailed in this proposal for a total fee of \$123,500, including expenses. Our expenses will only be billed if incurred, at cost. Expenses include travel, lodging and data purchase.

JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



JOHNSON CONSULTING
6 East Monroe Street
Chicago, IL 60603
312.447.2010 | chjc.com



Date: Monday, September 22, 2025
To: Honorable Mayor and City Council
From: Nathan Erickson, Environmental Manager

ACTION ITEM

Request:

Request approval of the yearly contract amendment to the 2024 agreement between the City of Twin Falls and OMI (Jacobs) for operations of the wastewater treatment plant and lift stations, totaling \$3,251,071.04, and authorize the Mayor to sign.

Time Estimate:

10 Minutes

Background:

The City of Twin Falls and Operations Management International (OMI/Jacobs/CH2M) have collaborated for over 40 years to address the City's wastewater treatment needs. The contract with OMI is being updated to reflect the new contract and budget price. The attached "2024 Amendment No. 1" lists the changes that are proposed to be made to the 2024 agreement. Additionally, for reference, a copy of the 2024 agreement is attached with track changes showing the updates. The most significant change is that the city will now pay the electrical bill directly, without routing it through OMI, which previously managed the payments with a markup.

The contracted price for services provided at the wastewater treatment plant and the City's lift stations from October 1, 2025, to September 30, 2026, is \$3,251,071.04.

Approval Process:

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

Budget Impact:

The proposed FY 2025-2026 budget of \$3,251,071.04 for wastewater treatment plant services represents a noticeable reduction from the \$3.9 million budgeted last year, as the city has now budgeted \$700,000 annually to pay the electrical expenses directly. Aside from the changes to the payment of electricity, overall, there was an increase in OMI's overall operations budget of approximately 6% due to labor and chemical increases.

Regulatory Impact:

History:

N/A

Analysis:

N/A

Conclusion:

City staff ask that Council approve the amendment to the 2024 agreement and allow the Mayor to sign.

Attachments:

1. 2024 Amendment No. 1
2. 2024 Jacobs Contract with 2025 track changes

AMENDMENT NO. 1
to the
AMENDED AND RESTATED AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF TWIN FALLS, IDAHO
WASTEWATER TREATMENT FACILITY and PUMP STATIONS

This Amendment No. 1 (the "Amendment") is made and entered into this ____ day of _____ 2025 (the "Effective Date") between the City of Twin Falls, Idaho (hereinafter "Twin Falls") and Operations Management International, Inc. (hereinafter "OMI"), who may be referenced herein individually as a "Party" and collectively, as the "Parties."

WHEREAS, the Parties entered into the Amended and Restated Agreement for Operations, Maintenance and Management Services for the City of Twin Falls, Idaho Wastewater Treatment Facility and Pump Stations, on December 16, 2024 with an effective date of October 1, 2024 (the "Agreement").

WHEREAS, the Parties now wish to further modify the Agreement as more fully set forth herein.

NOW THEREFORE, Twin Falls and OMI agree to amend the Agreement as follows:

1. Article 2.8 shall be deleted in its entirety and replaced with the following:
 - 2.8 Pay all Cost incurred in normal Project operations, excluding electrical costs.
2. Article 3.11 shall be added as follows:
 - 3.11 Pay for all electrical costs incurred in normal Project operations.
3. Article 4.1 shall be deleted in its entirety and replaced with the following:
 - 4.1 Twin Falls shall pay OMI as compensation for services performed under this Agreement a Base Fee, which shall be equal to the Direct Costs plus the Management Fee for the period of October 1st through September 30th of each year of this Agreement. OMI shall propose a Base Fee by May 1st of each year of this Agreement and the Parties shall mutually agree on any proposed Base Fee prior to such fee taking effect. For period of October 1, 2025 to September 30, 2026, the estimated Base Fee shall be Three Million Two Hundred Fifty-One Thousand Seventy-One Dollars and Four Cents (\$3,251,071.04). Subsequent years' Base Fees shall be determined as specified in Article 4.4.
4. Article 4.2 shall be deleted in its entirety and replaced with the following:
 - 4.2 The estimated Direct Cost for providing services during the time period of October 1, 2025 through September 30, 2026 shall be Two Million Seven Hundred Nine Thousand Two Hundred Twenty-Five Dollars and Eighty-Seven Cents (\$2,709,225.87). If the actual Direct Cost is less than the estimated Direct Cost for

the contract year currently in effect, then OMI will rebate Twin Falls One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs.

