



Twin Falls City Council Agenda

Monday, November 24, 2025, 5:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

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

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Proclamations
 - a) **PRESENTATION:** Thanksgiving Day
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2025 November 17, minutes.
By: Amy Luna, City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for November 6-19, 2025.
By: Amy Luna, City Clerk
 - c) **ACTION ITEM:** Request to approve November 19, 2025, Travel Requests By:
Amy Luna, City Clerk
 - d) **ACTION ITEM:** Request to approve the City Council Schedule of Regular Meetings & Public Hearings for 2026
By: Rachael Long, Deputy City Clerk
 - e) **ACTION ITEM:** Request for approval of a Final Plat for the Western Horizons Subdivision, consisting of 56 residential lots on approximately 20 acres, c/o EHM Engineers, Inc. on behalf of Gary Nelson, Indigo Investments Limited, LLC. (PZ25-0137)
By: Kelli Ebersole, City Planner
 - f) **ACTION ITEM:** Request to approve Finding of Facts and Conclusions of Law for the following:
 - PZ25-0110 - Vacation of Utility EasementBy: Jonathan Spendlove, Planning and Zoning Director
 - g) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Festival of Lights Parade.
By: Wendy Davis, Parks & Recreation Director
- 5) Items of Consideration
 - a) **ACTION ITEM:** Request for the Twin Falls City Council to accept the Twin Falls County Canvassed election results for the November 4, 2025, election.
By: Breanna Howard, CFO
 - b) **ACTION ITEM:** Request to approve an airport Airline Use & Lease Agreement with Breeze Airways and authorize the Mayor to sign the agreement.
By: Bill Carberry, Airport Manager
 - c) **ACTION ITEM:** Request to approve an airport Air Carrier Incentive Program Agreement with Breeze Airways and authorize the Airport Manager to sign the Memorandum of Understanding.
By: Bill Carberry, Airport Manager
 - d) **ACTION ITEM:** Request to award the **Wendell-Filer-Martin, 38 Lateral Project** to Extreme Excavation, Inc in the amount of \$480,165 plus 20% for contingency for a total of \$575,000.
By: AC Stowe, Staff Engineer
 - e) **ACTION ITEM:** Request to award the Grandview odor control station project to PMF Inc. in the amount of \$429,227.70 and authorize an additional \$106,063 for construction engineering/inspection support, new power service, and contingency.
By: Nathan Erickson, Environmental Manager
 - f) **ACTION ITEM:** A request to authorize up to \$30,000 from water reserves to repair irrigation delivery pipe and structures on city property located at 3555 N 2900 E.
By: Erin Steel, Assistant Public Works Director
 - g) **ACTION ITEM:** Approve the reallocation of \$47,000 appropriated in the FY 2026 budget for Harrison Pump Station A/C units to replace the A/C units at the Hankins Pump Station.
By: Drew Foster, Water Supply Technician

- h) **ACTION ITEM:** Request to adopt ordinance #O-2025-025 for Zoning Development Agreement Amendment on property located at Eastpark Professional Subdivision NO. 3.
By: Jonathan Spendlove, Planning and Zoning Director
- i) **ACTION ITEM:** Update and direction for the major design element of the Hansen Street - City Park Plaza Project.
By: William Klaver, Senior Planner
- j) **ACTION ITEM:** Consider a request to allocate \$13,460.59 in contingency funds to purchase underwater pool lights for the Twin Falls City Pool.
By: John Pauley
- k) **ACTION ITEM:** Request to authorize a one-time cash-out of employee compensatory time ("comp") banks to support compliance with the federal One Big Beautiful Bill Act (OBBBA) and the City's overtime reporting configuration changes.
By: Travis Rothweiler, City Manager
- l) **ACTION ITEM:** Request to approve the Ordinance #O-2025-019 Franchise agreement with Intermountain Gas company.
By: Travis Rothweiler, City Manager
- 6) General Public Input
- 7) Advisory Board Report/Announcements
- 8) Adjournment

Any person needing special accommodation to participate in the above-noticed meeting could contact Josh Palmer (208) 735-7312 at least two working days before the meeting. Si Desae Esta information in Español, Por favor llama a Josh Palmer al telephone (208) 735-7312.

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin falls shall:
 - a. Wait to be recognized by the Mayor or Chairman.
 - b. Approach the microphone/podium.
 - c. State their name, and whether they are a resident or property owner of the City of Twin Falls and proceed with their input.
2. All public input will be limited to two (2) minutes. Individuals are not permitted to give their time to otherspeakers.
3. All presenters shall remain respectful.

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

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
2. Individuals wishing to testify or speak before the City Council or Planning & Zoning Commission shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, and then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the staff. The staff should make an audio recording of the Public Hearing.
3. A City Staff Report shall summarize the application and history of the request.
4. The Applicant, or the spokesperson for the Applicant, will make a presentation on the application/request (request). No changes to the request may be made by the applicant after the publication of the Notice of Public Hearing. The presentation should include the following:
 - A complete explanation and description of the request.
 - Why is the request being made.
 - Location of the Property.
 - Impacts on the surrounding properties and efforts to mitigate those impacts.
5. Applicant is limited to 15 minutes, unless a written request for additional time is received, at least 72 hours prior to the hearing, and granted by the Mayor or Chairman.
6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - Individuals are not permitted to give their time to other speakers.
 - However, five (5) or more individuals that received written notice of the public hearing may appoint, by written petition, a spokesperson. The written petition must be received at least 72 hours prior to the hearing and must be granted by the Mayor or Chairman. The spokesperson shall be limited to 15 minutes.
 - The written comments, including e-mail, received by 12:00 p.m. on the date of the hearing should be either read into the record or displayed to the public on the overhead projector.
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond to PublicTestimony.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. Responses shall be limited to answering the questions asked. The Mayor or Chairman may limit the time permitted for the answer.
10. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning & Zoning Commission shall deliberate on the request. Deliberations and decisions shall be based upon the information and testimony provided during the Public Hearing. Once the Public Hearing is closed, additional testimony from the staff, applicants or public is not allowed. Legal or procedural questions may be directed to the City Attorney.

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

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

Proclamation

Thanksgiving Day 2025

WHEREAS: WHEREAS, Thanksgiving is a cherished American tradition dating to our Nation's earliest days, set aside to gather in gratitude for the blessings of liberty, community, and abundance; and

WHEREAS: WHEREAS, the City of Twin Falls and the greater Magic Valley are sustained by the hard work and resilience of our farmers, ranchers, food processors, small businesses, healthcare workers, educators, first responders, and public servants who contribute daily to the well-being and prosperity of our community; and

WHEREAS: the people of Twin Falls continually demonstrate generosity and neighborliness by supporting local food pantries and service organizations, extending hospitality to those experiencing hardship, and volunteering time and resources to strengthen our community; and

WHEREAS: our residents cherish the natural beauty of the Snake River Canyon, Shoshone Falls, our parks and open spaces, and remain committed to being good stewards of our water and environment so these resources may be enjoyed by future generations; and

WHEREAS: during this season we honor the sacrifices of our military service members, veterans, and their families; recognize the contributions of faith-based and civic groups; and reaffirm our shared values of kindness, civility, and mutual respect; and

WHEREAS: Thanksgiving offers an opportunity to reflect on the year's challenges and achievements, to express appreciation for family and friends, and to renew our commitment to a future marked by unity, hope, and service.

**THEREFORE, I, Ruth Pierce, Mayor of the City of Twin Falls, do hereby
proclaim Thursday November 27 2025 to be:**

Thanksgiving Day

We encourage all residents to observe this day with gratitude; to gather safely with loved ones; to extend compassion to neighbors in need; and to participate in acts of service that strengthen the bonds of our community. Residents are encouraged to support local food pantries and service organizations throughout the holiday season

*In witness whereof we have
hereunto set our hand and caused*

*this seal to be affixed this 24 day of
November.*

*Ruth Pierce, Mayor
City of Twin Falls*

*Rachael Long
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, November 17, 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.

Absent: Council Member Grayson Stone.

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Public Works Director Josh Baird, MVMPO Director Nathan Jerke, Assistant to the City Manager Mandi Thompson, Staff Engineer Trenton Essex, Parks and Recreation Director Wendy Davis, Deputy Prosecuting Attorney Nicole Swafford, Police Chief Matt Hicks, Fire Chief Mitchell Brooks, Planning & Zoning Director Spendlove.

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) Native American Heritage Recognition Month

Mayor Pierce read and presented the ***Native America Heritage Recognition*** Proclamation.

4) Consent Calendar

MOTION: Council Member Hawkins moved to approve the Consent Calendar as presented. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- a) Request to approve City Council 2025 November 3, minutes.
- b) Request to approve Accounts payable Oct 30-Nov 5, 2025.
- c) Request to approve airport ground lease termination agreements with Reeder Flying Service and Reeder Airport Properties and approve new lease agreements with Reeder Jet Center, and Reeder Flying Service.
- d) Request to approve an airport Assignment of Ground Lease Agreement from the Estate of Gary Wolverton Sr. to Gary Wolverton Jr.
- e) Request to accept the Improvement Agreement for the purpose of developing **Two Creeks No. 1 at the Preserve** public infrastructure for a future subdivision.
- f) Consideration of a request to accept public right-of-way.
- g) Authorization for payment of the fiscal year 2026 Traveler's Insurance premium.

5) Items of Consideration

a) MVMPO and Long-Range Planning Update

MVMPO Executive Director Jerke gave a presentation with updates for long-range planning.

Mayor Pierce thanked Director Jerke for his presentation.

b) Request for the Council to consider authorizing the use of Water Reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826.

Staff Engineer Essex requested the Council to consider authorizing the use of Water Reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826.

Discussion ensued on the following:

Vice Mayor Brown: Asked for some clarification on fencing.

MOTION: Vice Mayor Brown moved to approve the request to consider authorizing the use of water reserves in the amount of \$2,980,000 for the Well #5 project and award the construction contract to Suburban Construction in the amount of \$2,395,826 with option A. **Council Member Reed** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Request to enter negotiations with Starr Corp. for CM/GC services for the expansion of the animal shelter.
Assistant to the City Manager, Thompson, requested to enter negotiations with Starr Corp. for CM/GC services for the expansion of the animal shelter.

Discussion ensued on the following: None.

MOTION: Council Member Reid moved to approve the request to enter negotiations with Starr Corp. for CM/GC services for the expansion of the animal shelter. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 5 to 0 with 1 abstention.

- d) Consider a request to approve a Concession Agreement with Travis Hofland Golf, LLC to operate and manage the Twin Falls Golf Club and authorize the mayor to sign the Agreement.

Parks and Recreation Director Davis requested to approve a Concession Agreement with Travis Hofland Golf LLC to operate and manage the Twin Falls Golf Club and authorize the mayor to sign the Agreement.

Discussion ensued on the following: None.

MOTION: Council Member Vollmer moved to approve the request to approve a Concession Agreement with Travis Hofland Golf, LLC to operate and manage the Twin Falls Golf Club and authorize the mayor to sign the Agreement. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- e) A request to amend City Code 6-2-7 with the addition of subsection B by adopting **Ordinance No. 2025-026**. **Deputy Prosecuting Attorney Swafford** requested to amend City Code 6-2-7 with the addition of subsection B by adopting **Ordinance No. 2025-026**.

Discussion ensued on the following:

Council Member Cutler: Asked for clarification.

Council Member Reid: Asked for more clarification on reasonable suspicion. Asked what concerns there might be with approving this ordinance.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put **Ordinance No. 2025-026** on third and final reading by title only. **Vice Mayor Brown** seconded the motion. The roll call vote showed all members present voted in favor of the motion. Approved 6 to 0.

Mayor Pierce read **Ordinance No. 2025-026** by title only.

MOTION: Council Member Reid moved to approve the request to amend City Code 6-2-7 with the addition of subsection B by adopting **Ordinance No. 2025-026**. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- f) Consider a request to adopt Ordinance 0-2025-027 amending City Code Title 8, Chapter 3 regarding Public Parks. **Parks and Recreation Director Davis** requested to adopt **Ordinance No. 2025-027** amending City Code Title 8, Chapter 3 regarding Public Parks.

Discussion ensued on the following: None.

MOTION: Council Member Reid made a motion to dispense with reading the rules and put **Ordinance No. 2025-027** 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 6 to 0.

Mayor Pierce read **Ordinance No. 2025-027** by title only.

MOTION: Council Member Reid moved to approve the request to adopt **Ordinance No. 2025- 027** amending City Code Title 8, Chapter 3 regarding Public Parks. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

6) General Public Input

7) Advisory Board Report/Announcements

Mayor Pierce spoke about a grant from the C Graves Foundation for 4 sets of Flashing intersection beacons. Also reminded everyone that the Annual Festival Light Parade will be held on December 5, 2025.

City Manager Rothweiler will be hosting two strategic planning listening sessions. Both will be held on December 11, 2025, with the first one being held at CSI from 2:30-4:30 and the second will be from 6:00-8:00 at the First Federal Community Room.

8) Public Hearings

- a) Request to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

P&Z Director Spendlove requested to vacate a platted waterline easement within the Sun West Subdivision No. 2, located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110).

The applicant's representative, Gerald Martins, spoke about the request.

Discussion ensued on the following: None.

Public Hearing Opened: 5:52 pm

Public Hearing Closed: 5:53 pm

Discussion ensued on the following: None.

MOTION: Vice Mayor Brown moved to approve the request to vacate a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way. c/o EHM Engineers, Inc on behalf of MW Idaho Properties LLC (PZ25-0110). **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

9) Adjournment

Amy Luna, City Clerk

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

City of Twin Falls, Idaho - City Council

Schedule of regular Meetings & Public Hearings

2026

The meetings are generally held each Monday of every month starting at 5:00 pm, unless otherwise posted.

All meetings are held in the **City Council Chambers located at 203 Main Avenue East**
and are televised on Sparklight, Channel 17.

All meetings are live streamed and archived and can be found on the City's website at www.tfid.org

Public Hearings begin immediately after Items of Consideration.

January 05, 2026		July 06, 2026	
January 12, 2026		July 13, 2026	
January 20, 2026	Tuesday	July 20, 2026	
January 26, 2026		July 27, 2026	
February 02, 2026		August 03, 2026	
February 9, 2026		August 10, 2026	
February 17, 2026	Tuesday	August 17, 2026	
February 23, 2026		August 24, 2026	
March 02, 2026		August 31, 2026	
March 09, 2026		September 08, 2026	Tuesday
March 16, 2026		September 14, 2026	
March 23, 2026	No Public Hearings	September 21, 2026	
March 30, 2026		September 28, 2026	
April 06, 2026		October 05, 2026	
April 13, 2026		October 12, 2026	
April 20, 2026		October 19, 2026	
April 27, 2026		October 26, 2026	
May 04, 2026		November 02, 2026	
May 11, 2026		November 09, 2026	
May 18, 2026		November 16, 2026	
May 26, 2026	Tuesday	November 23, 2026	No Public Hearings
June 01, 2026		November 30, 2026	
June 08, 2026		December 07, 2026	
June 15, 2026		December 14, 2026	
June 22, 2026		December 21, 2026	No Public Hearings
June 29, 2026		December 28, 2026	



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Kelli Ebersole, City Planner

ACTION ITEM

Request:

Request for approval of a Final Plat for the Western Horizons Subdivision, consisting of 56 residential lots on approximately 20 acres, c/o EHM Engineers, Inc. on behalf of Gary Nelson, Indigo Investments Limited, LLC. (PZ25-0137)

Time Estimate:

Consent Calendar Item.

Background:

This is a request made by Gary Nelson, Indigo Investments Limited, LLC, represented by EHM Engineers, Inc, to approve the final plat for "Western Horizons Subdivision". The final plat consists of 56 residential lots on approximately 20 acres.

Approval Process:

Per City Code 10-12-2-4: After the approval or conditional approval of the preliminary plat, the developer may cause the total parcel or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. Upon the determination that the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the administrator shall place the final plat on the council agenda at the next regular meeting.

The council shall approve, approve with conditions, disapprove or table the final plat for additional information. A copy of the approved plat shall be filed with the administrator. Upon granting or denying the final plat, the council shall specify the approval period.

Approval Period: Final plat shall be filed with the county recorder within two years after written approval by the council, otherwise such approval shall become null and void, unless prior to said expiration date an extension of time is applied for by the subdivider and granted by the council.

Only one extension may be granted by the council for a term of two years.

Budget Impact:

N/A

Regulatory Impact:

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

History:

N/A

Analysis:

N/A

Conclusion:

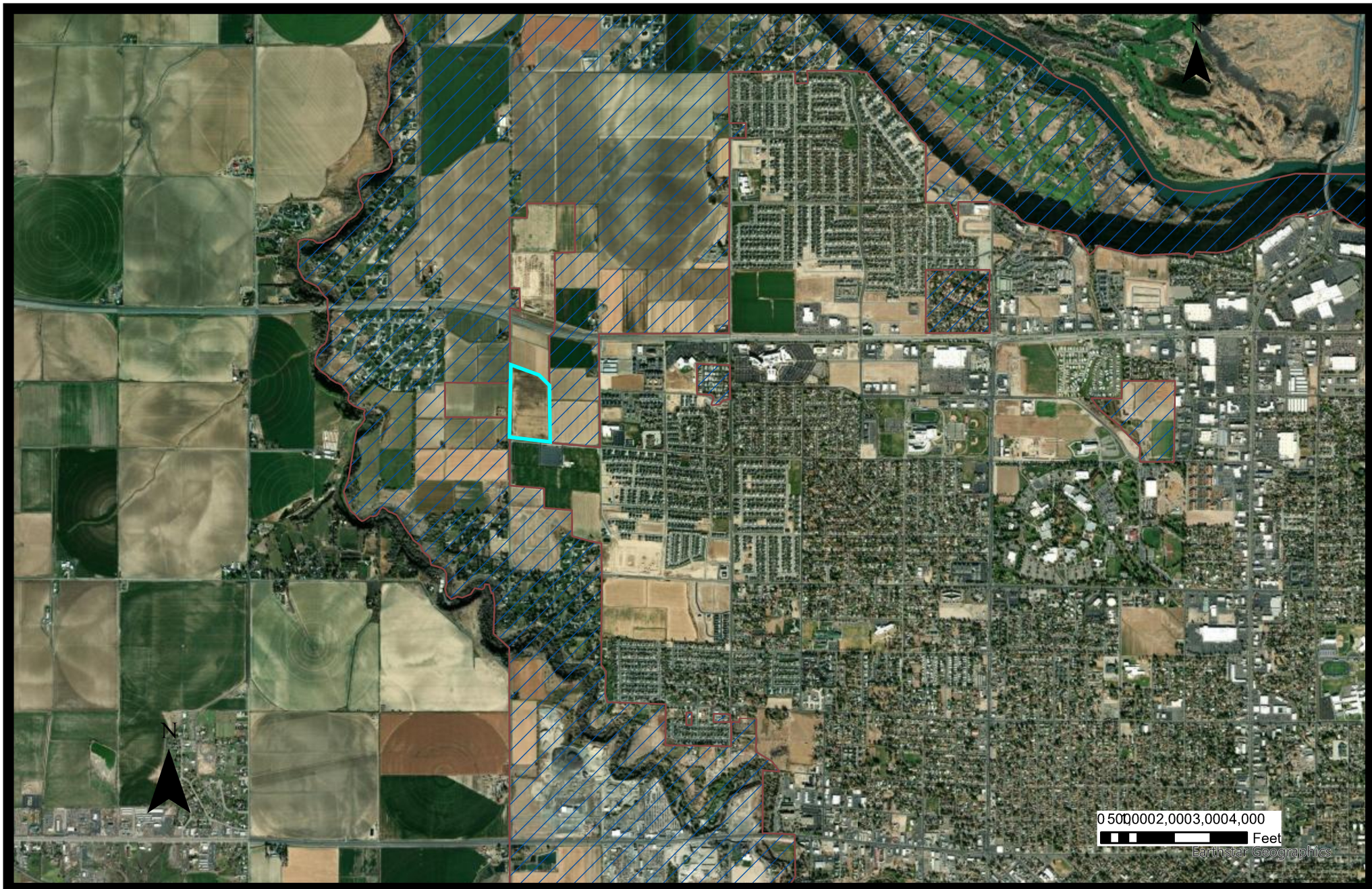
Staff recommends approval of this final plat with the following conditions:

1. Subject to site plan amendments as required by Building, Engineering, Fire and Zoning Officials to comply with applicable City Codes and standards.
2. Subject to submittal of a final plat, submitted prior to the signed of the final plat, showing compliance with all conditions and comments in Engineering Memorandum dated October 30, 2025.