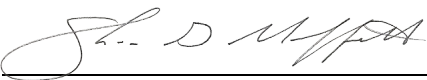
- 5. Article A.6 in Appendix A - DEFINITIONS is hereby deleted in its entirety.
- 6. Appendix G – BASE FEE ADJUSTMENT FORMULA, is hereby deleted in its entirety and replaced with the attached Appendix G.

This Amendment 1 and the original agreement constitute the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized Signature:

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**



Name: Shawn Moffitt
Title: Geographic Director of Operations
Date: August 11, 2025

Authorized Signature:

CITY OF TWIN FALLS, IDAHO

Name: Ruth Pierce
Title: Mayor
Date: _____

Appendix G

BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Section 4.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF = $[(\text{ECI} \cdot .50) + (\text{CPI} \cdot .50)] + 1$

ECI = The twelve month percent change (from the first quarter of the prior year to the first quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI= The twelve month percent change (from May of the prior year to May of the current year) in the Consumer Price Index for All Urban Consumers, CUUR0000SEHG01.

AMENDED AND RESTATED
AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF TWIN FALLS, IDAHO
WASTEWATER TREATMENT FACILITY and PUMP STATIONS

THIS AGREEMENT is made on this ____ day of _____ 2024 between The City of Twin Falls, Idaho (hereinafter “Twin Falls”), whose address is 203 Main Avenue East, P.O. Box 1907, Twin Falls, Idaho 83301, and Operations Management International, Inc., (hereinafter “OMI”) whose address for any formal notice is 9189 S. Jamaica Street, Englewood, Colorado 80112.

Twin Falls and OMI agree:

1. GENERAL

- 1.1. All definitions of words or phrases used in this Agreement are contained in Appendix A.
- 1.2. All grounds, facilities, equipment, and vehicles now owned by Twin Falls or acquired by Twin Falls shall remain the property of Twin Falls.
- 1.3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Idaho.
- 1.4. This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without the prior written consent of the other party.
- 1.5. All notices shall be in writing and transmitted by certified mail to the address noted above.
- 1.6. This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms “OMI” and “Twin Falls” shall include the respective officers, agents, directors, elected or appointed officials, and employees

2. SCOPE OF SERVICES—OMI

OMI shall:

- 2.1. Provide the services necessary for the management, operation and maintenance of the equipment, vehicles, grounds, and facilities identified in Appendices B and F.
- 2.2. Within the design and capability of the Project, manage, operate and maintain the project so that effluent discharged from the Project meets the requirements specified in Appendix C. OMI may alter processes and/or facilities to achieve the objectives of this Agreement, provided, however, that no alteration shall be without Twin Falls written approval if alteration shall cost in excess of Five Thousand Dollars (\$5,000.00).
- 2.3. Prepare all NPDES permit reports and submit these to Twin Falls for transmittal to appropriate agencies within NPDES time limits. Assist with all NPDES permit renewal applications.
- 2.4. Perform laboratory testing and sampling, including but not limited to all testing and sampling presently required by the NPDES permit. Twin Falls will be invoiced for and shall pay for additional laboratory testing not required by the NPDES requirements.
- 2.5. OMI will operate the Twin Falls wastewater treatment facilities so as to treat all wastes received into the plant including waste from the industries outlined in Appendix D, in accordance with industrial user agreements between all industries and Twin Falls.
- 2.6. Maintain the present industrial waste sampling and laboratory analysis program, as described in Appendix D. Results of all industrial sampling and testing shall be reported to Twin Falls by the 12th day of the following month.
- 2.7. Maintain the Twin Falls EPA-approved pretreatment program.
- 2.8. Pay all Cost incurred in normal Project operations, excluding electrical costs.
- 2.9. OMI will pay all sales tax on materials and equipment purchased by OMI and all taxes measured by the income of OMI.
- 2.10. Provide Twin Falls, on a monthly basis, a report of Direct Cost in the format and in the level of detail shown in Appendix E.
- 2.11. Provide and document all Maintenance for the Project. Twin Falls shall retain ownership and have the right to inspect these records during normal business hours.
- 2.12. Provide and document all Repairs for the project.

- 2.13. Maintain an inventory list of vehicles and equipment that are being used at the Project by OMI.
- 2.14. Staff the Project with employees who have met the certification requirement of the State of Idaho. OMI will permit Twin Falls to interview any replacement for OMI's project manager. OMI will provide a project manager who is satisfactory to Twin Falls.
- 2.15. Provide twenty four (24) hours per day access to Project for Twin Falls personnel. Visits may be made at any time by any of Twin Falls employees so designated by Twin Falls representative. Keys for Project shall be provided to Twin Falls by OMI. All visitors to the Project shall comply with OMI's operating and safety procedures.

Proceed to take such actions that OMI deems necessary to protect public health and Twin Falls facilities in an emergency situation. OMI will make every effort to contact Twin Falls City Manager or authorized designee prior to taking any action. OMI will provide a written report detailing the actions taken within twenty four (24) hours after the emergency has terminated.

- 2.16. Perform other services that are incidental to the Scope of Services set forth in Article 3 below as directed by Twin Falls. Such services will be invoiced to Twin Falls at OMI's Cost plus fifteen percent (15%).
- 2.17. Provide two (2) rounds of chronic toxicity testing as required by the Twin Falls NPDES permit.
- 2.18. Provide maintenance services for the "Engineered Treatment System" Ultra Violet Disinfection System, located at the Twin Falls City Pool, 756 Locust North, Twin Falls, Idaho. These services include corrective maintenance to the system on an "as-needed" basis or as requested by Twin Falls. Services will also include manufacturer recommended preventive maintenance as well as semi-annual electrical inspection and annual infrared analysis of all electrical components. All maintenance tasks will be tracked and monitored with OMI's Computerized Maintenance Management System ("CMMS"). Any parts, materials and supplies will be provided by Twin Falls.

3. SCOPE OF SERVICE—Twin Falls

Twin Falls Shall:

- 3.1. Provide for all budgeted Capital Expenditures.
- 3.2. Maintain all existing Project warranties, guarantees, easements, and licenses that have been granted to Twin Falls.

- 3.3. Pay all property, franchise, or other taxes associated with the Project excluding those specified in 2.9.
- 3.4. Provide OMI, within a reasonable time after request, any piece of Twin Falls heavy equipment that is available so that OMI may discharge its obligations under this Agreement in the most cost-effective manner. Said equipment will be operated by Twin Falls employees.
- 3.5. Provide all registrations for Twin Falls owned vehicles used in connection with the Project.
- 3.6. Provide OMI use of all Twin Falls owned vehicles and equipment presently in use at the Project, including the vehicles described in Appendix F.
- 3.7. Maintain, repair, and clear the access road to the plant or provide an alternate means of access so the plant is accessible. OMI shall not be responsible for violations of the terms and conditions of this Agreement if the plant is not reasonably accessible.
- 3.8. Provide potable water to the Project for which Twin Falls will not bill OMI.
- 3.9. Allow OMI to utilize its employees, normally assigned to the Project, in support of other OMI business activities, and when appropriate OMI will charge labor and expenses to the benefiting project. Employee development activities such as internal project reviews, evaluations, meetings, and classroom training are considered Project chargeable expenses.

3.10. Perform Industrial Pretreatment Program services as described in Appendix D.

~~3.10.~~ 3.11. Pay for all electrical costs incurred in normal Project operations.

4. COMPENSATION

- 4.1. Twin Falls shall pay OMI as compensation for services performed under this Agreement a Base Fee, which shall be equal to the Direct Costs plus the Management Fee for the period of October 1st through September 30th of each year of this Agreement. OMI shall propose a Base Fee by May 1st of each year of this Agreement and the Parties shall mutually agree on any proposed Base Fee prior to such fee taking effect. For period of October 1, 202~~5~~⁴ to September 30, 202~~6~~⁵, the estimated Base Fee shall be Three Million Two Hundred Fifty-One Thousand Seventy-One Dollars and Four Cents (\$3,251,071.04) ~~Three Million Nine Hundred Six Thousand, Six Hundred Forty Eight Dollars and Thirty Seven Cents (\$3,906,648.37)~~. Subsequent years' Base Fees shall be determined as specified in Article 4.4.

- 4.2. The estimated Direct Cost for providing services during the time period of October 1, 202~~5~~⁴ through September 30, 202~~6~~⁵ shall be Two Million Seven Hundred Nine Thousand Two Hundred Twenty-Five Dollars and Eighty-Seven Cents (\$2,709,225.87)~~Three Million Two Hundred Eighty Seven Thousand, Two Hundred Forty-Two Dollars and Nineteen Cents (\$3,287,242.19)~~. If the actual Direct Cost is less than the estimated Direct Cost for the contract year currently in effect, then OMI will rebate Twin Falls One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs.
- 4.3. OMI's Management Fee shall be equal to twenty percent (20%) of the actual Direct Cost, excluding electricity which shall be fifteen percent (15%) of the actual Direct Cost.
- 4.4. Subsequent to the first year of this Agreement, the Base Fee and estimated Direct Cost will be proposed by May 1 of each year and negotiated by June 1 of each year. Should Twin Falls and OMI fail to agree, the Base Fee and the estimated Direct Cost will be determined by the application of the Base Fee Adjustment Formula shown in Appendix G.
- 4.5. If the actual Direct Cost is greater than the estimated Direct Cost for the Current Term, then Twin Falls will pay One Hundred Percent (100%) of the difference between the actual and estimated Direct Costs plus the management fee associated with those costs. OMI shall provide written notification to Twin Falls when eighty percent (80%) of the estimated Direct Cost is expended.
- 4.6. In the event that a change in the scope of services provided by OMI occurs, Twin Falls and OMI will negotiate a commensurate adjustment in Base Fee.