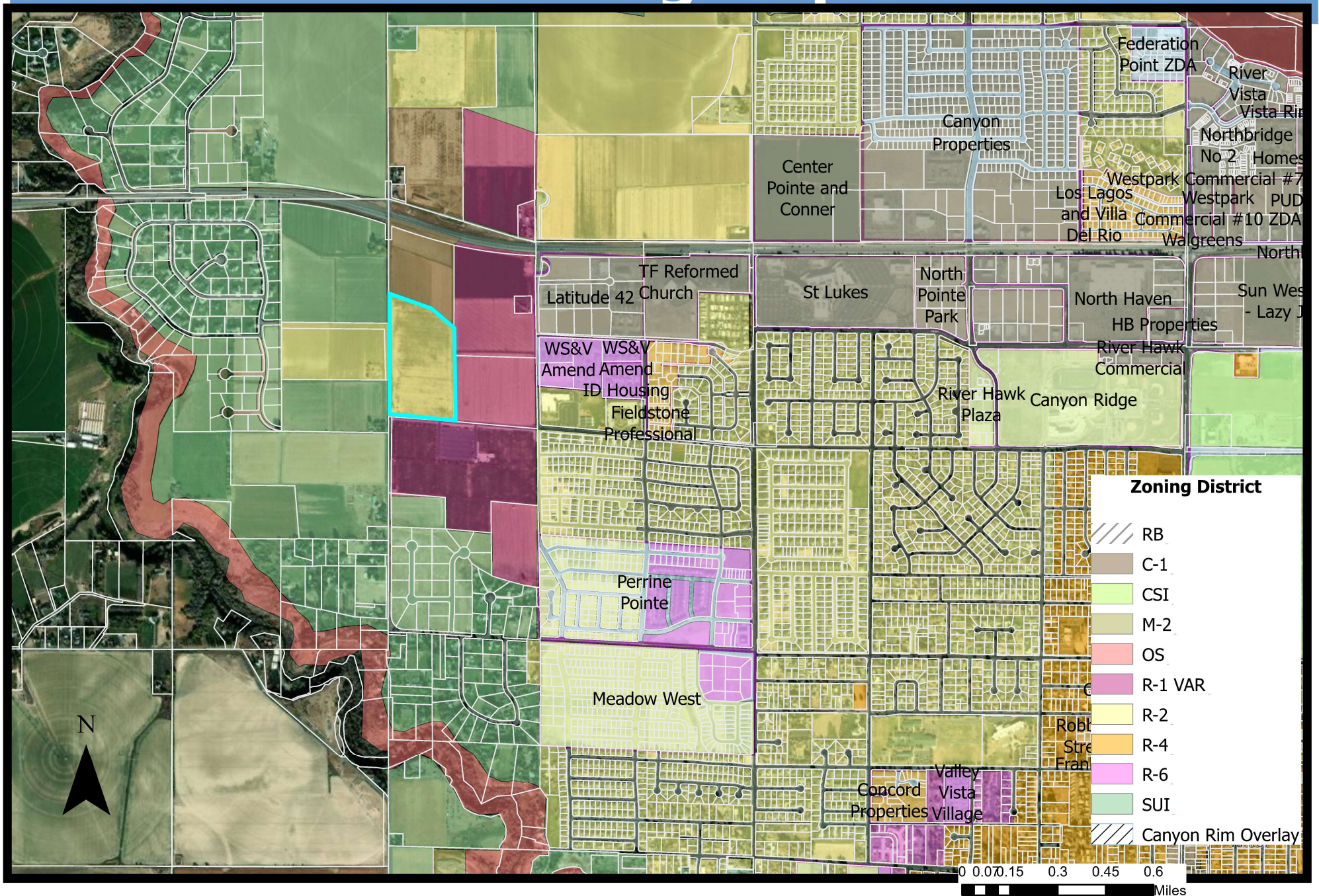
Attachments:

1. PZ25-0137 Vicinity Map
2. PZ25-0137 Zoning Map
3. PZ25-0137 FLU Map
4. PZ25-0137 Western Horizon Subd. - FP Review Exhibit 10-30-25
5. PZ25-0137 Western Horizon Subdivision - Engineering Memo 10-30-25

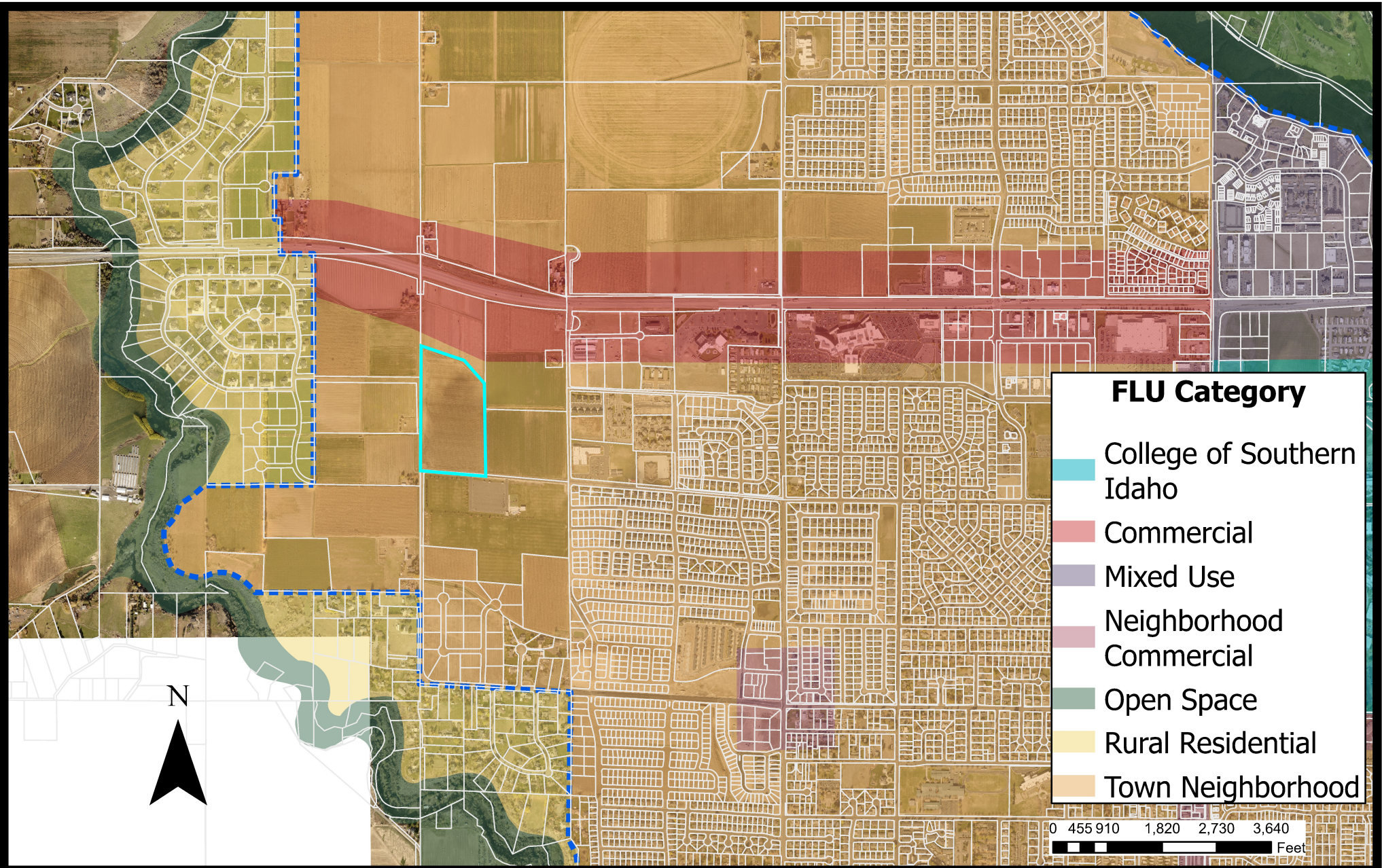
VICINITY MAP



Zoning Map



FLU Map



WESTERN HORIZON SUBDIVISION

Located In
A Portion of
Gov't. Lot 5 & a Portion of the
SE⁴ NW⁴, Section 6
Township 10 South, Range 17 East,
Boise Meridian,
Twin Falls County, Idaho
2025

Health Certificate

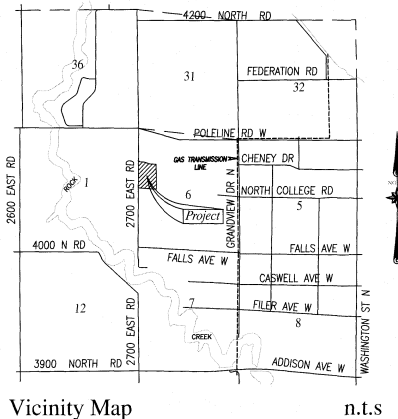
"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS.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

DISTRICT HEALTH DEPARTMENT, EHS

DATE: _____

Monument Certification

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



Vicinity Map

n.t.s

Surveyor's Narrative

THE PURPOSE OF THIS SURVEY IS TO LOCATE AND SUBDIVIDE THAT PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED AS INSTRUMENT NO. 2024-000843.

MONUMENTS WERE FOUND AT THE NORTHWEST, NORTHEAST, SOUTHEAST AND SOUTHWEST CORNERS OF THE NW⁴ OF SECTION 6.

THE EAST BOUNDARY IS PARALLEL WITH THE EAST BOUNDARY OF SAID NW⁴.

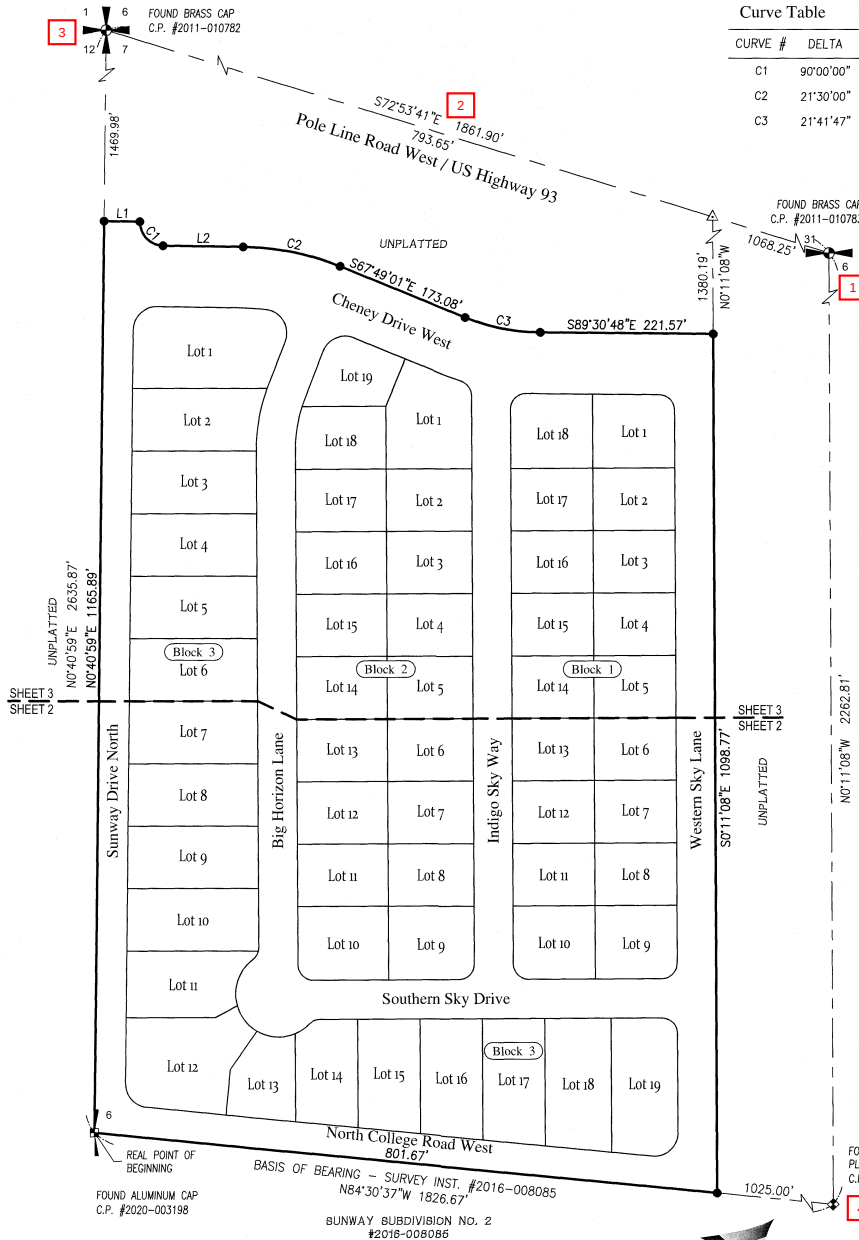
Irrigation Certification

THE LANDS INCLUDED IN THIS PLAT ARE LOCATED IN THE TWIN FALLS CANAL COMPANY SERVICE AREA 208-733-6731. IRRIGATION WATER WILL BE PROVIDED TO ALL LOTS THROUGH A PRESSURE IRRIGATION DELIVERY SYSTEM WHICH HAS BEEN APPROVED PURSUANT TO SECTION 31-3805(4), IDAHO CODE. THE PURCHASER OF EACH LOT SHALL REMAIN SUBJECT TO ALL ASSESSMENTS LEVIED BY THE CITY OF TWIN FALLS AND / OR THE TWIN FALLS CANAL COMPANY. ALL UNPAID IRRIGATION ENTITY ASSESSMENTS ARE A LIEN ON THE LAND.



EHM Engineers, Inc.





Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	90°00'00"	30.00'	47.12'	42.43'	30.00'	S44°19'01"E
C2	21°30'00"	339.00'	127.21'	126.46'	64.36'	S78°34'01"E
C3	21°41'47"	261.00'	98.83'	98.24'	50.02'	S78°39'55"E

Line Table

LINE #	BEARING	DISTANCE
L1	S89°19'01"E	46.00'
L2	S89°19'01"E	102.79'

Survey References

#2022-007515 SUNWAY SUBDIVISION NO. 3
 #2019-014035
 #2018-005796 LATITUDE 42 SUBDIVISION NO. 2, A PUD
 #2016-008085 SUNWAY SUBDIVISION NO. 2
 #2016-006743 LATITUDE 42 SUBDIVISION NO. 1, A PUD
 #2015-004500 SUNWAY CONVEYANCE PLAT
 #2011-016582
 #2008-019082 STONE RIDGE ESTATES SUBDIVISION
 #2005-004772

Deed References

#2024-000843

Easement Key

- 5 (A) ~~Public~~ DRAINAGE & UTILITY EASEMENT
 (B) IRRIGATION EASEMENT
 (C) STORM DRAIN EASEMENT

Notes:

LOT 1, BLOCK 3 IS RESERVED FOR RETENTION AND UTILITIES AND IS OWNED AND MAINTAINED BY A HOMEOWNERS ASSOCIATION.

WESTERN HORIZON
 SUBDIVISION
 Located In
 A Portion of
 Gov't. Lot 5 & a Portion of the
 SE⁴ NW⁴, Section 6
 Township 10 South, Range 17 East
 Boise Meridian
 Twin Falls County, Idaho
 2025

0 50 100 200
 SCALE IN FEET

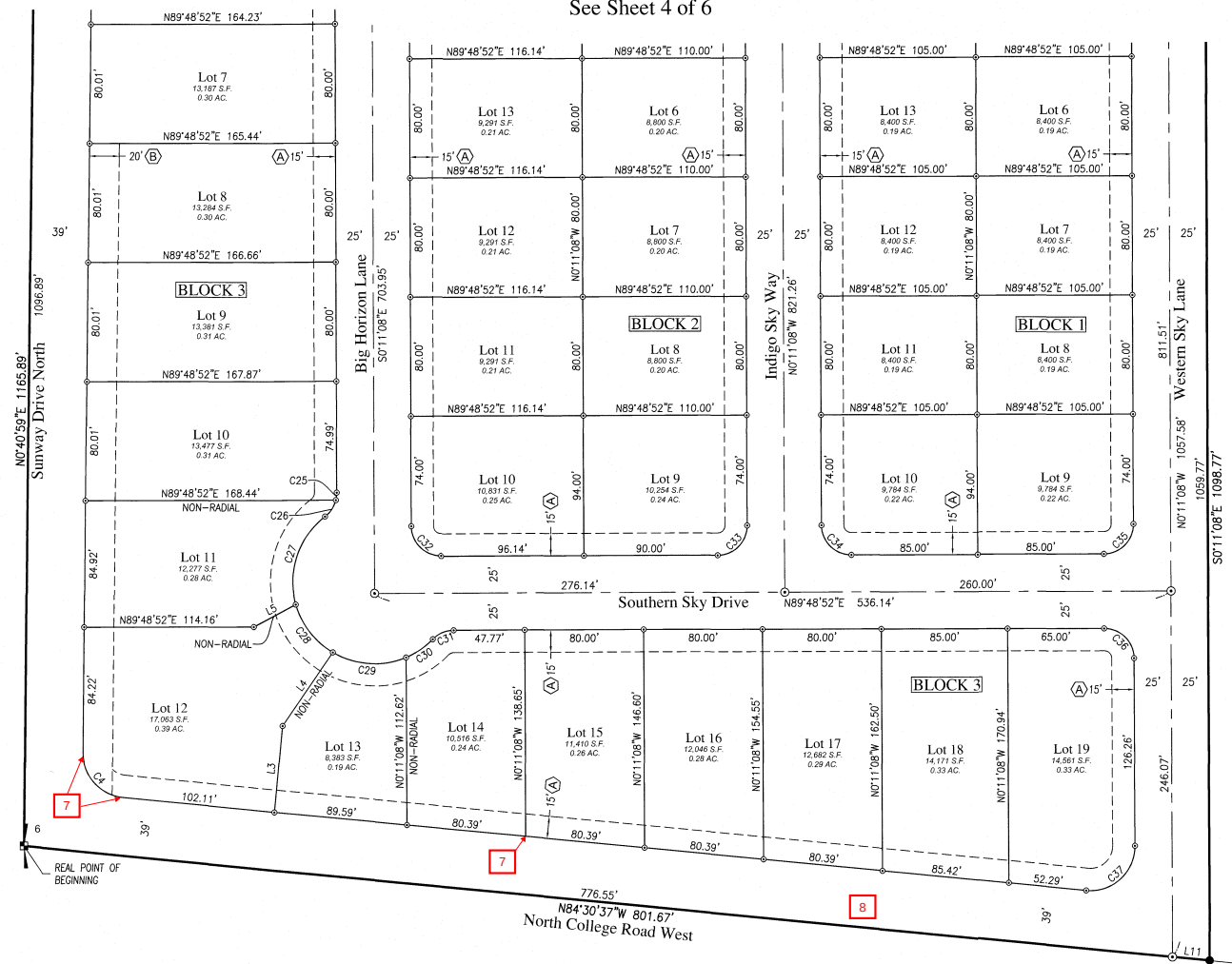
Legend

SUBDIVISION BOUNDARY LINE	—
SECTION LINE	---
QUARTER SECTION LINE	----
EASEMENT LINE	- - - -
CENTERLINE OF STREET	—
LOT LINE	—
CALCULATED POINT (NOT SET)	△
FOUND BRASS CAP (AS NOTED)	●
FOUND 5/8" REBAR (AS NOTED)	○
FOUND ALUMINUM CAP (AS NOTED)	⊕
PLACED ALUMINUM CAP	⊕
5/8" x 24" REBAR & CAP TO BE SET - LS 10110	⊙
1/2" x 24" REBAR & CAP TO BE SET - LS 10110	⊙
SET 5/8" x 24" REBAR & CAP - LS 10110	●

NORTH

0 25 50 100
SCALE IN FEET

See Sheet 4 of 6



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C4	85°11'36"	30.00'	44.61'	40.61'	27.58'	S41°54'49"E
C25	14°30'56"	20.00'	5.07'	5.05'	2.55'	N7°04'20"E
C26	38°36'52"	20.00'	13.48'	13.23'	7.01'	N33°38'14"E
C27	68°52'33"	55.00'	66.12'	62.21'	37.71'	S18°30'24"W
C28	43°31'17"	55.00'	41.78'	40.78'	21.95'	S37°41'31"E
C29	53°19'59"	55.00'	51.20'	49.37'	27.62'	S86°07'09"E
C30	22°45'31"	55.00'	21.85'	21.70'	11.07'	N55°50'06"E
C31	45°21'31"	20.00'	15.83'	15.42'	8.36'	S67°08'06"W
C32	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°11'08"E
C33	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°48'52"E
C34	90°00'00"	20.00'	31.42'	28.28'	20.00'	S45°11'08"E
C35	90°00'00"	20.00'	31.42'	28.28'	20.00'	N44°48'52"E
C36	90°00'00"	20.00'	31.42'	28.28'	20.00'	N45°11'08"W
C37	95°40'31"	30.00'	50.10'	44.47'	33.13'	N47°39'08"E

Line Table

LINE #	BEARING	DISTANCE
L3	N5°29'23"E	58.21'
L4	S34°30'10"W	60.00'
L5	S61°52'34"W	32.00'
L11	N84°30'37"W	25.12'

Easement Key

- 5 Public
 (A) DRAINAGE & UTILITY EASEMENT
 (B) IRRIGATION EASEMENT



EHM Engineers, Inc.