5. PAYMENT OF COMPENSATION

- 5.1. Twin Falls shall pay OMI the Base Fee set forth in Article 4.1 as follows:
- 5.1.1. A monthly Base Fee which shall be equal to one twelfth (1/12th) of the Base Fee. At the option of the parties Twin Falls, the final four (4) installments of this monthly fee in any one contract year may be adjusted to reflect any rebate issued under Article 4.2 or any amounts due by either party under Article 4.5 of this Agreement.
- 5.1.2. The monthly Base Fee shall be due and payable on the 1st of the month, for services provided in that month.
- 5.2. All other compensation to OMI is due upon receipt of OMI's invoice and payable on the tenth (10th) day of the month following receipt of OMI's invoice.

- 5.3. Any monies arising from Article 4.2 will be paid to Twin Falls within One Hundred Twenty (120) days after the end of each Agreement year.

6. INDEMNITY. LIABILITY AND INSURANCE

- 6.1. OMI hereby agrees to and shall hold Twin Falls harmless from any liability or damages for bodily injury, including death, which may arise from OMI's negligent operations under this Agreement, whether such negligent operation be by OMI or by subcontractor of OMI. Twin Falls agrees to and shall hold OMI harmless from any liability or damages for property damage or bodily injury, including death, which may arise from all causes of any kind other than OMI's negligence.
- 6.2. OMI shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements in Article 2.2 that are a result of OMI's negligent operations. Twin Falls will assist OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by OMI. OMI shall pay all costs of contesting any such fines.
- 6.3. OMI's liability to Twin Falls under this Agreement specifically excludes any and all indirect or consequential damages arising from the operation, maintenance, and management of Project only if a result of other than OMI's negligence.
- 6.4. Each party shall obtain and maintain insurance coverage of a type and in the amounts described in Appendix H. Each party shall name the other party as an additional insured on all insurance policies covering the Project and shall provide the other party with satisfactory proof of insurance.
- 6.5. It is understood and agreed that, in seeking the services of OMI under this Agreement, Twin Falls is requesting OMI to undertake uninsurable obligations for Twin Falls benefit, involving the presence or potential presence of hazardous substances. Therefore, Twin Falls agrees to hold harmless, indemnify, and defend OMI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of contaminants of any kind, excepting only that portion of any such liability as may arise out of the negligence of OMI in the performance of services under this Agreement. The provisions of this Section 6.5 shall control over any conflicting provisions of this Agreement.

7. TERM AND TERMINATION, DEFAULT REMEDIES

- 7.1. The term of this Agreement shall be for ten (10) years commencing on October 1, 2024 and continuing through September 30, 2034. Thereafter, this Agreement shall be automatically renewed for successive terms of ten (10) years each unless either party gives written notice to the other party of its intent to not renew this Agreement, no less than one hundred twenty (120) days prior to expiration.
- 7.2. Either party may terminate this Agreement for a material breach of the Agreement by the other party after giving written notice of breach and allowing the other party to correct the breach within thirty (30) days. In addition, Twin Falls or OMI may terminate this Agreement if regulatory agency fines or penalties imposed for violations of the effluent quality requirement in Article 2.2 exceed Two Hundred and Fifty Thousand Dollars (\$250,000) in any twelve (12) month period. In any case, OMI's liability for these fines shall not exceed a maximum aggregate of Two Hundred Fifty Thousand Dollars (\$250,000). Neither party shall terminate this Agreement without giving the other party sixty (60) days written notice of intent to terminate after failure of the other party to correct the Breach within thirty (30) days of the notice of breach. Notwithstanding the above, OMI will only be required to give Twin Falls fifteen (15) days written notice of termination for non-payment of OMI's invoice.
- 7.3. Upon notice of termination by Twin Falls, OMI will assist Twin Falls in resuming operation of the Project by:
 - 7.3.1. Turning over all operations and maintenance records to Twin Falls.
 - 7.3.2. Providing Twin Falls option to purchase all onsite computer hardware at their residual value based on original purchase price, amortized over five (5) years at fifteen percent (15%) interest per year. Twin Falls shall have full utilization of software licensed by OMI or CH2M HILL for ninety (90) days after termination in order to negotiate purchase of existing or replacement software. All data and maintenance records are the property of Twin Falls.
 - 7.3.3. Providing, if requested by Twin Falls, thirty (30) days of onsite orientation for Twin Falls personnel by OMI's Project Manager. Twin Falls shall reimburse OMI for said orientation at Project Manager's actual salary times two (2), plus expenses.
 - 7.3.4. OMI will provide Twin Falls at the date of termination the quantities of chemicals shown in Appendix I. Twin Falls will pay OMI for the cost of quantities in excess of the quantities shown in Appendix I. If additional

costs are incurred by OMI at request of Twin Falls, Twin Falls will pay OMI such costs in accordance with Article 5.2.

- 7.4. OMI and/or Twin Falls may terminate this Agreement for no cause, giving the other party at least one hundred and twenty (120) days written notice. Such notice will specify the actual date and time of termination. The party choosing to terminate this Agreement will pay the other party one (1) month's fee as a demobilization or remobilization cost in addition to any other compensation for services under this Agreement.
- 7.5. Upon termination of this Agreement for any reason, Twin Falls will have the right to hire any employee working for OMI at the Twin Falls facility, provided the employee desires to terminate his employment with OMI. OMI will cooperate with Twin Falls to enable Twin Falls to resume operations in an organized manner.

8. LABOR DISPUTES: FORCE MAJEURE

- 8.1. In the event activities by Twin Falls employee groups or unions cause a disruption in OMI's ability to perform at the Project, Twin Falls, with OMI's assistance or OMI, at its own option, may seek appropriate injunctive court orders. During any such disruption, OMI shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 8.2. Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.
- 8.3. In the case of Force Majeure events (including Acts of God), Owners agrees to pay any costs and expenses (including all overtime charges and additional equipment charges) in order to maintain the Wastewater Treatment Plants so that the effluent discharged from the plants meets current permit specifications.

9. CYBER SECURITY

- 9.1. OMI's network is separate from Twin Falls SCADA network. OMI agrees not to connect any devices or breach Twin Falls SCADA network in any way. Twin Falls will be responsible for the cybersecurity of its SCADA network.

- 9.2. OMI shall not be responsible for providing OT cybersecurity for the Twin Falls SCADA network. OMI is responsible for all aspects of their portion of the network.
- 9.3. OMI may elect, to install cyberthreat monitoring technology for their network, in which case OMI shall use reasonable efforts to alert Twin Falls to any threats or vulnerability that OMI becomes aware of. However, despite the installation of any such program or technology, OMI shall not, under the terms of this Agreement, be responsible for the provision of cyber monitoring or security of the Twin Falls SCADA network (including as necessitated by good industry practice or as required by Applicable Law).
- 9.4. Twin Falls may elect to hire OMI or OMI's Affiliate to provide cybersecurity monitoring of Twin Falls SCADA network under a separate agreement.

Both parties indicate their approval of this Agreement by their signatures below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF TWIN FALLS

Authorized signature:

Authorized signature:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

DEFINITIONS

- A.1 “Adequate Nutrients” means plant influent nitrogen, phosphorus, and iron contents proportional to BOD5 in the ratio of five (5) parts nitrogen, one (1) part phosphorus, and one half (0.5) part iron for each one hundred (100) parts BOD5.
- A.2 “Biologically Toxic Substances” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of the Twin Falls NPDES permit. Biologically toxic substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.3 “Capital Expenditures” means any expenditures for (1) the purchase of new equipment or facility items that cost more than Two Thousand Dollars (\$2,000.00); or (2) major repairs which significantly extends equipment or facility service life and cost more than Two Thousand Dollars (\$2,000.00) or (3) expenditures that are planned, non-routine, and budgeted by Twin Falls.
- A.4 “Cost” means all Direct Cost and Indirect Cost determined on an accrual basis in accordance with generally accepted accounting principles.
- A.5 “Direct Cost” means the actual cost incurred for the direct benefit of the Project including, but not limited to, expenditures for direct labor, employee benefits, chemicals, laboratory supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships, and training supplies.
- ~~A.6 “Electrical Cost” means the average monthly cost of Electrical energy and demand utilizing Idaho Power Company’s Rate Schedules as shown below.~~

Description	Municipal Facility
Electrical Energy	674,747 kWh
Electrical Demand	1141 kW

Rate Schedule	19p
Effective Date	XXXXXX

- A.7 “Indirect Cost” means expenditures incurred by OMI for the indirect benefit of the Project.
- A.8 “Maintenance” means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or OMI to maximize the service life of the equipment, sewer, vehicles, and facility.
- A.9 “Project” means all equipment, vehicles, grounds, and facilities described in Appendices B and F and where appropriate, the management, operations, and maintenance of such.
- A.10 “Repairs” means the cost of those non-routine/non-repetitive activities required for operational continuity, safety, and performance generally due to failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof

Appendix B

LOCATION OF PROJECT

B.1 OMI agrees to provide the services necessary for the management, operation, and maintenance of the following:

- a. All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of or being used to operate Twin Falls' Wastewater Treatment Plant located at:

350 Canyon Springs Road West
Twin Falls, Idaho
River Mile 608.5, Snake River

- b. All equipment, grounds, and facilities now existing within the present property boundaries of pump and monitoring stations described as follows:

Rock Creek Lift Station, 212 Morrison, Twin Falls, Idaho
Independent Meat Lift Station, 994 Eastland Dr. South, Twin Falls, Idaho
Canyon Park Lift Station, 2074 Bridgeview Blvd, Idaho
Kimberly Monitoring Station, 3350 E. 3800 N., Kimberly, Idaho
Bosero Lift Station, 1053 Borah Ave. W., Twin Falls, Idaho
Rock Creek Trails Lift Station, 581 Creekside Way, Twin Falls, Idaho
Jayco Lift Station, Corner of Eldridge Ave and N 3200 E., Twin Falls, Idaho

- c. All equipment, grounds, and facilities involved with the Auger Falls water re-use project, located at Sections 19, 29 and 30 of Township 9 South, Range 17 East, B.M. and Sections 23 and 24 of Township 9 South, Range 16 East, B.M.

- d. All equipment, grounds, and facilities now existing within the present property boundaries of the Clif Bar Wastewater Treatment owned by Twin Falls and located at:

3351 Eldridge Avenue, Twin Falls, Idaho

Appendix C

NPDES PERMIT AND PROJECT CHARACTERISTICS

- C.1 OMI will operate the Project so that effluent will meet the requirement of NPDES permit no. ID-002127-0 (copy attached). OMI shall be responsible for meeting the effluent quality requirements of the Twin Falls NPDES permit unless one or more of the following occurs; (1) the Project influent does not contain Adequate Nutrients to support operation of Project biological processes and/or contains Biologically Toxic Substances which cannot be removed by the existing process and facilities; (2) dischargers into Twin Falls sewer system violate any or all regulations as stated in the Water and Sewer Ordinance 2575 and, (3) the flow, influent BOD₅, and/or influent suspended solids exceeds the Project design parameters which are based on a peak month loading rate not to exceed 16 million gallons of flow per day, 52,033 pounds of BOD₅ per day, and 36,024 pounds of suspended solids per day. EXCEPTION: If the influent BOD₅ is less than 52,033 pounds per day then the sum of the influent BOD₅ and influent TSS pounds cannot exceed 88,057 pounds per day. C.1.(l) will not apply if Project records show that a violation was caused by operator error, lack of preventive maintenance and inadequate NPDES monitoring, and/or negligent operation. OMI will notify Twin Falls in a timely manner, if in OMI's judgment the treatment facilities are inadequate to treat projected waste loads. OMI will provide existing data to support OMI's opinion. OMI will be responsible for any fines resulting from effluent quality violations if OMI fails to notify Twin Falls in a timely manner of OMI's opinion that the facility cannot treat projected waste loads.
- C.2 In the event any one of the Project influent characteristics, as identified in C.1 exceeds the design characteristics stated above, OMI shall return the wastewater facility's effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters.

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack

of Adequate Nutrients in the influent, then OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.3 OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.4 The estimated costs for service under this Agreement are based upon the following annual average characteristics from 2023 and 2024:

Parameter	Municipal Facility	Measurement
Flow	8.44	MGD
BOD ₅	21,903	lbs/day
TSS	16,646	lbs/day

An increase of 10 percent (10%) or more in any of these characteristics, based upon a 90-day average, will be evaluated to determine cost impact and, if necessary, an adjustment will be made by letter of agreement.

C.5 The industrial dischargers and their respective actual average flows, BOD₅, and TSS loadings during the period August 2023 through July 2024 are identified below.