0 25 50 100
SCALE IN FEET



Curve Table

CURVE #	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BRG
C1	90°00'00"	30.00'	47.12'	42.43'	30.00'	S44°19'01"E
C2	21°30'00"	339.00'	127.21'	126.46'	64.36'	S78°34'01"E
C3	21°41'47"	261.00'	98.83'	98.24'	50.02'	S78°39'55"E
C5	90°00'00"	30.00'	47.12'	42.43'	30.00'	S45°40'59"W
C6	6°39'47"	261.00'	30.35'	30.34'	15.19'	N85°59'07"W
C7	103°35'13"	30.00'	54.24'	47.15'	38.11'	N30°51'37"W
C8	20°23'24"	300.00'	106.76'	106.20'	53.95'	N79°07'19"W
C9	21°30'00"	300.00'	112.57'	111.91'	56.96'	N78°34'01"W
C10	1°06'36"	300.00'	5.81'	5.81'	2.91'	N68°22'19"W
C11	9°33'38"	300.00'	50.06'	50.00'	25.09'	S72°35'50"E
C12	21°41'47"	300.00'	113.60'	112.92'	57.49'	S78°39'55"E
C13	12°08'09"	300.00'	63.54'	63.42'	31.89'	S83°26'44"E
C14	89°19'40"	20.00'	31.18'	28.12'	19.77'	N44°50'58"W
C15	2°45'43"	339.00'	16.34'	16.34'	8.17'	S88°07'56"E
C16	93°26'03"	20.00'	32.61'	29.12'	21.24'	S46°31'54"W
C17	71°54'17"	20.00'	25.10'	23.48'	14.51'	N36°08'16"W
C18	4°16'24"	339.00'	25.28'	25.28'	12.65'	S69°57'13"E
C19	91°15'00"	30.00'	47.78'	42.89'	30.66'	S66°33'29"W
C20	2°47'00"	175.00'	8.50'	8.50'	4.25'	S19°32'29"W
C21	18°20'07"	175.00'	56.00'	55.76'	28.24'	S8°58'56"W
C22	21°07'07"	200.00'	73.72'	73.30'	37.28'	S10°22'26"W
C23	0°38'06"	225.00'	2.49'	2.49'	1.25'	S20°36'56"W
C24	20°29'01"	225.00'	80.44'	80.01'	40.65'	S10°03'22"W

Line Table

LINE #	BEARING	DISTANCE
L1	S89°19'01"E	46.00'
L2	S89°19'01"E	102.79'
L7	N89°19'01"W	178.79'
L8	S20°55'59"W	137.63'
L9	N22°10'59"E	65.79'
L10	S89°30'48"E	25.00'

Easement Key

- 5 Public
 (A) DRAINAGE & UTILITY EASEMENT
 (C) STORM DRAIN EASEMENT

See Sheet 3 of 6

Notes:

LOT 1, BLOCK 3 IS RESERVED FOR RETENTION AND UTILITIES AND IS OWNED AND MAINTAINED BY A HOMEOWNERS ASSOCIATION.



EHM Engineers, Inc.



CERTIFICATE OF OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING A PORTION OF GOVERNMENT LOT 5 AND A PORTION OF THE SE4 OF THE NW4 OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 6 AND BEING THE REAL POINT OF BEGINNING;
THENCE, ALONG THE WEST BOUNDARY OF SAID GOVERNMENT LOT 5, NORTH 00°40'59" EAST 1165.89 FEET;
THENCE, LEAVING SAID WEST BOUNDARY, SOUTH 89°19'01" EAST 46.00 FEET;
THENCE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC DISTANCE OF 47.12 FEET AND A LONG CHORD THAT BEARS SOUTH 44°19'01" EAST 42.43 FEET;
THENCE, SOUTH 89°19'01" EAST 102.79 FEET;
THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 339.00 FEET, THROUGH A CENTRAL ANGLE OF 21°30'00", AN ARC DISTANCE OF 127.21 FEET AND A LONG CHORD THAT BEARS SOUTH 78°34'01" EAST 126.46 FEET;
THENCE, SOUTH 67°49'01" EAST 173.08 FEET;
THENCE, ALONG THE ARC OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 261.00 FEET, THROUGH A CENTRAL ANGLE OF 21°41'47", AN ARC DISTANCE OF 98.83 FEET AND A LONG CHORD THAT BEARS SOUTH 78°39'55" EAST 98.24 FEET;
THENCE, SOUTH 89°30'48" EAST 221.57 FEET;
THENCE, SOUTH 00°11'08" EAST 1098.77 FEET PARALLEL WITH THE EAST BOUNDARY OF THE NW4 OF SAID SECTION 6 TO A POINT ON THE SOUTH BOUNDARY OF SAID SE4 OF THE NW4 OF SECTION 6;
THENCE, ALONG SAID SOUTH BOUNDARY AND THE SOUTH BOUNDARY OF SAID GOVERNMENT LOT 5, NORTH 84°30'37" WEST 801.67 FEET TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 20.25 ACRES.

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

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

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY CERTIFY THAT SURFACE WATER FOR IRRIGATION IS REASONABLY AVAILABLE, PER SECTION 67-6537, IDAHO CODE, AND THAT THEY ARE IN COMPLIANCE WITH SECTION 31-3805, IDAHO CODE.

INDIGO INVESTMENTS LIMITED, LLC, A UTAH LIMITED LIABILITY COMPANY

BY: GARY N. NELSON, MANAGER

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

ON THIS _____ DAY OF _____, 2025, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GARY N. NELSON, KNOWN OR IDENTIFIED TO ME TO BE A MEMBER OF INDIGO INVESTMENTS LIMITED, LLC, A UTAH LIMITED LIABILITY COMPANY, THE LIMITED LIABILITY COMPANY THAT EXECUTED THIS CERTIFICATE OR THE PERSON WHO EXECUTED THE CERTIFICATE ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

CERTIFICATE OF SURVEYOR

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



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 20____.

MAYOR CITY CLERK

APPROVAL OF CITY ENGINEER

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

CITY ENGINEER ATTEST

COUNTY SURVEYOR'S CERTIFICATE

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

GEORGE A. YERION PLS# DATE
PROFESSIONAL LAND SURVEYOR

ACKNOWLEDGMENT

STATE OF }
COUNTY OF } ss

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

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

NOTARY PUBLIC
RESIDING AT
COMMISSION EXPIRES

COUNTY TREASURER'S CERTIFICATE

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

COUNTY TREASURER DATE

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO }
COUNTY OF TWIN FALLS } ss

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

DEPUTY EX-OFFICIO RECORDER



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2293

ENGINEERING

208-735-7248

ENGINEERING MEMORANDUM

To: William Klaver, Senior Planner

From: Kristi Fehringer, Engineering Development Coordinator

Date: 10/30/2025

Re: Final Plat – **Western Horizon Subdivision** – Application # PZ25-0137

The Engineering Department has reviewed the Final Plat for the Western Horizon Subdivision. The following changes shall be addressed prior to the signatures on the Final Plat by the City of Twin Falls. This Conditional Approval is contingent on compliance with all applicable City Standards.

1. This corner is mislabeled. This is not a section corner. Please revise.
2. The line type used for Pole Line Road West / US Highway 93 indicates that the centerline of this road is the section line. The centerline of this roadway is not the centerline. Please revise.
3. This section corner is mislabeled. Please revise.
4. The CP# is incomplete. Please revise.
5. This easement should be designated as a "Public Utility Easement". Please remove the word "drainage".
6. These curves should have a 30' radius. Please revise.
7. These locations are missing the symbols for "to be set". Please revise.
8. There is an existing documented easement in this location. The ROW will be dedicated with this plat, but the easement will still exist.
9. It appears that the centerline intersection of Sunway Drive North and Cheney Drive West does not line up with the Believer's Church Right-of-Way legal description. Please verify.
10. Please include a note specifying there will be no direct access to Sunway Drive North or North College Road West.

General Comments:

1. A financial guarantee was not provided. Please submit a Trust Agreement or specify what type of financial guarantee is going to be provided.
2. Please submit a “Statement of Authority” for the LLC.
3. Please submit closures.
4. Please submit draft CCR’s.

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

Cc: Gary Nelson, Indigo Investments, LLC,
Ben Lyda, EHM Engineers,
Troy Vitek, City Engineer, tvitek@tfid.org



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:

Vacation
Application

MW Idaho Properties LLC
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 November 17, 2025, for public hearing pursuant to public notice as required by law for Vacation of a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way 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 a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: October 30, 2025.
3. The property in question is zoned C-1 PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Mixed Use 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, Pole Line Rd; to the south, Cheney Dr; to the east, Retail to the west, Washington St N/Retail.

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 a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way is consistent with the purpose of the C-1 PUD 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 C-1 PUD 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 a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way 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 a platted waterline easement within the Sun West Subdivision No. 2; located at 1594 Sun West Way 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 the applicant providing a new easement, acceptable by the City Engineer, prior to the signing of the ordinance.

APPLICATION #: PZ25-0110



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 *

Pedestrian barricades typically span two block either side of Shoshone. Please specify if you would like more or less barricades.

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 *

Tent permit NOT needed until the tent becomes 401sf or larger.

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

Estimated Number of Attendees*

10,000

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.

VIP tents, up to three vendor tables, and potentially a Reindeer display set up on the stage at Commons. VIP area's set up at Main St. & Washington St. for Announcers on South West corner 10'x10', VIP area on South East corner 10'x10', VIP area on North East corner 10'x10' (roped off 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 *

Debi

Last Name *

Perkins

Onsite Contact

First Name *

Debi

Last Name *

Perkins

Event Information

Event Name *

Festival of Lights Parade

Event Location (Park or Facility Requested)

Downtown Main Street /Commons Area

Is this event indoors or outdoors? *

- ☐ Indoors
- ☒ Outdoors

Event Reoccurrence

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

Event Description *

This is the annual Festival of Lights Parade. Same process as 2024. - requesting street sweep following parade and barricades set up pending snow/weather.

Commons Area:

First Federal - tent size one 20x20

3 Food Truck Vendors west lane (north of Hansen St. E.) - along west lane keeping East Lane open for emergency vehicle/fire truck.

3 vendor tables set up to west wall area of Commons (pending sponsors)

requesting to add in a Reindeer display to stage area (same as last year) pending sponsor

3 VIP areas on each of three corners of Main St./Washington St.

*Southwest corner-Announcer sectioned area 10'x10' roped area

*Southeast corner- sectioned area for VIP Sponsor 10'x10' roped area

*Northeast corner- sectioned area for VIP Sponsor 10'x10' roped area

Times-News Parking Lot:

2 Food vendor trucks located in the TN 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 *

2025 Parade maps Commons area, route, Vendors, float line up.pdf

729.21KB

Set-up Time Start *

12/05/2025 09:00:00 AM

Set-up Time End *

12/05/2025 04:30:00 PM

Event Time Start *

12/05/2025 06:00:00 PM

Event Time End *

12/05/2025 09:00:00 PM

Take Down Time Start *

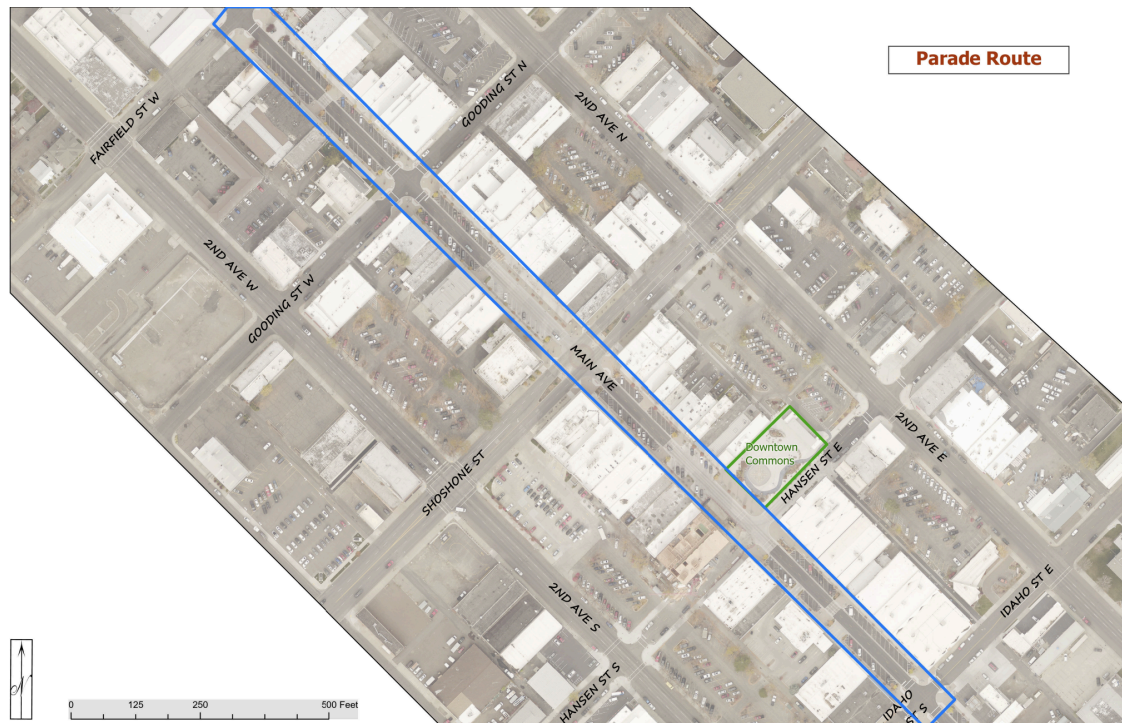
12/06/2025 09:00:00 AM

Take Down Time End *

12/06/2025 10:00:00 PM

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

Parade



This is the standard parade route in Twin Falls. Will you be using this route? *

☐ Yes ☒ No, I want to use a custom route.

Map of Parade Route *

Parade Traffic Control Plan ***Parade Route**

Staging area At Magic Valley High School & along

Main Street Blocked from Main Ave N./ Albion St. West thru

Jerome St. S.

Parade staging begins at 4:30pm, parade begins at 6pm and will last about an hour, followed by the tree lighting ceremony at the Commons.

Street parking close 2pm-

Closed to Traffic 3pm

Barricades set up 4pm-5:30pm

All floats can enter Main Ave. from Addison/Washington & Albion St. Smaller floats/cars can enter Buhl St.

Castleford Dierke's will be CLOSED

Smaller floats (trucks/smaller trailers, cars) will need to follow yellow arrows on map (turn left on Castleford then right into alley entering the MV High School Parking for staging area).

Larger trucks/trailers Semi, Buses will remain on Main Ave. lining up on left/right side of road out of the way for smaller floats/vehicles to get through.

Parade begins at 6pm Sharp

Parade starts at Dierke's St. and ends at Jerome St.

exit forward or to side streets

Road Closure

Will you be requesting road closures not included in the standard parade route? *

☒ Yes ☐ No

Road Closure Details *

Castleford and Dierke's street thru Jerome St. will need to be closed. not sure how many barricades it takes usually span from Eden St to Jerome St.

Pedestrian Barricades

The city can provide up to 700 pedestrian barricades and a driver. You will need to set up and take down the barricades. Your event insurance will also need to cover anyone setting up or taking down these barricades. You will need to allow yourself adequate time to set up and take down the barricades.

How many barricades will you need? *

1

Parking Plan

Parking Plan *

map shows parking for parade entries. Viewers can use designated parking areas close by.

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.

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

Certificate of Insurance for City of Twin Falls.pdf

12.99KB

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.):

additional trash cans will be provided - staff will assist to clean side walks, requesting sweeper following event pending weather.

Local trash company providing 12 trash carts and 3 portable toilets along the route. requesting use of Commons bathrooms to be open. Same as last year.

Have you arranged for portable toilets? *

☒ Yes ☐ No

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

☒ Yes ☐ No

Name of Contracted Company *

PSI

Number of Trash Receptacles *

12

Size of Trash Receptacles

64 gallon

Contact person in charge of waste. *

Kacee Gram

Phone number of contact

208-733-4441

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 *

Debi Perkins

Name *

Debi Perkins

Date *

08/28/2025



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

ACTION ITEM

Request:

Request for the Twin Falls City Council to accept the Twin Falls County Canvassed election results for the November 4, 2025 election.

Time Estimate:

The estimated amount of time for this item is 3-5 minutes.

Background:

Twin Falls County is responsible for holding elections for the City of Twin Falls. After each election, the County provides the results for each seat, by precinct. The Council must pass a motion to formally accept these results. This procedure is a formality to get the election results in the minutes.

Approval Process:

The approval process is to make and pass a motion to formally accept the canvassed election results.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

History:

Analysis:

Conclusion:

The Council is asked to review and accept the County's canvassed election results by motion.