Industries	Flow, mgd	BOD ₅ , mg/L	TSS, mg/L
Aramark Corporation	0.054	252	191
Chobani, LLC.	1.366	15	47
Mondelez	.0046	3650	2341
Eagle Eye Produce INC.	.0079	223	147
Glanbia Foods, INC.	0.574	585	335
Independent Meat Co.	.106	105	107
City of Kimberly	0.227	264	260
Lamb Weston INC. D1	0.325	677	400

Lamb Weston INC. D3	1.279	203	133
WestRock Company	0.01	773	201

Appendix D

INDUSTRIAL PRETREATMENT PROGRAM

D.1 Industrial Pretreatment Program Scope of Services – OMI Shall:

- D.1.1 Evaluate the Program annually and advise Twin Falls of changes in Federal and State pretreatment standards that may effect the Program.
- D.1.2 Conduct a survey of the industrial user base once every 3 years, and annually update the list of Categorical and Significant Industrial Users (CIU or SIU) according to the definition contained in 40 CFR 403, or the definition contained in the approved Program. A technical evaluation of the need to revise local limits shall be performed at least once during the term of the new NPDES permit when issued. Local limits revision, if necessary, may be provided as an out of scope service.
- D.1.3 Evaluate new industrial dischargers, recommend conditions and/or limitations for the purpose of issuing an industrial waste discharge permit, and assist in the preparation of the approved permit for issuance by Twin Falls. Such permit will be issued within 180 days after the industry has been determined to be a CIU or SIU.
- D.1.4 Perform inspection, sampling, and laboratory testing services at the frequency established in 40 CFR 403, or the approved Program, whichever, is more stringent, for each permitted CIU or SIU to determine compliance with pretreatment standards and the approved Program. Ninety (90) days prior to their expiration date, evaluate and recommend conditions and/or limitations for the purpose of renewing permits for CIUs or SIUs, and assist in the preparation of the approved permit for issuance by Twin Falls.
- D.1.5 Maintain a data management system designed to track the status of the industrial user inventory, discharge characteristics, and compliance in accordance with 40 CFR 403.12(o). Retain all records relating to Program activities for a minimum of three years.
- D.1.6 Review reports submitted by industrial user, and provide information necessary for Twin Falls to issue notices of violation and other enforcement actions according to the approved enforcement response plan for any industry not in compliance with 40 CFR 403 or the approved Program. Enforcement actions by OMI are specifically excluded in this scope of services.

D.1.7 Prepare for Twin Falls signature and submission to the appropriate regulatory agency, an annual report of Program activities.

D.2 Industrial Pretreatment Program Scope of Services – Twin Falls shall:

D.2.1 Issue and receive a completed wastewater discharge survey form prior to the issuance of any commercial or industrial building permit.

D.2.2 Issue and sign all CIU and SIU permits, notices of violations, and administer all appropriate enforcement actions.

D.2.3 Inform OMI of changes to existing business when Twin Falls becomes aware of such changes.

D.2.4 Submit all required reports to the appropriate regulatory agencies.

D.3 Categorical and Significant Industries discharging into the collection system and monitored under Pretreatment Ordinance No. 2575.

<u>SIU/Jurisdiction</u>	<u>Facility Address</u>	<u>Flow</u>	<u>pH</u>	<u>BOD</u>	<u>TSS</u>	<u>FOG</u>
Glanbia, Inc.	236 Washington St. S.	Cont.	1/mo	3/wk	3/wk	3/mo
Lamb Weston	856 Russet	Cont.	1/mo	Daily	Daily	3/mo
Independent Meat Co.	2972 Orchard Dr. E.	Cont.	1/mo	Daily	Daily	3/6 mo
Aramark	403 Main Ave. W.	Cont.	1/mo	4/wk	4/wk	3/mo
WestRock	348 South Park Ave.	Cont.	1/mo	3/wk	3/wk	2/year
Eagle Eye	2570 Eldridge Ave.	Cont	1/mo	3/wk	3/wk	2/year
Chobani	3450 Kimberly rd	Cont	1/wk	Daily	Daily	1/mo
City of Kimberly		Cont	1/mo	7/mo	7/mo	2/year
Mondelez	3148 Eldridge Ave.	Cont.	Cont.	1/mo	1/mo	Flow>12,000 gal

Notes:

NA = not applicable, not required / Specified in permit

Appendix E

DIRECT COST

<u>Item</u>	<u>Month</u>	<u>PTD</u>
Direct Labor	\$ _____	\$ _____
Standby Pay	\$ _____	\$ _____
Overtime	\$ _____	\$ _____
Incentive Bonuses	\$ _____	\$ _____
Benefits	\$ _____	\$ _____
Chemicals	\$ _____	\$ _____
Electric	\$ _____	\$ _____
Postage	\$ _____	\$ _____
Computer Expense	\$ _____	\$ _____
Natural Gas	\$ _____	\$ _____
Auto Lease	\$ _____	\$ _____
Uniforms	\$ _____	\$ _____
Repair Costs	\$ _____	\$ _____
Fuel	\$ _____	\$ _____
Equipment Rental	\$ _____	\$ _____
Outside Services	\$ _____	\$ _____
Books and Publications	\$ _____	\$ _____
Telephone	\$ _____	\$ _____
Vehicle Maintenance	\$ _____	\$ _____
Travel	\$ _____	\$ _____
Auto Mileage	\$ _____	\$ _____
Training	\$ _____	\$ _____
Office Supplies	\$ _____	\$ _____
Maintenance Supplies	\$ _____	\$ _____
Lab Supplies	\$ _____	\$ _____
Tools	\$ _____	\$ _____
Relocation	\$ _____	\$ _____
Miscellaneous	\$ _____	\$ _____
Total Direct Cost	\$ _____	\$ _____