Attachments:

1. County Canvass Report- November 4, 2025 Election
2. Nov 4 2025 Election Canvass Certificate
3. County Canvass Summary November 4, 2025 Election
4. Nov 4 2025 Election Canvass Certificate- City of Twin Falls
5. Abstract individual precincts Nov 2025
6. Staff Report Election results

Buhl Mayor
Vote For 1

	Doug Howarth	Pamela McClain	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Buhl 3	130	85	0	3	754	215
Buhl 4	183	77	0	3	657	260
Buhl 5	157	113	1	2	691	270
Contest Total	470	275	1	8	2,102	745

Buhl City Council Seat 4 Year Term
Vote For 2

	Fred Bartlett	Mark Dowding	Ryan Loos	Anita Talge	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Buhl 3	112	101	118	85	0	20	754	416
Buhl 4	139	143	139	80	2	23	657	501
Buhl 5	136	117	164	108	2	19	691	525
Contest Total	387	361	421	273	4	62	2,102	1,442

Buhl City Council Seat 2 Year Term
Vote For 1

	Cortlin Runyan	Kathy Schofield	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Buhl 3	103	110	1	4	754	213
Buhl 4	152	104	0	7	657	256
Buhl 5	155	115	0	3	691	270
Contest Total	410	329	1	14	2,102	739

Filer Mayor
Vote For 1

	Karley Harrison	Bob Templeman	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Filer 1	80	130	0	7	1,099	210
Filer 2	16	35	0	0	1,011	51
Filer 3	48	142	0	1	942	190
Contest Total	144	307	0	8	3,052	451

Filer City Council
Vote For 2

	Samuel Callen	Debbie Carpenter	Taylor Clark	Drew Olsen	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Filer 1	138	90	67	87	0	52	1,099	382
Filer 2	37	21	10	19	0	15	1,011	87
Filer 3	127	79	57	80	0	39	942	343
Contest Total	302	190	134	186	0	106	3,052	812

Twin Falls City Council Seat 1

Vote For 1

	Jason Brown	Zaine Newberry	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Twin Falls 1	71	31	1	6	891	102
Twin Falls 2	55	34	1	1	812	89
Twin Falls 3	51	34	0	1	827	85
Twin Falls 4	46	24	0	1	835	70
Twin Falls 5	133	27	0	3	884	160
Twin Falls 6	170	31	0	4	1,051	201
Twin Falls 7	76	29	0	1	900	105
Twin Falls 8	127	45	0	3	1,039	172
Twin Falls 9	69	43	0	1	1,074	112
Twin Falls 10	67	26	0	2	1,005	93
Twin Falls 11	94	38	0	0	1,095	132
Twin Falls 12	170	21	0	4	909	191
Twin Falls 13	73	32	0	3	1,040	105
Twin Falls 14	88	45	0	4	1,197	133
Twin Falls 15	16	5	0	1	268	21
Twin Falls 16	72	28	1	2	891	100
Twin Falls 17	59	20	0	4	1,032	79
Twin Falls 18	90	38	0	1	1,122	128
Twin Falls 19	73	30	0	5	1,019	103
Twin Falls 20	127	32	0	6	1,524	159
Twin Falls 21	39	30	0	0	747	69

Twin Falls City Council Seat 1
Vote For 1

	Jason Brown	Zaine Newberry	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Twin Falls 22	84	23	0	1	773	107
Twin Falls 24	39	11	0	0	438	50
Twin Falls 26	16	10	0	0	229	26
Contest Total	1,905	687	3	54	21,602	2,592

Twin Falls City Council Seat 5

Vote For 1

	<i>Tato Munoz</i>	<i>Nathan Murray</i>	<i>Over Votes</i>	<i>Under Votes</i>	<i>Total Registered Voters</i>	<i>Total Votes Cast</i>
Twin Falls 1	63	42	2	2	891	105
Twin Falls 2	46	45	0	0	812	91
Twin Falls 3	49	37	0	0	827	86
Twin Falls 4	34	37	0	0	835	71
Twin Falls 5	66	93	0	4	884	159
Twin Falls 6	56	146	0	3	1,051	202
Twin Falls 7	47	58	0	1	900	105
Twin Falls 8	77	95	0	3	1,039	172
Twin Falls 9	65	47	0	1	1,074	112
Twin Falls 10	45	48	0	2	1,005	93
Twin Falls 11	63	68	0	1	1,095	131
Twin Falls 12	74	117	0	4	909	191
Twin Falls 13	51	55	0	2	1,040	106
Twin Falls 14	65	71	0	1	1,197	136
Twin Falls 15	8	14	0	0	268	22
Twin Falls 16	56	46	0	1	891	102
Twin Falls 17	32	49	0	2	1,032	81
Twin Falls 18	61	66	0	2	1,122	127
Twin Falls 19	56	49	0	3	1,019	105
Twin Falls 20	69	92	1	3	1,524	161
Twin Falls 21	30	38	0	1	747	68

Twin Falls City Council Seat 5
Vote For 1

	Tato Munoz	Nathan Murray	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Twin Falls 22	52	56	0	0	773	108
Twin Falls 24	18	31	0	1	438	49
Twin Falls 26	15	11	0	0	229	26
Contest Total	1,198	1,411	3	37	21,602	2,609

Buhl School District Trustee Zone 1
Vote For 1

	Alisa Atkinson	Dave Klug	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Buhl 1	3	0	0	0	744	3
Buhl 2	76	55	0	2	616	131
Buhl 5	30	26	0	2	691	56
Deep Creek	24	24	0	0	296	48
Contest Total	133	105	0	4	2,347	238

Buhl School District Trustee Zone 2
Vote For 1

	Cody Gilliland	J.D. Gould	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Buhl 1	112	89	0	0	744	201
Buhl 2	1	4	0	0	616	5
Buhl 3	23	28	0	1	754	51
Contest Total	136	121	0	1	2,114	257

Filer School District Trustee Zone 2
Vote For 1

	Jason Crump	Joe Maloney	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Filer 1	26	67	0	6	1,099	93
Filer 3	43	118	0	19	942	161
Contest Total	69	185	0	25	2,041	254

Hansen School District Trustee Zone 1
Vote For 1

	Nathan John Heuvel	Sara Villavicencio	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Hansen	13	16	0	0	189	29
Contest Total	13	16	0	0	189	29

Filer School District Plant Facilities Reserve Fund Levy
Vote For 1

	IN FAVOR OF authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$300,000 per year for ten (10) years	AGAINST authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$300,000 per year for ten (10) years	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Filer 1	153	206	0	5	1,099	359
Filer 2	103	173	0	3	1,011	276
Filer 3	126	178	0	8	942	304
Hollister	60	103	1	1	629	163
Maroa	48	85	0	2	493	133
Contest Total	490	745	1	19	4,174	1,235

Filer School District Supplemental Levy Vote For 1						
	IN FAVOR OF authorizing a Supplemental Levy in the amount of \$650,000 per year for two (2) years.	AGAINST authorizing a Supplemental Levy in the amount of \$650,000 per year for two (2) years.	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Filer 1	158	201	1	4	1,099	359
Filer 2	95	182	0	2	1,011	277
Filer 3	126	176	0	10	942	302
Hollister	61	101	1	2	629	162
Maroa	50	85	0	0	493	135
Contest Total	490	745	2	18	4,174	1,235

Kimberly School District Plant Facilities Reserve Fund Levy
Vote For 1

	IN FAVOR OF authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$500,000 per year for ten (10) years	AGAINST authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$500,000 per year for ten (10) years	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Kimberly 1	112	124	0	8	1,301	236
Kimberly 2	123	113	0	7	1,127	236
Kimberly 3	140	87	0	6	1,438	227
Kimberly 4	71	60	0	2	866	131
Contest Total	446	384	0	23	4,732	830

Kimberly School District Supplemental Levy						
Vote For 1						
	IN FAVOR OF authorizing a Supplemental Levy in the amount of \$800,000 per year for two (2) years.	AGAINST authorizing a Supplemental Levy in the amount of \$800,000 per year for two (2) years.	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Kimberly 1	122	120	1	1	1,301	242
Kimberly 2	126	113	1	3	1,127	239
Kimberly 3	147	83	0	3	1,438	230
Kimberly 4	70	63	0	0	866	133
Contest Total	465	379	2	7	4,732	844

Murtaugh Joint School District Levy						
Vote For 1						
	IN FAVOR OF authorizing the School Plant Facilities Fund Levy of \$175,000.00, each year for ten (10) years	AGAINST authorizing the School Plant Facilities Fund Levy of \$175,000.00, each year for ten (10) years	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Murtaugh	76	23	0	0	378	99
Contest Total	76	23	0	0	378	99

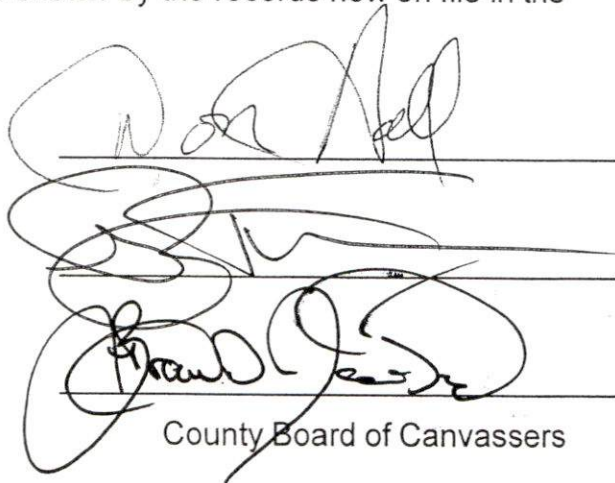
Three Creek School District Levy						
Vote For 1						
	IN FAVOR OF authorizing a Supplemental Levy in the amount of \$33,750 per year for two (2) years	AGAINST authorizing a Supplemental Levy in the amount of \$33,750 per year for two (2) years	Over Votes	Under Votes	Total Registered Voters	Total Votes Cast
Hollister	0	0	0	0	6	0
Contest Total	0	0	0	0	6	0

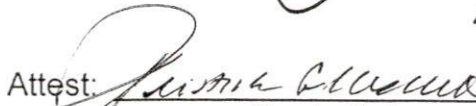
STATE OF IDAHO

COUNTY OF TWIN FALLS

} ss.

We, the commissioners of the county and state aforesaid, acting as a Board of Canvassers of Election, convened on November 13, 2025, do hereby state that the attached is a true and complete abstract of all votes cast within this county for the candidates and/or questions as they appeared at the election held on November 4, 2025, as shown by the records now on file in the County Clerk's office.


County Board of Canvassers

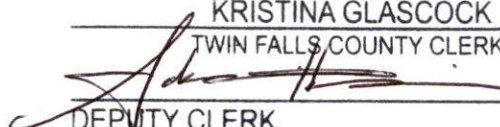
Attest: 
County Clerk

State of Idaho
County of Twin Falls

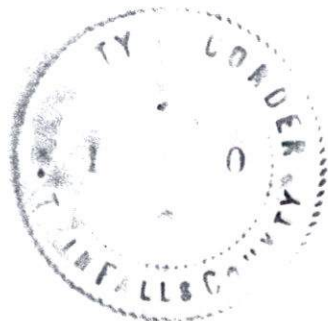
I hereby certify the foregoing to be a full, true
and correct copy of the original

KRISTINA GLASCOCK

TWIN FALLS COUNTY CLERK


DEPUTY CLERK

11/13/2025
DATE



Buhl Mayor

Vote for 1

Precincts Reported 3 of 3

	TOTAL	%
Doug Howarth	470	63.09%
Pamela McClain	275	36.91%
Total Votes Cast	745	
Over Votes	1	
Under Votes	8	
Total Ballots Cast	754	

Buhl City Council Seat 4 Year Term

Vote for 2

Precincts Reported 3 of 3

	TOTAL	%
Fred Bartlett	387	26.84%
Mark Dowding	361	25.03%
Ryan Loos	421	29.20%
Anita Tatge	273	18.93%
Total Votes Cast	1,442	
Over Votes	4	
Under Votes	62	
Total Ballots Cast	754	

Buhl City Council Seat 2 Year Term

Vote for 1

Precincts Reported 3 of 3

	TOTAL	%
Cortlin Runyan	410	55.48%
Kathy Schofield	329	44.52%
Total Votes Cast	739	
Over Votes	1	
Under Votes	14	
Total Ballots Cast	754	

Filer Mayor

Vote for 1

Precincts Reported 3 of 3

	TOTAL	%
Karley Harrison	144	31.93%
Bob Templeman	307	68.07%
Total Votes Cast	451	
Over Votes	0	
Under Votes	8	
Total Ballots Cast	459	

Filer City Council

Vote for 2

Precincts Reported 3 of 3

	TOTAL	%
Samuel Callen	302	37.19%
Debbie Carpenter	190	23.40%
Taylor Clark	134	16.50%
Drew Olsen	186	22.91%
Total Votes Cast	812	
Over Votes	0	
Under Votes	106	
Total Ballots Cast	459	

Twin Falls City Council Seat 1

Vote for 1

Precincts Reported 24 of 24

	TOTAL	%
Jason Brown	1,905	73.50%
Zaine Newberry	687	26.50%
Total Votes Cast	2,592	
Over Votes	3	
Under Votes	54	
Total Ballots Cast	2,649	

Twin Falls City Council Seat 5

Vote for 1

Precincts Reported 24 of 24

	TOTAL	%
Tato Munoz	1,198	45.92%
Nathan Murray	1,411	54.08%
Total Votes Cast	2,609	
Over Votes	3	
Under Votes	37	
Total Ballots Cast	2,649	

Buhl School District Trustee Zone 1

Vote for 1

Precincts Reported 4 of 4

	TOTAL	%
Alisa Atkinson	133	55.88%
Dave Klug	105	44.12%
Total Votes Cast	238	
Over Votes	0	
Under Votes	4	
Total Ballots Cast	242	

Buhl School District Trustee Zone 2

Vote for 1

Precincts Reported 3 of 3

	TOTAL	%
Cody Gilland	136	52.92%
J.D. Gould	121	47.08%
Total Votes Cast	257	
Over Votes	0	
Under Votes	1	
Total Ballots Cast	258	

Filer School District Trustee Zone 2

Vote for 1

Precincts Reported 2 of 2

	TOTAL	%
Jason Crump	69	27.17%
Joe Maloney	185	72.83%
Total Votes Cast	254	
Over Votes	0	
Under Votes	25	
Total Ballots Cast	279	

Hansen School District Trustee Zone 1

Vote for 1

Precincts Reported 1 of 1

	TOTAL	%
Nathan John Heuvel	13	44.83%
Sara Villavicencio	16	55.17%
Total Votes Cast	29	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	29	

Filer School District Plant Facilities Reserve Fund Levy

Requires 55% to pass

Precincts Reported 5 of 5

	TOTAL	%
IN FAVOR OF authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$300,000 per year for ten (10) years	490	39.68%
AGAINST authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$300,000 per year for ten (10) years	745	60.32%
Total Votes Cast	1,235	
Over Votes	1	
Under Votes	19	
Total Ballots Cast	1,255	

Filer School District Supplemental Levy

Requires 50% to pass

Precincts Reported 5 of 5

	TOTAL	%
IN FAVOR OF authorizing a Supplemental Levy in the amount of \$650,000 per year for two (2) years.	490	39.68%
AGAINST authorizing a Supplemental Levy in the amount of \$650,000 per year for two (2) years.	745	60.32%
Total Votes Cast	1,235	
Over Votes	2	
Under Votes	18	
Total Ballots Cast	1,255	

Kimberly School District Plant Facilities Reserve Fund Levy

Requires 55% to pass

Precincts Reported 4 of 4

	TOTAL	%
IN FAVOR OF authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$500,000 per year for ten (10) years	446	53.73%
AGAINST authorizing School Plant Facilities Reserve Fund Levy in the amount of up to \$500,000 per year for ten (10) years	384	46.27%
Total Votes Cast	830	
Over Votes	0	
Under Votes	23	
Total Ballots Cast	853	

Kimberly School District Supplemental Levy

Requires 50% to pass

Precincts Reported 4 of 4

	TOTAL	%
IN FAVOR OF authorizing a Supplemental Levy in the amount of \$800,000 per year for two (2) years.	465	55.09%
AGAINST authorizing a Supplemental Levy in the amount of \$800,000 per year for two (2) years.	379	44.91%
Total Votes Cast	844	
Over Votes	2	
Under Votes	7	
Total Ballots Cast	853	

Murtaugh Joint School District Levy

Requires 55% to pass

Precincts Reported 1 of 1

	TOTAL	%
IN FAVOR OF authorizing the School Plant Facilities Fund Levy of \$175,000.00, each year for ten (10) years	76	76.77%
AGAINST authorizing the School Plant Facilities Fund Levy of \$175,000.00, each year for ten (10) years	23	23.23%
Total Votes Cast	99	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	99	

Three Creek School District Levy

Requires over 50% to pass

Precincts Reported 1 of 1

	TOTAL	%
IN FAVOR OF authorizing a Supplemental Levy in the amount of \$33,750 per year for two (2) years	0	0.00%
AGAINST authorizing a Supplemental Levy in the amount of \$33,750 per year for two (2) years	0	0.00%
Total Votes Cast	0	
Over Votes	0	
Under Votes	0	
Total Ballots Cast	0	

STATE OF IDAHO

COUNTY OF TWIN FALLS COUNTY

} ss.

I, Kristina Glascock, County Clerk of said county and state, do hereby certify that the attached is a full, true and complete copy of the abstract of votes for the candidates therein named and/or the questions as they appeared on the election ballot on November 4, 2025 for the City of Twin Falls as shown by the record of the Board of Canvassers filed in my office this 13th day of November, 2025.


County Clerk

(County Seal)

**TWIN FALLS COUNTY RESULTS
NOVEMBER 4, 2025 ELECTION**

	VOTING STATISTICS				
Precinct	Total Number of Registered Voters at Cutoff	Number Election Day Registrants	Total Number of Registered Voters	Number of Ballots Cast	% of Registered Voters That Voted
Buhl 1	742	2	744	204	27.4%
Buhl 2	613	3	616	138	22.4%
Buhl 3	743	11	754	245	32.5%
Buhl 4	645	12	657	263	40.0%
Buhl 5	682	9	691	280	40.5%
Deep Creek	295	1	296	48	16.2%
Filer 1	1,094	5	1,099	364	33.1%
Filer 2	1,008	3	1,011	279	27.6%
Filer 3	938	4	942	312	33.1%
Hansen	188	1	189	29	15.3%
Hollister	634	1	635	165	26.0%
Kimberly 1	1,291	10	1,301	244	18.8%
Kimberly 2	1,116	11	1,127	243	21.6%
Kimberly 3	1,429	9	1,438	233	16.2%
Kimberly 4	860	6	866	133	15.4%
Maroa	489	4	493	135	27.4%
Murtaugh	373	5	378	99	26.2%
Twin Falls 1	887	4	891	109	12.2%
Twin Falls 2	810	2	812	91	11.2%
Twin Falls 3	824	3	827	86	10.4%
Twin Falls 4	835	0	835	71	8.5%
Twin Falls 5	881	3	884	163	18.4%
Twin Falls 6	1,046	5	1,051	205	19.5%
Twin Falls 7	897	3	900	106	11.8%
Twin Falls 8	1,027	12	1,039	175	16.8%
Twin Falls 9	1,073	1	1,074	113	10.5%
Twin Falls 10	1,003	2	1,005	95	9.5%
Twin Falls 11	1,095	0	1,095	132	12.1%
Twin Falls 12	908	1	909	195	21.5%
Twin Falls 13	1,039	1	1,040	108	10.4%
Twin Falls 14	1,190	7	1,197	137	11.4%
Twin Falls 15	267	1	268	22	8.2%
Twin Falls 16	887	4	891	103	11.6%
Twin Falls 17	1,029	3	1,032	83	8.0%
Twin Falls 18	1,120	2	1,122	129	11.5%
Twin Falls 19	1,017	2	1,019	108	10.6%
Twin Falls 20	1,523	1	1,524	165	10.8%
Twin Falls 21	747	1	748	69	9.2%
Twin Falls 22	773	0	773	108	14.0%
Twin Falls 24	436	2	438	50	11.4%
Twin Falls 26	227	2	229	26	11.4%
CO. TOTAL	34,681	159	34,840	6,063	17.4%



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Breanna Howard, CFO

Request:

ACTION ITEM: Request for the Twin Falls City Council to accept the Twin Falls County Canvassed election results for the November 4, 2025 election.

Time Estimate:

The estimated amount of time for this item is 3-5 minutes.

Background:

Twin Falls County is responsible for holding elections for the City of Twin Falls. After each election, the County provides the results for each seat, by precinct. The Council must pass a motion to formally accept these results. This procedure is a formality to get the election results in the minutes.

Approval Process:

The approval process is to make and pass a motion to formally accept the canvassed election results.

Budget Impact:

There is no budget impact.

Regulatory Impact:

There is no regulatory impact.

Conclusion:

The Council is asked to review and accept the County's canvassed election results by motion.

Attachments

1. Certification statements by:
 - Twin Falls County Clerk
 - Twin Falls County Board of Canvassers of Election
3. November 4, 2025, election results



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Request to approve an airport Airline Use & Lease Agreement with Breeze Airways and authorize the mayor to sign the agreement.

Time Estimate: The presentation will take approximately 10 minutes with additional time needed for questions.

Background: On November 4, 2025, Breeze airways made an announcement to the community that they would begin twice weekly Mon-Fri service to Las Vegas with stay-on-board connecting service to Orange County Airport in California beginning March 6, 2026.

The lease and use agreement allow the airline to utilize the terminal to park aircraft, and process passengers and baggage. In addition, the airline has exclusive use of a 220 sq. ft terminal office area for airline personnel. The personnel area will need some construction modifications for airline use; Matt Barnes, the next airport manager, will approach the City Council in the coming weeks to discuss the plan and budget needs for the modifications.

Approval Process: A majority vote of the Council is needed for approval.

Budget Impact: As an accompanying item to this request, the airline is eligible through the airport's Air Carrier Incentive Program (recently adopted by the Council) for airport fee abatements for 2 years and marketing support of \$30,000 for each of the first two years. The fee abatements include landing fees, ARFF fees, and terminal rents. However, the airport will continue to receive Passenger Facility Charge fees (PFC's) and fuel flowage fees (9 cents per gallon) without abatement.

Regulatory Impact: The airport and the airline will be subject to the terms of the agreement and to the regulatory requirements of the TSA, FAA and other federal, state and local regulations.

Conclusion: Staff recommend the City Council approve an airport Airline Use & Lease Agreement with Breeze Airways and authorize the mayor to sign the agreement.

AIRPORT USE & LEASE AGREEMENT - AIRLINE

THIS AIRPORT USE & LEASE AGREEMENT – AIRLINE (“Lease”) is by and between the **CITY OF TWIN FALLS, IDAHO**, hereinafter referred to as "Lessor", and **Breeze Aviation Group, Inc.**, authorized to conduct business in Idaho, hereinafter referred to as "Lessee".

The parties hereto agree as follows:

1. Description of Property. In consideration of the fees specified below, the Lessor hereby exclusively leases to the Lessee two hundred twenty (220) square feet of terminal building office space, as depicted on Exhibit A attached hereto, hereinafter referred to as “Premises” and the non-exclusive use of certain airport real and personal property at Joslin Field – Magic Valley Regional Airport (“Airport”).

2. Term of Lease. The term of this Lease shall be for a period of three (3) years, commencing on _____, 2025, and ending on _____, 2028.

In the event Lessee shall continue to occupy the leased Premises beyond the term of the Lease, continued occupancy of the Premises by Lessee shall not constitute a renewal or extension of the Lease, but shall create a tenancy from month to month on the same terms and conditions of the expired term, which tenancy may be terminated at any time by Lessor giving thirty (60) days written notice to Lessee.

3. Use of Premises and Related Airport Facilities. At all times during the term of this Lease, the Premises shall be used for the conduct of passenger ticketing, baggage-handling and reservation services, the training of personnel and other activities reasonably necessary and related to the transportation of passengers and cargo by air. Lessee may utilize airport facilities and property not otherwise exclusively leased for the benefit of others, such as counter-space, baggage make-up room, baggage claim, passenger waiting area, security hold room and ADA compliant boarding ramp to carry on the following activities:

- (a) the parking, fueling, refueling, storage and tie-down of aircraft;
- (b) the loading and unloading of passengers and the receipt, dispatch, loading and unloading of baggage, personal property, cargo, freight; and,
- (c) the provision of other services approved by the Airport Advisory Commission.

4. Right of Access. Lessee’s employees and agents shall have the right of ingress and egress to the Premises by way of public entrances to the terminal building. Lessee’s aircraft shall have the right to use the runways, taxiways, and aprons in common with others, pursuant to applicable FAA rules and regulations and rules and regulations promulgated by the Airport Advisory Commission or the Airport Manager. Lessee and its employees and agents agree not to use the runways, taxiways, and aprons or access roads in such a manner as to obstruct or prevent others from the right of use or travel.

5. Rent.

Annual rental rate for the Premises is \$19.00 per sq. ft.- equaling rental for the 220 sq. ft. office space at \$1.583 per square foot per month, for a monthly rent of \$348.26, to be paid in advance on the first day of each month (See Exhibit A).

Rent Escalation. The parties agree that rent for the Premises shall be subject to escalation on October 1 of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1, 2025 shall be \$19.00 per square foot annually. The annual change in the rent payment shall be directly proportional to the percent change in the Annual Average Consumer Price Index (CPI) for all urban consumers

(CPI-U, U. S. City Average, all items, unadjusted basis, index base period (1982-84=100)). For example, the base rent change effective October 1, 2025, was calculated as follows:

Annual CPI-U Index for 2024		313.689
Less Annual CPI-U Index for 2023		304.702
Change in Annual Index		8.987
Divided by Annual Index for 2023	304.702	
Equals		0.029
Which is a percentage change of		2.9%
Prior annual rent (effective 10/1/2024)		18.467
Plus, current percentage change	2.9%	0.535

**New annual sq. ft. Rent
(effective 10/1/2025) \$19,000**

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1 if there is a positive percent change, but never decreased; provided, however, if the rent increase in any given year exceeds five percent (5%), then the proposed rent increase shall be presented to the City Council for approval prior to implementing the increase.

In the event that the Consumer Price Index becomes unavailable during the term of this lease or any renewal, the parties agree that its closest successor index in the judgment of Lessor shall be applied to calculate the annual rent payment.

6. Fees.

(a) Use of Facilities. During the term of this agreement, Lessee agrees to pay Lessor \$250.00 per turnaround (one arrival and departure) as compensation for the non-exclusive use of a 2-position ticket counter, baggage make-up room, baggage claim, passenger waiting area, security hold room, one gate podium, and use of ADA complaint boarding ramp.

(b) Landing Fees. Lessee agrees to pay Lessor a landing fee of \$1.73 per thousand pounds or any fraction thereof, computed and based upon the maximum gross landing weight of each of Lessee's aircraft landing at the Airport during each calendar month

(c) A.R.F.F. Fees. Lessee agrees to pay Lessor an ARFF service fee of \$88.21 for the arrival and departure of the same aircraft, except if the aircraft ramps overnight, in such case two separate charges apply.

(d) Passenger Facility Charge (PFC). Lessor reserves the right to assess and collect PFC's subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, Section 9110 (the "PFC Act") and implementing regulations as may be supplemented or amended from time to time. AIRLINE shall collect and pay all PFC's for which it is responsible under the provisions of 14 CFR Part 158.

(e) The Facility Fee, Landing Fees and A.R.F.F. Fees shall be due and payable on or before the 10th day of each month accompanied by an activity report for fees incurred during the previous month. The parties agree that Lessor may adjust the rental and fees annually after providing Lessee thirty (30) days written notice prior to October 1 of the year that the increase is to become effective.

7. **Air Carrier Incentive Policy.** The Lessor has adopted an airport Air Carrier Incentive Policy (ACIP). The Lessee may apply for eligible incentives which may provide temporary fee abatements and marketing funding to the Lessee. This policy requires an application approval and a signed MOU agreement between the Lessor and Lessee.

8. **Inspection of the Premises.** Lessee acknowledges and agrees that it has inspected the Premises, is thoroughly familiar with its condition and accepts the Premises in its present condition, and further acknowledges and agrees that Lessor has not made, and does not hereby make, any representations, warranties, or covenants of any kind or character whatsoever with respect to the condition of the Premises, either express or implied, and, in addition, Lessee hereby represents that it is not relying on any warranties, promises, guaranties, or representations made by Lessor or anyone acting or claiming to act on behalf of Lessor in leasing the property. Lessee is satisfied with the condition of the property and leases the Premises "AS IS" for all purposes, including all unknown environmental problems, latent defects and liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*

9. **Indemnity - Hazardous Substances.** Lessee shall not engage, and shall not permit its employees, agents, subtenants, assignees or others under its control to engage, in an operation on the Premises or related airport facilities that involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of "hazardous substances" or "hazardous wastes," without the prior written consent of Lessor, which may be withheld or granted in Lessor's sole discretion. Lessor acknowledges that Lessee, during the course of its normal daily operations handles dry ice, ammunition, deicing fluid and aircraft petroleum products. Lessee shall not be required to seek prior written approval for the handling, storage and transportation of these limited product types.

As used herein, the term "hazardous substance" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the state of Idaho or the United States government, including but not limited to (A) any substance designated pursuant to section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. 1321(b)(2)(A)], (B) any element, compound, mixture, solution, or substance designated pursuant to 42 U.S.C 9602, (C) any hazardous waste having the characteristics identified under or listed pursuant to section 3001 of the Solid Waste Disposal Act [42 U.S.C. 6921] (but not including any waste the regulation of which under the Solid Waste Disposal Act [42 U.S.C. 6901 *et seq.*] has been suspended by Act of Congress), (D) any toxic pollutant listed under section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. 1317(a)], (E) any hazardous air pollutant listed under section 112 of the Clean Air Act [42 U.S.C. 7412], and (F) any imminently hazardous chemical substance or mixture with respect to which the Administrator has taken action pursuant to section 7 of the Toxic Substances Control Act [15 U.S.C. 2606]. The term does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). The term "hazardous substance" is not only defined as aforementioned, but as federal, state and local laws, regulations and ordinances may be amended from time to time in the future, and including all regulations promulgated pursuant thereto. The term "environmental law(s)" as used herein shall include, without limitation, the foregoing listed laws, regulations and ordinances and state analogs of such laws. Lessee shall indemnify, defend and save Lessor harmless from all cleanup costs, investigation and monitoring costs, costs to provide alternative sources of drinking water to

neighbors, property damage costs, injury/health-related costs, litigation costs (including, but not limited to attorney's fees, accountant's fees, consultant's fees, costs on appeal, expert witness costs), losses and damages related to third parties, all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges of hazardous substances or wastes by Lessee, its employees, agents, invitees, licensees, subtenants or assignees and others under its control, in or about the Premises and related airport facilities or arising under or on account of any environmental law or similar applicable laws or regulations that occur during the term of this Lease, and from all fines, suits, procedures, claims and actions of any kind arising out of Lessee's failure to provide all information and take all actions required by any Federal, state or local authority, or arising out of Lessee's failure to cause its employees, agents, invitees, licensees, subtenants, assignees or others under its control to do the same. Lessee's obligations and liabilities under this paragraph shall survive the expiration or sooner termination of this Lease and continue so long as Lessor remains responsible for any spills or discharges of hazardous substances or wastes in or about the Premises that occur during the Term. To the best of Lessor's and Lessee's knowledge, there are no known hazardous substance spills, in or about the Premises and related airport facilities

10. Care of Petroleum Products and Other Material by Lessee. Lessee shall handle, use, store and dispose of petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and Airport Rules and Regulations. Lessee shall, at Lessee's own expense, comply with, and cause all its employees, agents, invitees, licensees, subtenants, assignees and others under its control on the Premises and related airport facilities to comply with, all local and state environmental laws, rules and regulations, the Comprehensive Environmental Response, Compensation & Liability Act (42 U.S.C. § 9601 *et seq.*), and all other applicable federal laws, rules and regulations, and any and all amendments thereto, or hereafter promulgated.

Lessee shall not cause or suffer to occur, a release, discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or chemical liquids or solids, liquid or gaseous products or hazardous substance as defined in Paragraph 9 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate. Lessee shall not permit its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises and related airport facilities to engage in any activity that could lead to the imposition of liability under any environmental laws or similar applicable laws or regulations. Should "hazardous substances" and/or "hazardous wastes" be released, spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees or others under its control on the Premises or related airport facilities, Lessee shall be responsible for the clean up, containment and abatement of such contamination at Lessee's sole cost and expense. Should the Lessee fail to do so, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in Lessee's stead. Lessee shall pay the cost of such remedial action upon delivery to Lessee of an itemization of the costs incurred.

Lessee shall comply strictly and in all respects with the requirements of all applicable environmental laws and with all similar applicable laws and regulations and shall notify appropriate governmental agencies, Lessor and the Airport Manager promptly in the event of any spill or release, or hazardous substance upon the Premises or related airport facilities and shall promptly forward to the Lessor and the Airport Manager, copies of all orders, notices, permits,

applications, or other communications and reports in connection with any such spill or release, or any other matters relating to environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

11. Signage. Lessee shall not erect, maintain, or display within the interior of the terminal building any signs unless authorized by the Airport Manager, nor any signs outside the terminal building except as permitted by Twin Falls City Code § 10-9-1 et seq. as currently written or hereafter amended.

12. Assignments and Subleases. Lessee may sublease the Premises or assign this Lease for the uses described in Paragraph 3 after first obtaining Lessor's written consent. Said consent will not be unreasonably withheld.

(a) No assignment or sublease releases the Lessee of its obligations or alters the primary liability of the Lessee to pay the rent and to perform all the Lessee's other obligations under this Lease.

(b) Any sublease or assignment permitted must comply with the terms of this Lease.

13. Construction. Lessee shall not alter, replace, demolish or add to existing facilities or construct new facilities on the Premises, or make any contract therefore, without first procuring Lessor's written consent.

If Lessee desires to alter, replace, demolish, or add to existing facilities or construct new facilities on the Premises, alteration, replacement, demolition, addition or new facility plans must be submitted to, and approved by, the Airport Advisory Commission and the Federal Aviation Administration, if applicable, prior to the start of construction. Demolition and construction of the alterations, replacements or additions to existing facilities must be completed within 6 months of the date of approval by the Airport Advisory Commission. The demolition of existing facilities and all alterations, replacements, additions and new facilities shall comply with the laws and ordinances relating thereto. All work with respect to any alterations, additions, or new facilities must be done in a good and workmanlike manner and diligently prosecuted to completion. Lessee shall see to it that such construction shall not cause dust outside the Premises or be a nuisance to any other Lessee.

14. Liens. Lessee shall keep the Premises free and clear of any and all liens in any way arising out of the construction, improvement or use of the Premises by Lessee.

15. Compliance With Law. Lessee agrees to comply with all Municipal, State and Federal laws, rules, regulations and ordinances. Lessee further agrees to comply with all current Joslin Field, Magic Valley Regional Airport Rules, Regulations and Standards, now in existence, or as may be amended during the term of this Lease. By signing this Lease, Lessee acknowledges receipt of a current copy of the airport's Rules and Regulations.

16. Security Requirements. Lessee agrees to comply with the airport's Transportation Security Administration security plan to include personnel background checks, training, and credentialing requirements.

17. Utilities. During the term of this Lease, Lessor agrees to pay for all water, gas, electricity, phone, internet, wi-fi services and other utilities used in or about said Premises.

18. Fire Hazards. The Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or which will conflict with the regulations of the Twin Falls City Fire Department.

19. Waste Prohibited. Lessee shall not commit any waste or damage to the Premises hereby leased nor permit any waste or damage to be done thereto.

20. Right of Inspection. Lessor shall have the right to enter the Premises at any reasonable time to examine the same and to ensure compliance with this Lease.

21. Hold Harmless. Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, resulting from Lessee's occupation and use of the Premises and related Airport facilities and Lessee's business operations conducted at Joslin Field – Magic Valley Regional Airport, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's business operations at Joslin Field- Magic Valley Regional Airport, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises or Airport related facilities, or the acts or omissions of any person in or on the Premises or Airport related facilities with the express or implied consent of the Lessee including but not limited to the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Paragraph 22. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its employees, agents, customers or other persons, that occur on the Premises, or at Joslin Field – Magic Valley Regional Airport that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, concessionaires, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises or related Airport facilities for purposes of Lessee's business arising from physical damage to the Airport real property, including but not limited to the terminal building. Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

22. Liability Insurance. Lessee shall maintain at its expense a policy of public liability insurance, with Lessor designated as an additional insured under liability coverages, but only as respects operations of Lessee, for Lessee's operations at Joslin Field-Magic Valley Regional Airport, protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises and related airport facilities, including but not limited to, adjoining sidewalks, streets, roads and other passageways relating to or arising out of Lessee's operations, with limits of at least \$100,000,000.00 Combined Single Limit each occurrence and in the annual aggregate with respect to Products and Completed Operations, Personal Injury and Property Damage for Contractual Liability; Non Passenger Personal Injury Liability is limited to \$25,000,000 each occurrence and in the annual aggregate; and shall contain fire legal protection with minimum limits of \$50,000.00; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this paragraph, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

Said insurance shall be with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Notice shall only be provided if the insurance company cancels or alters the policy affecting the requirements of Lessor. Lessee shall provide Lessor with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this section, and shall at all times keep current policies or certificates on deposit with Lessor. If Lessee fails to comply with such requirement, Lessor may obtain such insurance and keep the same in force and effect, and Lessee shall pay Lessor upon request the premium cost thereof for the term of this Lease then unexpired.

With respect to any risk covered by the comprehensive public liability insurance, property damage insurance, fire legal protection insurance and any contents insurance, Lessor and Lessee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Lessor or to Lessee, as the case may be, their respective property, the demised Premises or its contents and the related Airport facilities, and the parties each, on behalf of their respective insurance companies, waive any right of subrogation that they may have against the Lessor or the Lessee, as the case may be. Neither Lessor nor Lessee shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property or liability for personal injury, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees.

23. Default and Forfeiture. Time and the strict and faithful performance of each and every one of the conditions of this Lease is expressly made the essence of this Agreement. If default be made by the Lessee in payment of any part of Lessee's rent when the same shall become due, or default be made by the Lessee in keeping, performing or observing any of the covenants and agreements herein contained and such default shall remain so for a period of thirty (30) days after written notice shall have been sent by certified or registered mail to Lessee as hereinafter provided, then in such event the Lessor may, at Lessor's election, either in law or equity, seek performance of this Lease or may declare said Term and Lease forfeited and ended and re-enter said demised Premises to repossess and enjoy the same, and the effect of such default shall, at the election of Lessor, without further notice or demand, constitute a forfeiture and termination of this Lease. If the Lessee shall fail to surrender possession of the demised Premises to Lessor, the Lessee shall be deemed guilty of an unlawful and forcible detention of said Premises. If Lessee shall abandon or vacate said Premises, or if this Lease be terminated for breach of any of the covenants and agreements herein contained, Lessee hereby agrees to pay all reasonable expenses incurred by Lessor in obtaining possession of said Premises from Lessee, including reasonable attorney's fees, and to pay such other expenses as the Lessor may incur in putting the Premises in good order and condition as herein provided, normal wear and tear excepted, and also to pay all other reasonable and necessary expenses or commissions paid by Lessor in releasing the Premises. In the event of notification of default by Lessor to Lessee and Lessee does in fact cure such default, then and in that event Lessee shall pay, in addition to all arrearages existing, all reasonable attorney fees and costs incurred by Lessor in determination of the default and the notification to the defaulting Lessee.

24. Condemnation. In case of a taking by eminent domain ("Taking"), other than for temporary use, of either (a) the entire Premises, or (b) such a substantial part of the Premises as shall have the result that the portion of the Premises remaining after such Taking (even if restoration were made) will be economically unsuitable for the use of the Premises for purposes

described in Paragraph 3, this Lease shall terminate as of the date of the transfer of possession to the condemning authority. In the case of a total taking, the entire amount of any condemnation award shall be paid to and retained by Lessor, and Lessee shall have no right or claim with respect thereto.

In the event of a taking of a portion of the Premises that is not a total taking, then and in that event this Lease shall remain in full force and effect as to the portion of the Premises remaining immediately after such taking and rent shall be reduced on a square footage basis at the then applicable rental rate provided for in Paragraph 5 of this Agreement. The entire amount of any condemnation award for a taking of a portion of the Premises shall be paid to and be retained by Lessor.

Neither the execution of this Lease nor any provision of this Lease shall affect in any way Lessor's right to condemn the Premises herein granted under its power of eminent domain.

25. Notices. All notices required to be given to each of the parties hereto under the terms of this Lease shall be given by depositing a copy of such notice in the United States mail, postage prepaid and registered or certified, return receipt requested, to the respective parties hereto at the following address:

Lessor: Joslin Field, Magic Valley Regional Airport
c/o City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Lessee: Breeze Airways Inc.
6340 S 3000 E
Salt Lake City, Utah 84121

or to such other address as may be designated in writing and delivered to the other party. All notices given by registered or certified mail shall be deemed completed as of the date of mailing.

26. Termination. Lessor or Lessee may terminate this Lease at any time by giving at least thirty (60) days advance written notice. Upon termination for any reason or expiration of this Lease, Lessee agrees to surrender the Premises free from environmental contamination of any kind caused by Lessee, its employees, agents, customers, occupants and users of the Premises during the term of this Lease.

27. Lessee's Personal Property. All personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises, shall be at the risk of Lessee. Lessee may remove its personal property, including trade fixtures, at any time, provided that Lessee repairs any damage to the Premises caused by such removal or by the original installation of said personal property. If, after thirty (30) days' written notice from Lessor to repair such damage, Lessee does not repair the same, Lessor may repair the damage at Lessee's expense.

28. Maintenance. Lessee agrees to maintain its exclusive use space in the terminal in a neat, clean and orderly condition and shall, at its sole expense, provide janitorial service and ordinary maintenance and repair to such spaces and trade fixtures and equipment therein. In addition, Lessee shall be responsible for keeping its aircraft parking position in a neat, clean, and orderly condition, free from litter, debris, refuse, or petroleum products. In the event Lessee fails to perform its obligations hereunder, the Airport may do so, and Lessee will reimburse the Lessor for the cost thereof. Lessor may enter upon any area of the Airport, including the exclusive use Premise of the Lessee, for the purpose of insuring compliance of the provisions herein or for accomplishing any necessary maintenance or repairs.

29. Nondiscrimination.

(a) Lessee, its successors in interest and assigns, hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 C.F.R. Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) Lessee, its successors in interest and assigns, hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (2) that in the construction of any improvements on, over, or under such land for the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be discriminated against and Lessee shall comply with all other requirements imposed by, or pursuant to, Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended; and, (3) that in the event of breach of any of the preceding nondiscrimination covenants, Lessor shall have the right to terminate this Lease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued. In the event of noncompliance with the preceding nondiscrimination covenants, Lessee hereby authorizes Lessor to take such action as the Federal Government may direct to enforce this covenant, and Lessee also authorizes the Federal Government to take appropriate action to enforce compliance, including the right to seek judicial enforcement.

Further, with respect to the leased Premises, Lessee agrees to undertake any corrective action or affirmative action required of Lessor or Lessee by the Federal Aviation Administration because of Lessee's actions or inactions.