Appendix F
VEHICLE DESCRIPTION

Item	Model	I.D. Number	VIN	Description
2009 John Deere	544K		VIN# DW544KZ625196	Loader
1999 International	Mod# 2674	ID#8609	VIN# 1HTGLAHT9XH210881	Dump Truck
2007 Sterling	Mod# LT9500	ID#8614	VIN# 2FZHAZDE97AY19049	Sludge Truck
2007 International	Mod# 7600	ID#8615	VIN# 1HTWYAHT97J552742	Sludge Truck
1993 Ford	Mod# LA9000	ID#8610	VIN# 1FTYS95L9PVA02413	Dump Truck
2011 Ford	Mod#F-350 4x4	ID#8617	VIN# 1FTRF3B69BEB47030	Service Truck
2003 International	Mod# 4200LP	ID#8616	VIN# 1HTMLAFM63H594773	Boom Truck
2017 Peterbilt	Model# 567		VIN# 1NPCLK0X4HD447134	Sludge Truck
2019 Western Star	W4700SB		VIN# 5KKHAXDV4LPLT8669	Sludge Truck
1997 Hyster	Forklift H80XL	ID# 8613	#G005D10417U	Hyster
2007 John Deere	Gator HPX 4x4		#MOHP4GX052552	Gator
2013 Ford	F-150 XL 4X4	ID# 9626	VIN# 1FTFW1EF7DKF33520	Pick up
2008 Chevy	2500 HD	ID# 7574	VIN# 1GBHK29K08E193458	Service Truck
2001 Ford	F-350 XL	ID# 8183	VIN# 1FDSF34S11EC05881	Service Truck
1993 International	Mod# 4900		VIN# 1HTSDN2RXRH549776	Vac Truck
2023 John Deere	Gator XUV865M		#1M0865MAKPM060026	Gator

Appendix G

BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Section 4.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

AF = $[(ECI).50] + [(CPI).50] + 1$

ECI = The twelve month percent change (from the first quarter of the prior year to the first quarter in the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI= The twelve month percent change (from May of the prior year to May of the current year) in the Consumer Price Index for ~~the West~~All Urban ~~Consumers~~Energy, CUUR0000SEHG01400SA0E.

Appendix H

INSURANCE COVERAGE

OMI shall maintain:

1. Statutory workmen's compensation for all of OMI's employees at the Project as required by the State of Idaho.
2. Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and/or property damage.
3. Automobile liability insurance for all vehicles owned by Twin Falls and operated by OMI under this Agreement.

Twin Falls shall maintain:

1. Property damage insurance for all property owned by Twin Falls and operated by OMI under this Agreement. Any property including vehicles not properly or fully insured shall be the financial responsibility of Twin Falls if not due to OMI's negligence.
2. Automobile liability insurance for all Owner owned vehicles including any rented or leased vehicles.

Appendix I

INVENTORY OF CHEMICALS

Ferric Chloride	20,000 gallons
Polymer	28,000 lbs.



Date: Monday, September 22, 2025
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

ACTION ITEM

Request:

Request to amend the fee structure for the Ride TFT van wrap program.

Time Estimate:

10 minutes for a brief presentation and questions from the Council.

Background:

In 2023, the fee schedule for Ride TFT van wraps was set at the following: \$2,000 per month (minimum commitment of one year), with a 20% discount with a two-year commitment. As we are ramping up the "Wrap That Van" campaign, businesses have asked if there is a discount for wrapping more than one van. In researching other transit agencies in the State, most offer a discount when either 2 or 3 vehicles are wrapped by the same business/organization. Staff requests the Council to consider adding another discount of 10% to the monthly cost of a two-year agreement if the business or organization wraps two or more vans. We currently have one van wrapped and interest from several other businesses. New vans will arrive later this month or early October.

Approval Process:

Majority approval by City Council.

Budget Impact:

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

In an effort to generate income for the Ride TFT program that can be used in future grant years for local match, staff recommends a discount for multiple vans wrapped by the same business or organization to encourage additional community support.

Attachments:

None