30. Non-exclusive Right. Nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public, and Lessor reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

31. Subordination. This Lease shall be subordinate to the provisions of any existing or future agreements between Lessor and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement of Lessor for federal funds for the development of the Airport.

32. No Partnership. Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor, and the property of Lessor, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting aviation-related activities or any other activities on the Premises.

33. Arbitration. Any controversy or claim arising out of, or relating to this Lease, or the breach thereof, shall be settled by arbitration in accordance with the applicable rules then obtaining of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered and enforced in any court having jurisdiction thereof. The arbitration shall be held at such place in the City of Twin Falls, Idaho as may be selected by mutual agreement. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party to the arbitration proceeding shall bear the expenses of its own counsel, experts, witnesses and preparation and presentation of proofs.

34. Attorney's Fees. In the event that any controversy relating to this Lease is brought in a court of law, including any bankruptcy or appeal proceeding, the prevailing party shall be awarded its attorney fees and costs.

35. Waiver. Waiver of a breach of any provision of this Lease by any party in any particular instance shall not be deemed a waiver of any other breach of this Lease.

36. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings between the parties relating to the subject matter. Any modifications or amendments to this agreement must be made in writing and signed by both parties, except modifications authorized under Paragraph 5 & 6 of this Agreement which will become effective upon compliance with the terms stated therein.

37. Binding Effect. The provisions and stipulations hereof shall inure to the benefit of and bind the assigns and successors in interest of the respective parties hereto.

38. Governing Law. The parties agree that the laws of the state of Idaho shall govern the interpretation of this Lease.

IN WITNESS WHEREOF, the Lessor and Lessee execute this Airport Lease Agreement-Airlines the day and year first above written.

LESSOR:

City of Twin Falls, Idaho,

By _____
Mayor Ruth Pierce

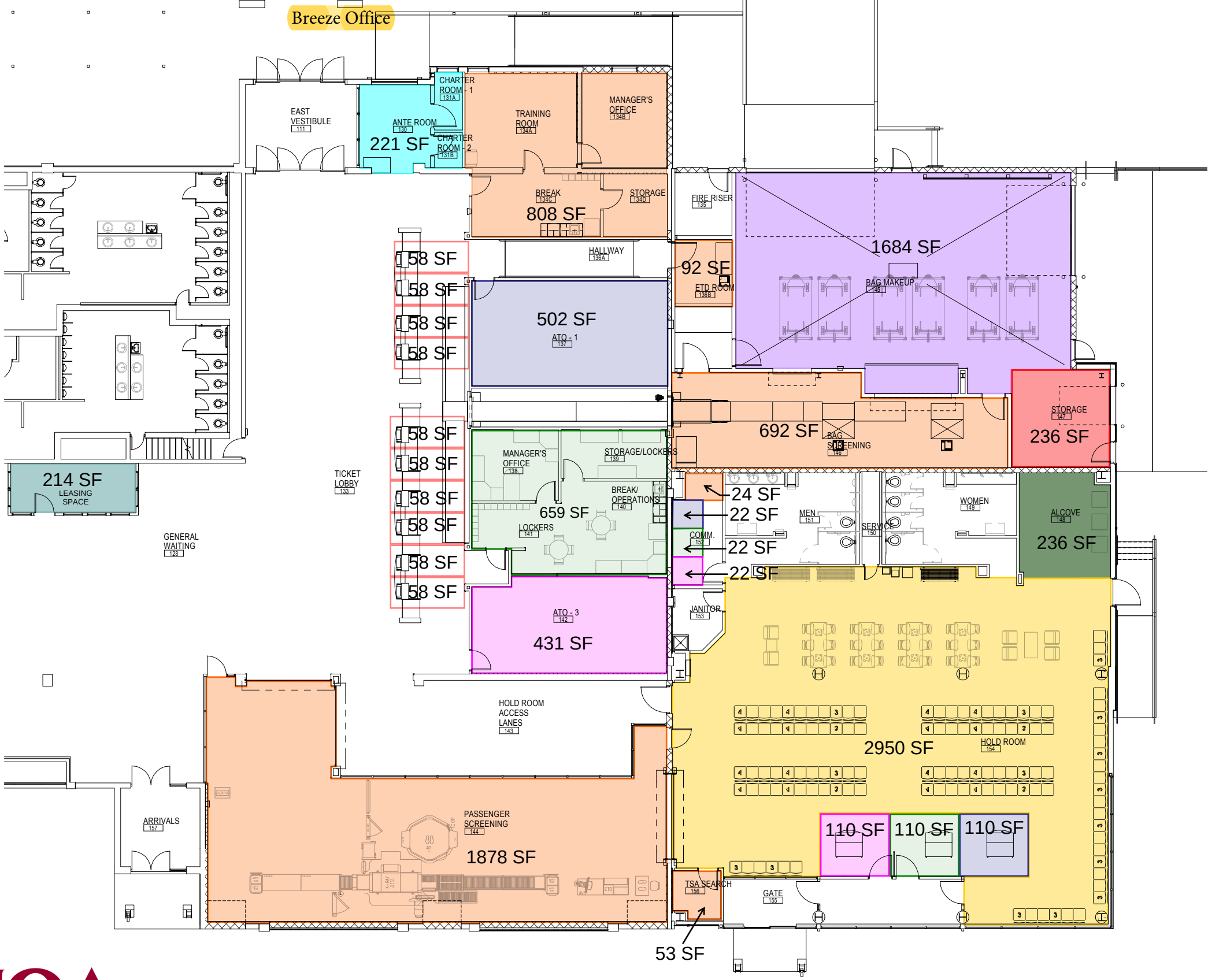
LESSEE:

Breeze Airways, Inc.

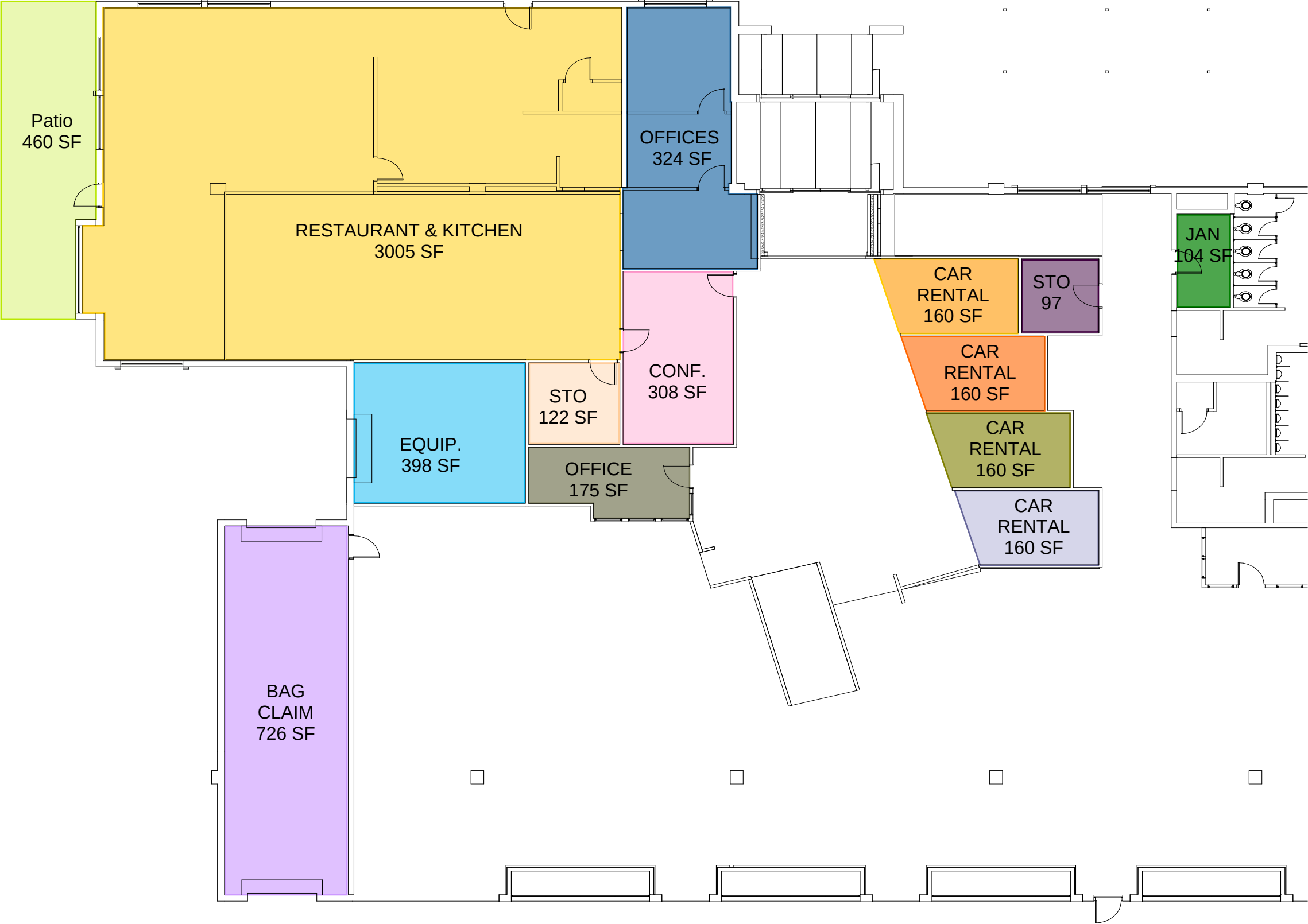
By _____

Name & Title

MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES



MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES





Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Bill Carberry, Airport Manager

Request: Request to approve an airport Air Carrier Incentive Program Agreement with Breeze Airways and authorize the Airport Manager to sign the MOU agreement.

Time Estimate: The presentation will take approximately 10 minutes with additional time needed for questions.

Background: On September 29, 2025, the City Council passed a resolution adopting the Magic Valley Regional Airport's Air Carrier Incentive Program (ACIP). The goal of the program is to increase nonstop scheduled air service and passenger traffic at TWF and to sustain this service over the long term. The ACIP helps maximize available commercial air service that supports economic growth, stability, and quality of life in the region. The program sets levels of incentives for abating airport fees and provides funding for marketing based upon prescribed eligibility requirements for new and/or expanded air service.

Breeze Airways is eligible through the airport's Air Carrier Incentive Program for airport fee abatements for 2 years and marketing support of \$30,000 for each of the first two years. The fee abatements include landing fees, ARFF fees, and terminal rents. The funding for marketing support is currently within the economic development department's budget. However, the airport will continue to receive passenger facility charge fees (PFC's) and fuel flowage fees without abatement.

Approval Process: A majority vote of the Council is needed for approval.

Budget Impact: The fee abatements include landing fees, ARFF fees, and terminal rents. However, the airport will continue to receive Passenger Facility Charge fees (\$4.50 per-passenger) and fuel flowage fees (9 cents per-gallon) without abatement.

Regulatory Impact: The airport and the airline will be subject to the terms of the agreement and to the regulatory requirements of the TSA, FAA and other federal, state and local regulations.

Conclusion: Staff recommend the City Council approve the airport Air Carrier Incentive Program Agreement with Breeze Airways and authorize the Airport Manager to sign the MOU agreement.



Magic Valley Regional Airport (TWF)

Air Carrier Incentive Program

Implementation Date: October 1, 2025

Program Expiration Date: September 30, 2028

Revised:

Program Introduction

The goal of TWF's Air Carrier Incentive Program (ACIP) is to increase nonstop scheduled air service and passenger traffic at TWF and to sustain this service over the long term. The ACIP helps maximize available commercial air service that supports economic growth, stability, and quality of life in the region.

This Air Carrier Incentive program is compliant with the guidelines set forth by Federal Aviation Administration's (FAA) Air Carrier Incentive Program guidance issued December 7, 2023.

The general principles of that guidance include:

- Discrimination between carriers participating in an Air Carrier Incentive Program (ACIP) and non-participating carriers must be justified and time limited.
- A sponsor may not use airport revenues to subsidize air carriers.
- A sponsor may not cross-charge non-participating carriers or other aeronautical users to subsidize ACIP carriers.
- The terms of an ACIP should be made public.
- Use of airport funds for an ACIP must not adversely affect airport operations or maintenance.

This Program is subject to and subordinate in all respects to federal law and FAA rules and regulations, including without limitation the federal grant assurances executed by the City of Twin Falls, ID in connection with the Airport, as the same may be amended or replaced from time-to-time, and the FAA's Policy Regarding Air Carrier Incentive Programs, effective December 7, 2023. The Program may be amended, modified, or discontinued at any time by TWF for any reason or as required by federal law, FAA rules and regulations, or the terms of TWF's grant assurances.

Program Objectives

- Clearly define available airline incentives
- Expand the number of nonstop destinations available at TWF
- Reduce initial operating costs and start up risks for airlines
- Promote competition in airfares
- Increase long-term airport revenue generation through passenger growth and retention

Definitions

Origin airport: The airport that is providing an incentive under an ACIP. For the purposes of this policy, the origin airport shall be TWF.

Incumbent Carrier: An air carrier currently providing air service to the origin airport.

New Entrant Carrier: An air carrier that is not currently providing any air service to the origin airport, nor has it provided air service to the origin airport within the most recent 24 months.

New Service:

- Any nonstop service to an airport destination not currently served with nonstop service from the origin airport;
- Any service to the origin airport by a new entrant carrier; or
- A significant increase in capacity on preexisting service to a specific airport destination.

Preexisting service: Service to any airport destination that is currently served nonstop from the origin airport. An airport destination served nonstop only in one season is considered not currently served nonstop during the off- season.

Seasonal Service: Nonstop service that is offered for at least 8 weeks but fewer than 7 months of the calendar year.

Annual Service: Nonstop service that is offered for 7 months or more in the calendar year.

Unserved Destination: An airport destination without nonstop air service in the most recent 6 months.

Incentive Categories

1. New entrant carrier with new annual service to a previously unserved destination.
 - 100% waiver of landing fees, ARFF fees, & terminal use fees for 24 months
 - 100% waiver of exclusive use terminal rents for 24 months
 - \$30,000 in marketing support for the first 12 months of service and \$30,000 in marketing support for the second consecutive year of service.
2. New entrant carrier providing new annual service to an already served destination.
 - 100% waiver of landing fees, ARFF fees, & terminal use fees for 12 months
 - 100% waiver of exclusive use terminal rents for 12 months
 - \$20,000 in marketing support for new service to be used during the first 12 months of service
3. Incumbent carrier at TWF providing annual service to a new, previously unserved destination.
 - 100% waiver of landing fees, ARFF fees for 24 months on new service only
 - \$30,000 in marketing support for the first 12 months of service and \$30,000 in marketing support for the second consecutive year of service.

4. New entrant or incumbent carrier at TWF providing seasonal service to new, previously unserved destination.
 - 100% waiver of landing fees & ARFF fees for the seasonal period (up to 7 months)
 - Incentive may be applied for up to 3 consecutive seasons (maximum of 21 months)
 - \$10,000 in marketing support for new service to be used during the first 7 months of service
5. Incumbent carrier at TWF increases annual net seat capacity by greater than 50% on a currently served route.
 - 100% waiver of landing fees for incremental capacity only (to be prorated by seats if necessary) for 12 months

Eligible air carrier must report monthly flown seats and passengers over the eligible route utilizing data equivalent to the DOT T-100, comparing the most recent monthly period to the same monthly period of the prior year for all flight departures from TWF to the eligible market. The increase in seat capacity must be a 50% net increase after any corresponding reductions in capacity or frequency. The airport reserves the right to confirm flown seats using DOT T-100 data once published and adjust any applicable fee waivers at such time.

Programs Terms and Conditions

1. This incentive program is effective upon approval of the Twin Falls, ID City Council and may be amended at any time.
2. Participation in this program requires an incentive agreement between the Airport and an air carrier.
3. Due to limited budget for new service to an airport destination not currently served, TWF may restrict incentives to one carrier, the first air carrier that establishes the new service.
4. Air carriers must operate service throughout the full duration of the promotional period at the level specified in the incentive categories. If the eligible air carrier does not meet the minimum service requirements, all reimbursements to the air carrier for marketing activities shall be refunded to the Airport.
5. Waiver of terminal rent fees is only available for new entrant airlines and cannot be extended beyond 2 years by adding additional flights and/or service.
6. Marketing assistance includes cash value for activities including but not limited to advertising, public relations, digital channels, publications, and events. This cost may be paid by TWF directly to the marketing provider or by the air carrier. If paid by the air carrier, the cost is eligible for reimbursement by TWF only after the carrier has submitted a marketing plan to the Airport Manager for approval, paid the marketing provider and submitted an invoice with supporting documentation.

7. To qualify for incentives, an annual or seasonal route must be operated a minimum of twice weekly through the duration of the promotional period.
8. To qualify for incentives, a seasonal route must be operated for a minimum of 8 consecutive weeks.
9. Discontinued service that is reimplemented is not eligible until a minimum 24-month period following termination of service.
10. A carrier must begin service within 180 days of service announcement to be eligible for the incentive.
11. Charter operations, including operators under Parts 121, 135 and 380, are not eligible.
12. To qualify for incentives, a carrier must be current on payment of airport rates and charges.
13. Air carriers must use the passenger terminal to qualify for incentives.
14. Incentives may not be transferred from one carrier to another, to include main-line airlines and regional partners. Incentives cannot be transferred between routes.

Application Process

Air carriers seeking to participate in the TWF Air Carrier Incentive Program must complete the attached Application. Applications must be received at least 60 days prior to commencement of the qualifying service.

Submissions can be made electronically to bcarberry@tfid.org or mailed to:

Airport Manager
Magic Valley Regional Airport
PO Box 1907
Twin Falls, ID 83303

The Application for New Air Service Incentives at the Magic Valley Regional Airport is attached. Airport staff will review the Application against the criteria to qualify and inform the air carrier in writing of its decision. Any questions regarding the Air Service Incentive Program should be directed to the Magic Valley Regional Airport at (208) 733-5215 or bcarberry@tfid.org or dnewbry@tfid.org

Attachment A: Air Carrier Incentive Program Application

**Application For New Air Service Incentives at the
Magic Valley Regional Airport**

Air Carrier:

Proposed Start Date of Eligible Service:

Proposed Destination of Eligible Service:

Proposed Schedule and Duration for Eligible Service (days of week, frequency, year-round or seasonal):

Proposed Aircraft Equipment for Eligible Service:

Air Carrier Representative Name:

Air Carrier Representative Signature:

Date:

Airport Approval of Application:

Name:

Signature:

Date:

Attachment B: Air Carrier Incentive Memorandum of Agreement

The Air Service Incentive Memorandum of Agreement between Magic Valley Regional Airport and Breeze Aviation Group, Inc. shall be effective as of March 1, 2026.

This Agreement covers the incentives for the new air service approved by the Airport Manager in the Application for the Air Carrier Incentive Program submitted by Breeze Aviation Group, Inc. on November 4, 2025. The terms of the Magic Valley Regional Airport Air Carrier Incentive Program and the laws of the State of Idaho shall govern the Agreement.

The incentives for the service shall include:

Incentive Category 1. New entrant carrier with new annual service to a previously unserved destination.

- 100% waiver of landing fees, ARFF fees, & terminal use fees for 24 months
- 100% waiver of exclusive use terminal rents for 24 months
- \$30,000 in marketing support for the first 12 months of service and \$30,000 in marketing support for the second consecutive year of service.

Breeze Aviation Group, Inc. shall notify the Airport Manager via email of any planned changes in scheduled operations that impact the level (frequency and/or seats) of service detailed in the Application for the Air Carrier Incentive Program and covered by this Agreement.

If the eligible air carrier does not meet the minimum service requirements, all reimbursements to the air carrier for marketing activities shall be refunded to the Airport.

The obligations of the parties to this Agreement shall be performable in Twin Falls, Twin Falls County, Idaho.

In Witness Whereof, the Magic Valley Regional Airport of the City of Twin Falls, ID and the Air Carrier have caused this Memorandum of Agreement to be executed by duly authorized official, as of the date first written above.

Bill Carberry, Airport Manager
Magic Valley Regional Airport

Witness

Breeze Aviation Group, Inc.

Witness



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From:

ACTION ITEM

Request:

Request to award the **Wendell-Filer-Martin, 38 Lateral Project** to Extreme Excavation, Inc in the amount of \$480,165 plus 20% for contingency for a total of \$575,000.

Time Estimate:

5 minutes

Background:

For the past couple of years, the engineering department has been working on the concept and design of a roundabout at the intersections of Wendell and Filer, and Martin and Filer. We recently opened bids for the irrigation phase of this work, which includes the necessary irrigation modifications necessary before we can construct the pedestrian and intersection infrastructure. The work includes over 600 feet of large diameter pipe and multiple concrete structures. This work will allow the roundabout to be constructed over the lateral as well as promote safety in the area by piping a large portion of open channel. We have coordinated with the Twin Falls Canal Company to determine which improvements are needed before the irrigation season begins in March.

We received 7 bids from qualified contractors. The Engineers Estimate was \$552,000, with Extreme Excavation bidding \$480,165.00 as the low bid. Attached is the Bid Tab which has detailed bid quantities and unit prices.

Engineering requests permissions to award the project, allow for the City Engineer to sign the construction contract, and get budget authority for a 20% contingency to deal with unknowns encountered during construction. The total potential budget impact would be \$575,000 including the contingencies.

Approval Process:

Majority vote from the Council to authorize the City Engineer to sign the contract.

Budget Impact:

Up to \$575,000 would be spent from street impact fees

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Engineering Staff requests permission to issue and sign a Notice of Award to Extreme Excavation, Inc; Authorize the City Engineer to sign the Contract; Allow for Engineering Staff to expend up to \$575,000 of impact fees to pay for the Wendell-Filer-Martin, 38 Lateral Project.

Attachments:

1. Bid Results WITH engineer's estimate - Copy

Filer-Martin-Wendell Lateral 38

Bid Results

Bid Opening Nov 14, 2025 @ 2 p.m.

HMH Engineering
112 Shoshone St. E, Ste. 3
Twin Falls, ID 83301
208-358-8900



ITD Item No.	Description	Qty	Unit	Triple J Excavation		Burks Excavation		Das-Co of Idaho		REG Contracting		5J Excavation		IMC		Extreme Excavation	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
201.4.1.E.1	REMOVAL OF PIPE	79	FT	\$ 25.00	\$ 1,975.00	\$ 60.00	\$ 4,740.00	\$ 230.00	\$ 18,170.00	\$ 40.00	\$ 3,160.00	\$ 62.00	\$ 4,898.00	\$ 85.00	\$ 6,715.00	\$ 20.00	\$ 1,580.00
201.4.1.F.1	REMOVAL OF CONCRETE STRUCTURE	4	EA	\$ 4,150.00	\$ 16,600.00	\$ 2,160.00	\$ 8,640.00	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 2,523.00	\$ 10,092.00	\$ 1,300.00	\$ 5,200.00	\$ 2,500.00	\$ 10,000.00
602.4.1.M.1	CONCRETE IRRIGATION BOX - SIZE 16' X 10'	1	EA	\$ 68,030.00	\$ 68,030.00	\$ 28,000.00	\$ 28,000.00	\$ 27,000.00	\$ 27,000.00	\$ 16,860.00	\$ 16,860.00	\$ 17,583.00	\$ 17,583.00	\$ 21,500.00	\$ 21,500.00	\$ 25,000.00	\$ 25,000.00
602.4.1.M.2	CONCRETE IRRIGATION BOX - SIZE 12' X 8'	1	EA	\$ 52,010.00	\$ 52,010.00	\$ 28,800.00	\$ 28,800.00	\$ 22,000.00	\$ 22,000.00	\$ 21,750.00	\$ 21,750.00	\$ 22,685.00	\$ 22,685.00	\$ 17,000.00	\$ 17,000.00	\$ 19,000.00	\$ 19,000.00
602.4.1.M.3	CONCRETE IRRIGATION BOX - SIZE 8' X 8'	1	EA	\$ 36,420.00	\$ 36,420.00	\$ 25,700.00	\$ 25,700.00	\$ 16,500.00	\$ 16,500.00	\$ 13,360.00	\$ 13,360.00	\$ 15,427.00	\$ 15,427.00	\$ 18,500.00	\$ 18,500.00	\$ 16,500.00	\$ 16,500.00
602.4.1.M.4	CONCRETE IRRIGATION BOX - SIZE 12' X 20'	1	EA	\$ 107,090.00	\$ 107,090.00	\$ 37,910.00	\$ 37,910.00	\$ 24,500.00	\$ 24,500.00	\$ 23,475.00	\$ 23,475.00	\$ 24,342.00	\$ 24,342.00	\$ 22,000.00	\$ 22,000.00	\$ 27,500.00	\$ 27,500.00
602.4.1.O.1	IRRIGATION DITCH - SIZE 1.5' WIDE X 2' DEEP	11	FT	\$ 20.00	\$ 220.00	\$ 56.00	\$ 616.00	\$ 870.00	\$ 9,570.00	\$ 100.00	\$ 1,100.00	\$ 123.00	\$ 1,353.00	\$ 55.00	\$ 605.00	\$ 45.00	\$ 495.00
603.4.1.A.1	54" OD PIPE GRAVITY IRRIGATION SDR21 HDPE	770	FT	\$ 480.00	\$ 369,600.00	\$ 635.00	\$ 488,950.00	\$ 438.00	\$ 337,260.00	\$ 530.00	\$ 408,100.00	\$ 549.00	\$ 422,730.00	\$ 532.00	\$ 409,640.00	\$ 467.00	\$ 359,590.00
1103.4.1.A.1	CONTRUCTION TRAFFIC CONTROL	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 3,560.00	\$ 3,560.00	\$ 10,500.00	\$ 10,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,025.00	\$ 6,025.00	\$ 7,700.00	\$ 7,700.00	\$ 6,500.00	\$ 6,500.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$ 20,560.00	\$ 20,560.00	\$ 15,300.00	\$ 15,300.00	\$ 80,000.00	\$ 80,000.00	\$ 47,350.00	\$ 47,350.00	\$ 14,853.00	\$ 14,853.00	\$ 29,000.00	\$ 29,000.00	\$ 14,000.00	\$ 14,000.00
Total				\$ 678,505.00		Total	\$ 642,216.00	Total	\$ 551,500.00	Total	\$ 551,155.00	Total	\$ 539,988.00	Total	\$ 537,860.00	Total	\$ 480,165.00

Engineer's Estimate	
Bid Unit Price	Bid Price
\$ 60.00	\$ 4,740.00
\$ 2,500.00	\$ 10,000.00
\$ 20,000.00	\$ 20,000.00
\$ 15,000.00	\$ 15,000.00
\$ 15,000.00	\$ 15,000.00
\$ 30,000.00	\$ 30,000.00
\$ 50.00	\$ 550.00
\$ 515.00	\$ 396,550.00
\$ 10,000.00	\$ 10,000.00
\$ 50,180.00	\$ 50,180.00
Total	\$ 552,020.00

Accuracy of Bid							
Bid Signed and Complete	YES	YES	YES	YES	YES	YES	YES
Bid Schedule Complete and Filled Out Properly	YES	NO	YES	YES	YES	YES	YES
Subcontractor List	YES	YES	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	NO	YES	YES	YES



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Nathan Erickson, Environmental Manager

ACTION ITEM

Request:

Request to award the Grandview odor control station project to PMF Inc. in the amount of \$429,227.70 and authorize an additional \$106,063 for construction engineering/inspection support, new power service, and contingency.

Time Estimate:

Five minutes with additional time for council questions.

Background:

In the FY2025 budget, \$650,000 was allocated for the installation of a permanent odor control station at the corner of Grandview Drive North and Federation Road. During FY2025, \$136,000 was spent on the project's design and bidding phases. The project was bid in May of 2025, with the bid opening occurring on June 10, 2025. At the bid opening, only one bid was received from GSE Construction Company, Inc., totaling \$1,002,900. This bid was reviewed by Consor Engineering, the city's contracted engineer for the project, and they recommended rejecting it due to being "substantially higher than expected for the project."

On July 7, 2025, a request was made to the city council to approve Resolution 2025-011, which would reject all bids and direct staff to obtain bids through the open market. Upon passing the resolution, city staff reached an agreement with PMF Inc. to complete the project for \$479,227.70. Also included in the requested amount are engineering services during construction from Consor Engineering (\$24,063), a new power service connection from Idaho Power (\$6,000), and a 15% contingency (\$76,000). The total request for the project from wastewater reserves is \$535,290.70.

Approval Process:

A majority vote of the Council to approve the Award of Contract and project funding.

Budget Impact:

The majority of the requested funds were budgeted in FY2025 and are being requested from reserves for use in FY2026. Sufficient funds are available in wastewater reserves to expend the unbudgeted amount of \$535,290.70 in FY2026.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The project for a Grandview odor control station initially encountered issues with an excessively high bid that was rejected. Ultimately, the city reached an agreement with PMF Inc. to complete the project for \$479,227.70, with an additional \$106,063 for construction engineering/inspection support, new power service, and contingency. The total project request now amounts to \$535,290.70.

Attachments:

None



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Erin Steel, Assistant Public Works Director

ACTION ITEM

Request:

A request to authorize up to \$30,000 from water reserves to repair irrigation delivery pipe and structures on city property located at 3555 N 2900 E.

Time Estimate:

10 minutes

Background:

In fall 2023, the City signed an agricultural lease for the property at 3555 N 2900 E. The City has received \$37,440 in rent so far, and the next payment is due in March 2026. This fall, the lessee reported that the irrigation structures on the property are leaking and need repair.

Under Section 8(a) of the lease, the lessee is responsible for basic repairs. However, the City must pay for repairs to pumps, wheel-lines, and cement ditches after the lessee pays the first 15% of the repair bill, up to a limit of \$2,500 each year. If the damage is caused by the lessee's negligence, the lessee pays the full cost. In this case, the issue involves a cement ditch, and there is no evidence of negligence. This means the City must pay most of the repair cost.

A simple repair of the cement ditch is estimated at about \$15,000. The lessee would pay 15% (\$2,250) unless they have already reached their \$2,500 yearly limit. The City would pay the rest—about \$12,750.

However, the Water Superintendent recommends a more durable and efficient solution. Instead of patching the old concrete ditch, staff proposes replacing it with pipe. This option would improve water delivery, reduce leaks, limit erosion, and require less maintenance in the future. It would also upgrade the City-owned asset rather than continue to patch a failing structure.

The proposed project includes:

- Replacing about 700 feet of 12-inch pipe that delivers water to the property,
- Replacing about 1,000 feet of concrete ditch with gated pipe,
- Installing a small number of gates, tees, and concrete connection boxes.

Staff is trying to find used gated pipe in good condition to lower material costs. If used pipe is not available, new pipe will be required, which would increase the cost—possibly doubling the material portion. Even so, because the City is responsible for most of the cement-ditch repair cost under the lease, upgrading now is a better long-term investment than paying for repeated repairs.

Work completed during the off-season will ensure the irrigation system is ready for spring 2026 and will reduce the risk of emergency repairs, crop issues, or claims.

Approval Process:

A simple majority of the council members present.

Budget Impact:

This project is not included in the current fiscal year budget. However, the financial impact is partially offset by revenues already received from the agricultural lease for the property at 3555 N 2900 E. To date, the City has collected \$37,440 in lease payments, which may be applied toward the City's share of repair or replacement costs. The payment will be made from 161-53-10-470-73. Revenue has been collected into 161-00-00-372-10.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The lease allocates most costs for repairs to the City, as Lessor, staff proposes proceeding by replacing the failing concrete ditch sections with approximately 1,700 linear feet of pipe. This approach is a capital maintenance and improvement that protects the City's asset, reduces water loss and operational risk, and positions the system for dependable service during the 2026 irrigation season. Approval of funding at this time enables off-season construction and avoids cost escalation and potential service interruptions in spring.

Attachments:

1. Williams, KC Signed Lease OCT 2023

AGRICULTURE FARM LEASE

THIS AGREEMENT is effective the 1st day of November, 2023, by and between the CITY OF TWIN FALLS, IDAHO, a municipal corporation, hereinafter called "Lessor," and K.C. WILLIAMS, hereinafter called "Lessee."

1. **Description of Property.** In consideration of the rental specified below, the Lessor hereby leases to the Lessee the below-described property consisting of property owned by the City of Twin Falls, hereinafter called the "Premises," located in Twin Falls, County, Idaho:

Approximately 90 irrigated acres approximately located 3555 N 2900 E, shown on the map attached hereto on Exhibit A.

2. **Term of Lease.** The term of this Lease shall be for a period of one year commencing on the 1st day of November, 2023 and ending on the 31st day of October, 2024.

3. **Automatic Renewal.** At the expiration of the term specified in Section 2, this Lease shall automatically renew annually for a one-year-period unless within thirty (30) days prior to the expiration of the original term or any renewal thereof, either party to this Lease serves upon the other a notice in writing stating an intention not to renew this Lease. When such notice is given to terminate this lease, the Lessee shall voluntarily remove all his property from the premises upon the expiration of the term. The terms and conditions set forth herein shall govern all renewals, except as to the amount of rent which shall be renegotiated prior to the beginning of each renewal period.

4. **Use of Premises.** The Lessee shall, during the term of this Lease and any and all renewals or extensions thereof, use the Premises for the planting, growing and harvesting of crops. No livestock is permitted on the Premises at any time.

5. **Rent.** Lessee shall pay Lessor the sum of EIGHTEEN THOUSAND SEVEN HUNDRED TWENTY and 00/100 DOLLARS (\$18,720.00) as rent for the Premises for the Term of Lease which is based upon \$208.00 per acre for 90 acres of gravity irrigation ground which is payable as follows:

\$18,720.00 on or before March 1, 2024 or March 1 of each year thereafter as renewed.

An annual review of the rate shall be conducted before June 30th to allow for changes based on market conditions and the delivery charge from the Twin Falls Canal Company per water share.

6. **Irrigation Water.** The City of Twin Falls is the sole owner of 93.00 shares of Twin Falls Canal Company water, during the Term of Lease, and any renewal or extension hereof, Lessee shall have the use of these water shares. All water rights, however, shall remain the property of Lessor. Lessor agrees to be responsible for the Twin Falls Canal Company water assessments for the real property described herein.

7. **Expenses.** Lessee agrees to pay all expenses associated with the Premises including, but not limited to, utilities, personal property taxes, and all costs associated with the growing of crops on the Premises.

8. **Maintenance, Compliance with Law and Lessor's Use.** Lessee agrees to operate the farm in an efficient and husband-like manner, following sound farming and land use practices. Lessee further agrees at their own cost and expense:

- (a) To make all repairs required to keep the Premises, facilities and equipment contained thereon in good condition, reasonable wear and tear excepted. Provided, however, during the Term of Lease (November 1 to October 31) and any renewal, Lessor agrees to pay for the repair of pumps, wheel-lines and cement ditches after Lessee has paid the first fifteen percent (15%) of each billing not to exceed \$2,500.00 each lease year. Moreover, Lessee shall pay for all expenses of any kind which are attributable to the negligence of Lessee or their employees or agents.
- (b) To not plow or otherwise break up the permanent pasture, drainage ways, grassed waterways, terraces or ditches without the consent of the Lessor, and undertake no operations that will injure the land;
- (c) To control soil erosion and practicable by using generally accepted soil conservation practices, using reasonable care, and maintaining existing conversation structures, except for ordinary wear and tear.
- (d) To be aggressive in the control of noxious weeds and keep fencerows and roadsides cut or sprayed;
- (e) To maintain and keep all fences, facilities, ditches, roads, irrigation systems, etc. in good repair and working order and in a safe and tenantable condition;
- (f) To not commit or permit the commission by others of any waste on the Premises;
- (g) To not permit the maintenance or commission of any nuisance on the Premises;
- (h) To use and maintain the leased Premises and facilities and equipment contained thereon in a careful manner in conformity with all governmental laws, ordinances, regulations, requirements, and rules.

9. **Alterations and Liens.** Lessee shall not make or permit any other person to make any alterations, repairs, or improvements to the Premises or to any improvement thereon or facility appurtenant thereto without the prior written consent of the Lessor. Lessee shall keep the Premises free and clear from any and all liens, claims, encumbrances, and demands for work

performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

10. Subleasing and Assigning. Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed, installed, or placed on the Premises, without the express written consent of the Lessor first had and obtained. Neither shall the Lessee sublet the Premises or any part thereof, or allow any other persons, other than the Lessee's agents, employees, and servants, to occupy or use the Premises or any part thereof, without the prior written consent of the Lessor. A consent by the Lessor to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any encumbrance, assignment, transfer or subletting without the prior written consent of the Lessor, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of the Lessor, terminate this Lease. The consent of the Lessor to any such assignment of the Lessee's interest in this Lease or the subletting by the Lessee of the Premises shall not unreasonably be withheld.

11. Entry by Lessor. The Lessee shall permit the Lessor or its agents, representatives or employees, and the Lessor expressly retains the right to enter the Premises at any and all reasonable times for the purpose of inspecting the Premises to determine whether the Lessee is complying with the terms of this Lease, for doing any other lawful act on the Premises that the Lessor may be authorized to do under this Lease, for protecting the Lessor's interest in the Premises or under this Lease and for the purpose of accessing other property owned by Lessor or equipment associated with the airport.

12. Hold Harmless. The Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense resulting from Lessee's occupation and use of the Premises, including any claim, liability, loss, or damage arising by reason of the injury to or death of any person or persons or by reason of damage to any property caused by the condition of the Premises, the condition of any improvements or personal property in or on the Premises, or the acts or omissions of Lessee or any person in or on the Premises with the express or implied consent of the Lessee. The duties of the Lessee under this Section is to indemnify and hold the Lessor and the property of the Lessor free and harmless from any such claim, liability, loss, or damage arising by reason of the injury to or death of (a) the Lessee, (b) any agents, officer, or employee of the Lessee, (c) any independent contractor hired by Lessee to perform work or render services on the Premises, or (d) any agent, officer, or employee of any independent contractor hired by Lessor to perform work or render services on the Premises.

To insure said indemnity, Lessee shall maintain at their expense a policy of public liability insurance, with Lessor as a named insured, protecting Lessor against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises and the adjoining sidewalks, streets, roads and passageways, with limits of at least combined single limit liability for

personal and bodily injury and property damage of one million dollars; said insurance to protect, hold harmless, and indemnify Lessor and not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense.

Said insurance shall be with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor; and the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of this section, shall at all times be kept on deposit with Lessor.

13. Fire Insurance and Damage. It is agreed that if the Lessee desires insurance on any interest Lessee may have in the Premises, or on any property located on or in the Premises, it shall obtain such insurance at Lessee's own expense and name the Lessor as named insureds as to its interest in and occupancy of said Premises, facilities, and equipment.

14. Insolvency of Lessee. Should Lessee become insolvent as defined in this Section, Lessor may, by giving ten (10) days' written notice to Lessee, or to the person appointed to manage Lessee's affairs at the address for such person appearing in the official records of the court which appointed him, terminate this Lease and forfeit Lessee's interest in the Premises and facilities and equipment located thereon. For purposes of this Section, Lessee shall be conclusively presumed to have become insolvent if Lessee: (a) be adjudged a bankrupt, (b) has a receiver appointed to take possession of all, or substantially all, of Lessee's property because of insolvency, (c) make a general assignment for the benefit of creditors, or (d) allow any judgment against Lessee to remain unsatisfied or unbonded for a period of thirty (30) days or longer.

15. Force Majeure. Should the performance of the obligations of either party, Lessor or Lessee, under this Lease be prevented or delayed by act of God, war, insurrection, fire, flood, storm, strikes, lockouts, or by any law, regulation, or order of any federal, state, county, or municipal authority or by any other cause beyond the control of such party, such party's performance under this Lease to the extent it is so prevented or delayed shall be excused.

16. Default by Lessee. All covenants and agreements contained in this Lease are declared to be conditions to this Lease and to the term hereby demised to the Lessee. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this Lease, the Lessor may terminate this Lease and re-enter and regain possession of the Premises in the manner provided by the laws of unlawful detainer of the State of Idaho then in effect.

17. Attorneys Fees. In any controversy relating to this Lease, each party shall be responsible for its attorney fees and costs (including, but not limited to, the costs for arbitrator(s), mediator(s) and expert witnesses) in any proceeding brought in a court of law, arbitration, and/or mediation, including any bankruptcy or appeal proceeding.

18. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or delivered or given to either party hereto by the other party to this Lease, shall be in writing, and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the US Mail, first-class postage prepaid, addressed to the Lessee at the address of 3634 North 3000 East, Twin Falls, ID 83301, or on the Lessor at Post Office Box 1907, Twin Falls, ID 83303. Either party may change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section.

19. **Successors and Assigns.** This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto but nothing in this Section shall be construed as consent by the Lessor to any assignment of this Lease or any interest therein.

20. **Waiver.** The waiver by the Lessor of any breach of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by the Lessee either of the same or of another provision of this Lease.

21. **No Partnership.** Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Lessor and Lessee. Neither the Lessor nor Lessee shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other. Lessee expressly agrees to indemnify and hold Lessor, and the property of the Lessor, including the Premises, free and harmless from any and all obligations and liabilities incurred by Lessee in conducting their farming operations on the Premises.

22. **Covenant of Quiet Enjoyment - Subject to Lessee's Performance - Subject to Restrictions.** So long as Lessee pays the rent required by this Lease and performs and observes all the covenants and provisions hereof, the Lessee shall quietly enjoy the leased property. The Lessee's quiet enjoyment of the Premises shall be subject, however, to the terms of this Lease and to all easements, restrictions of record, and ordinances of the County of Twin Falls, Idaho.

23. **Surrender on Termination.** Lessee covenants to peaceably surrender occupancy of the Premises and surrender and transfer to Lessor the possession of all the facilities and equipment located thereon at the termination of the Lease and have them in as good condition as when received by Lessee, reasonable allowance being made for ordinary wear and depreciation. Upon termination, Lessee shall be entitled to remove their personal property only.

24. **Special Conditions.** Lessee agrees to abide by the following additional conditions during all times that this Lease is in effect. Lessee shall take proper care of all irrigation equipment and shall drain and pump all risers and underground water lines before winter.

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, Lessor has executed this Lease, and Lessee has executed this Lease, effective the day and year first above written.

"LESSOR"

CITY OF TWIN FALLS, IDAHO

By Ruth Pierce
Ruth Pierce, Mayor

"LESSEE"

By K.C. Williams
K.C. WILLIAMS

Legal Description
Parcel A
Twin Falls County, Idaho

Being a portion of Lots 3 through 8 as shown on that certain Map entitled "Hardin Orchard Land Subdivision No. 2", recorded December 10, 1912, lying South of the center line of the Low Line Canal of the Twin Falls Canal Company and vacated public Highway as described in document recorded March 31, 1920 as Instrument No. 0000-118693 in the office of the County Recorder of Twin Falls County, lying in the W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 32, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of the NE $\frac{1}{4}$ of said Section 32, said corner lies South 01°11'34" West 2679.37 feet from the Northeast Corner of said Section 32;
Thence, along the South Boundary said NE $\frac{1}{4}$ of Section 32, North 88°58'14" West 1311.38 feet to the Southeast Corner of said Map and being the **REAL POINT OF BEGINNING**;
Thence, along the South Boundary of said, North 88°58'14" West 1311.38 feet to the Southwest Corner thereof;
Thence, along the West Boundary of said Map, North 01°00'24" East 1168.68 feet to a point on the center line of the Low Line Canal;
Thence, along said center line, North 51°10'07" East 155.63 feet;
Thence, continuing along said center line, along the arc of a tangent curve to the right having a radius of 368.50 feet, through a central angle of 72°56'41", an arc distance of 469.15 feet and a long chord that bears North 87°38'28" East 438.10 feet;
Thence, continuing along said center line, South 55°53'12" East 234.11 feet;
Thence, continuing along said center line, South 57°23'25" East 200.96 feet;
Thence, continuing along said center line, South 55°39'59" East 465.06 feet to a point on the East Boundary of said Map;
Thence, along said East Boundary, South 01°05'58" West 805.93 feet to said **REAL POINT OF BEGINNING**.

Containing approximately 34.93 acres.

End of Description



Legal Description
Parcel B
Twin Falls County, Idaho

Being a portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho, more particularly described as follows:

Commencing at the Southeast Corner of said Section 32, said Corner lies South $01^{\circ}11'48''$ West 2679.77 feet from the East Quarter Corner of said Section 32;

Thence, along the East Boundary of the SE $\frac{1}{4}$ of said Section 32, North $01^{\circ}11'41''$ East 1339.88 feet to the Southeast Corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32;

Thence, along the South Boundary said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, North $89^{\circ}02'11''$ West 55.03 feet to a point on the West Right-of-Way Boundary of Airport Road as shown on that certain Record of Survey, recorded June 21, 2004 as Instrument No. 2004-013278 in the office of the County Recorder of Twin Falls County and being the **REAL POINT OF BEGINNING**;

Thence, continuing along said South boundary, North $89^{\circ}02'11''$ West 1254.13 feet to the Southwest Corner thereof;

Thence, along the West Boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, North $01^{\circ}06'05''$ East 1341.38 feet to the Southeast Corner of that certain Map entitled "Hardin Orchard Land Subdivision No. 2", recorded December 10, 1912;

Thence, along the West Boundary of said Map, North $01^{\circ}05'58''$ East 805.93 feet to a point on the center line of the Low Line Canal;

Thence, along said center line, South $55^{\circ}39'59''$ East 439.86 feet;

Thence, continuing along said center line, along the arc of a tangent curve to the left having a radius of 360.00 feet, through a central angle of $87^{\circ}52'47''$, an arc distance of 552.16 feet and a long chord that bears North $80^{\circ}23'38''$ East 499.61 feet;

Thence, along said centerline, North $36^{\circ}27'15''$ East 514.67 feet;

Thence, continuing along said center line, along the arc of a tangent curve to the right having a radius of 511.67 feet, through a central angle of $17^{\circ}19'53''$, an arc distance of 154.79 feet and a long chord that bears North $44^{\circ}28'30''$ East 154.20 feet to a point on said West Right-of-Way Boundary;

Thence, along said West Right-of-Way Boundary, South $02^{\circ}03'58''$ West 278.06 feet;

Thence, continuing along said West Right-of-Way Boundary, South $01^{\circ}11'57''$ West 329.83 feet;

Thence, continuing along said West Right-of-Way Boundary, South $01^{\circ}11'41''$ West 403.36 feet;

Thence, leaving said West Right-of-Way Boundary, North $86^{\circ}52'30''$ West 319.91 feet;

Thence, South $01^{\circ}11'34''$ West 198.00 feet;

Thence, South $86^{\circ}52'30''$ East 319.90 feet to a point on said West Right-of-Way Boundary;

Thence, along said West Right-of-Way Boundary, South $01^{\circ}11'41''$ West 609.86 feet;

Thence, leaving said West Right-of-Way Boundary, North $89^{\circ}06'09''$ West 279.15 feet;

Thence, South $01^{\circ}11'48''$ West 302.00 feet;

Thence, South 89°06'09" East 279.16 feet to a point on said West Right-of-Way Boundary;
Thence, along said West Right-of-Way Boundary, South 01°11'41" West 406.85 feet to said **REAL POINT
OF BEGINNING.**

Containing approximately 55.68 acres.

End of Description





Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From:

ACTION ITEM

Request:

Approve the reallocation of \$47,000 appropriated in the FY 2026 budget for Harrison Pump Station A/C units to instead replace the A/C units at the Hankins Pump Station.

Time Estimate:

Approximately 5 minutes.

Background:

The Water Department budgeted funds for 2026 to start replacing A/C units at pump stations. We started with Harrison Station as it is the most important station. In the meantime, however, the Hankins Pump Station A/C units have recently had some major problems and are in a worse condition than the Harrison units. We have already spent around \$8,000 this year just to keep the Hankins Pump Stations A/C units going. While the Harrison units still need attention, the more critical need is now at the Hankins Station.

Approval Process:

A simple majority of the council is needed to approve the item.

Budget Impact:

The reallocation of funds has no real fiscal impact. The funds budgeted for A/C units will still be spent, just at a different location with more emergent needs.

Regulatory Impact:

For HVAC replacement with installation, the estimated \$47,000 is below the state's \$50,000 Public Works threshold that triggers formal quote/bid procedures.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends council approve the reallocation of \$47,000 in the FY26 Water Fund CIP from the Harrison Pump Station HVAC line to replace the failing A/C units at the Hankins Pump Station. This keeps total FY26 appropriations unchanged and addresses an emerging reliability risk at a critical facility.

Attachments:

None



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Jonathan Spendlove, Planning and Zoning Director

ACTION ITEM

Request:

Request to adopt ordinance #O-2025-025 for Zoning Development Agreement Amendment on property located at Eastpark Professional Subdivision NO. 3.

Time Estimate:

Approximately five (5) minutes for presentation and questions.

Background:

On August 26, 2025, the Planning and Zoning Commission sent a positive recommendation to the City Council for the Zoning Development Agreement Amendment.

On September 29, 2025, City Council heard, deliberated and approved the Zoning Development Agreement Amendment, as requested by the applicant.

Approval Process:

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

Suggested motion language if dispensing the rules: *I move that we dispense with the reading rules and place Ordinance 2025-025_ on third and final reading by title only.*

If five or more council members approve dispensing with the rules, then the title must be read, followed by a motion on approval of Ordinance 2025-025: *I move that we approve Ordinance 2025-025 as presented*

Budget Impact:

N/A

Regulatory Impact:

The passing of this ordinance will change the zoning district of the property and new rules will apply to this property in regards to land use and other development criteria.

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Ordinance 2025-025: Eastpark ZDA Amendment PZ25-0059

ORDINANCE NO. O-2025-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, **REZONING** CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE ZONING DISTRICTS MAP AMENDMENT

WHEREAS, Barbara Sonya Real Estate LLC has made an application for ZDA Amendment of property located at Eastpark Professional Subdivision No. 3; City of Twin Falls; and

WHEREAS, the City Planning & Zoning Commission for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 26th day of August 2025, to consider the Zoning Designation and necessary Zoning & Planning Map amendment upon a rezone of the real property below described, and an amendment to the revised area of Impact and Comprehensive Plan Land Use Map; and,

WHEREAS, the City Planning & Zoning Commission has made recommendations known to the City Council for Twin Falls, Idaho; and,

WHEREAS, the City Council for the City of Twin Falls, Idaho, held a Public Hearing as required by law on the 29th day of September 2025.

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

SECTION 1. The following described real property located at Eastpark Professional Subdivision No. 3 is the subject of a Zoning District Agreement amendment.

**Legal Description - Eastpark Professional Subdivision #3.
"Exhibit A"-Zoning Development Agreement**

SECTION 2. That the Area of Impact and Zoning Districts Map for the City of Twin Falls, Idaho, be and the same area hereby amended to reflect the rezoning designation of the real property above described.

SECTION 3. Public services may not be available at the time of development of this property, depending upon the speed of development of this and other developments, and the ability of the City to obtain additional water and/or

sewer capacity. The annexation of this property shall not constitute a commitment by the City to provide water and/or wastewater services.

PASSED BY THE CITY COUNCIL _____, 20____

SIGNED BY THE MAYOR _____, 20____

Mayor

ATTEST:

Deputy City Clerk

PUBLISH: Thursday, _____, 20____

EXHIBIT 'A'

Eastpark Professional, a ZDA
Zoning Development Agreement
Amended

This Amended ZDA – Zoning Development Agreement is made and entered into this ____ day of _____, 2025, by and between the City of Twin Falls, State of Idaho, a municipal corporation, hereinafter called “City” and Barbara Sonya Real Estate LLC, Setti One LLC, Sight Site LLC, Jay Wheelhouse and Zernickow Family LP, hereinafter called “Developer” for the purpose of developing a mixed use; professional and commercial property as a planned Amended Zoning Development Agreement (ZDA). The Legal description of the property is 7.74 Acres, Lot 1 through Lot 11, Block 2, EASTPARK PROFESSIONAL SUBDIVISION NO. 3, a ZDA, located in the northwest corner of Section 3, Township 10 South, Range 17 East, Boise Meridian in Twin Falls County Idaho. More specifically described in attached Exhibit A.

Development and Improvements shall conform to the standards and regulations of the Twin Falls City Code Title 10-Chapter 4-Section-18 for R-2 PRO, Professional Office Overlay and Chapter 6-Section -1, and all references to other sections herein, as amended, except for the following:

- (1) Permitted Land Uses:
 - A. Libraries
 - B. Finance and Investment Offices
 - C. Insurance and Related Offices
 - D. Real Estate and Related Offices
 - E. Doctor’s Offices
 - F. Photography
 - G. Beauty and Barber
 - H. Professional Offices
- (2) Special Use Permit Uses: Additional Land Uses upon Lots 2, 3, 4, and 5 (as shown on Master Development Plan), which require Special Use Permits:
 - A. Construction Trade Office with Showrooms
 - B. Apparel and Accessories
 - C. Home Furnishings with onsite Storage allowed
 - D. Sporting Goods
 - E. Bakeries (retail)
 - F. Flower Shops
 - G. Hobbies and Toy Stores

Additional Land Uses Upon Lot 11 (as shown on the Master Development Plan which requires a Special Use Permit (aka 7 block 2 of the Eastpark Professional Subd No. 3)

A. Pharmacy with a pick-up window, only no speakers, public address or order board and no extended hours

(3) Property Development Standards:

- A. The area of R-2 PRO Overlay between Cheney Drive and Bridgeview Boulevard, West of Madrona and East of Locust will be restricted such that all buildings will be constructed using residential style architecture and will have an architectural finish that is aesthetically pleasing.
- B. All buildings in the development will be limited to single story construction.
- C. Building design in this area will be regulated by an architectural control committee responsible for enforcement of the restrictive covenants for that area.
- D. **Maximum 6,000 square feet per building per lot** along Cheney Drive and within the interior of the development, which includes lots **6, 7, 8, 9, 10, and 11** as indicated on the Master Development Plan.
- E. **Maximum 10,000 square feet per building per lot** along Madrona Street North and Bridgeview Boulevard, which includes lots **1, 2, 3, 4, and 5** as indicated on the Master Development Plan.
- F. No outside storage of materials or ware yard storage shall be permitted.
- G. Landscaping requirements, for all lots, shall require landscaping equal to or greater than ten percent (10%) of the total required parking area developed on a lot or three percent (3%) of the total land area, or as determined by the ZDA process, whichever is greater. Perimeter Landscaping shall be consistent with Eastpark PUD #213.
- H. Commonly owned lots the maximum building square footage per lot may be combined provided the building does not exceed 26,000 sq. ft. at ground level.

If no development has occurred on the ZDA subject parcel within the time identified, the planning and zoning commission and city council may review the original ZDA development requirements and conceptual development plan to ensure their continued validity. If the city determines the concept is no longer valid, then:

- A. The city may initiate a process to change the zoning classification, or
- B. New ZDA development requirements and/or a new conceptual development plan may be required to be approved prior to the city issuing a building permit for any portion of the ZDA subject parcel.

Barbara Sonya Real Estate LLC,
An Idaho Limited Liability Company

Mandi Riddle

By: Mandi Riddle

STATE OF IDAHO)
)ss
County of Twin Falls)

On the 28TH day of OCTOBER, 2025, before me, a Notary Public in and for said County and State, personally appeared MANDI RIDDLE personally known or identified to me to be the MEMBER, the limited liability company that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

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

[Signature]

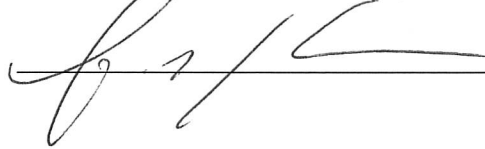
Notary Public for Idaho

Residing in TWIN FALLS, ID

Commission Expires 8.26.2030



Setti One LLC,
An Idaho Limited Liability Company



By: Scott Corsetti

STATE OF IDAHO)
)ss
County of Twin Falls)

On the 7TH day of NOVEMBER, 2025, before me, a Notary Public in and for said County and State, personally appeared SCOTT CORSETTI personally known or identified to me to be the MANAGER, the limited liability company that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

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



Notary Public for Idaho

Residing in TWIN FALLS, ID

Commission Expires 8.26.2030



Sight Site LLC,
An Idaho Limited Liability Company

Nathan R. Welch

By: Nathan R. Welch

STATE OF IDAHO)
)ss
County of Twin Falls)

On the 23RD day of OCTOBER, 2025, before me, a Notary Public in and for said County and State, personally appeared NATHAN R. WELCH personally known or identified to me to be the MANAGER, the limited liability company that executed the within and foregoing instrument and acknowledged to me that such limited liability company executed the same.

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

Valerie A. Smith

Notary Public for Idaho

Residing in TWIN FALLS, ID

Commission Expires 8.26.2030



Zernickow Family LP,
An Idaho Limited Partnership

[Signature]
By: Jon Zernickow

STATE OF IDAHO)
)ss
County of TWIN FALLS)

On the 13TH day of NOVEMBER, 2025, before me, a Notary Public in and for said County and State, personally appeared Jon Zernickow personally known or identified to me to be the PRESIDENT, the limited partnership that executed the within and foregoing instrument and acknowledged to me that such limited partnership executed the same.

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

[Signature]

Notary Public for Idaho

Residing in TWIN FALLS, ID

Commission Expires 8.26.2030



Jay L Wheelhouse

By: Jay Wheelhouse

STATE OF IDAHO)
)ss
County of TWIN FALLS)

On the 12TH day of NOVEMBER, 2025, before me, a Notary Public in and for said County and State, personally appeared JAY L. WHEELHOUSE personally known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Valerie A. Smith

Notary Public for Idaho

Residing in TWIN FALLS, ID

Commission Expires 8.26.2030



Located In
Gov't. Lot 3, Section 3
Township 10 South, Range 17 East, Boise Meridian
Twin Falls County, Idaho
2017



PERIMETER LANDSCAPING TREE/SHRUB COUNT
20' FROM BACK OF CURB INCLUSIVE OF ALL SIDEWALKS,
UTILITIES, DRAINAGE, FEATURES, ETC.
(LANDSCAPING ALONG BRIDGEVIEW BLVD., CHENEY DR.,
MADRONA STREET N.)

SIGNS
FREESTANDING SIGNS SHALL BE MONUMENT AND BE NO
LARGER THAN 60 S.F. AND A MAX. OF 8' TALL,
MEASURED FROM THE TOP OF CURB.

LIGHTING
ALL LIGHTING SHALL BE SHIELDED DIRECTIONALLY TO
PROTECT IMPACTS TO RESIDENTIAL NEIGHBORS.

MASTER DEVELOPMENT PLAN
for
EASTPARK PROFESSIONAL SUBDIVISION NO. 3, a ZDA

REVISIONS	
DO NOT SCALE DRAWINGS CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ENGINEER OF ANY DIMENSIONAL ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK.	
APPROVED	---
DESIGN	---
DRAWN	---
DATE	7/28/2025
SCALE	AS SHOWN
DWG. NO.	313-24 ZDA EXHIBIT
SHEET	EXHIBIT



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: William Klaver, Senior Planner

ACTION ITEM

Request:

Update and direction for the major design element of the Hansen Street - City Park Plaza Project.

Time Estimate:

5-10 minutes with questions to follow.

Background:

In 2021, amended in 2022, the City of Twin Falls worked with Mosaic Community Planners on the creation of a 5-year Consolidated Plan. As part of this plan, Staff has worked with federal, state, and local partners and came to a conceptual design or plan to rebuild the City Park restroom, rebuild the playground, and create an outdoor learning space between the library and City Park.

City Staff is wrapping up construction on the City Park restroom and looking towards the next phase, which would be the outdoor learning space. As part of the conceptual plan to create an outdoor learning space, it was proposed/contemplated on closing Hansen Street from 4th Avenue East and 5th Avenue East. Staff had previously conducted traffic counts throughout a week in April 2018. The average trips per day was 267; with a high of 399 trips per day (Friday) and a low of 98 trips per day (Sunday). Hansen Street, in that section, currently has roughly 19 parallel parking stalls.

As part of the CDBG program, Staff conducts annual public meetings/comment period, public hearings, and presents an annual report on funds and projects. Staff conducted several outreach methods such as open house, online comments, and surveying users of the library and park facilities. During the open house dates, we received comments from 23 people. An overwhelming trend was that users wanted a safer transition from the Library to the Park. Patrons who used the park often used the library as well, effectively making the two facilities operate as one.

The outdoor plaza, as outlined in the 2022 concept drawing would permanently close Hansen Street between 4th Avenue East & 5th Avenue East. Doing so would eliminate approximately 19 parallel parking spaces on Hansen Street. A few comments centered around the potential loss of these spaces.

Staff believes there are three (3) options to balance the needs/desires of both parties. Those options are as follows:

1. Complete closure of Hansen between 4th Avenue East and 5th Avenue East and replacement of a number of parking spaces on 4th Avenue East;
2. Create a festival type street, with the ability to easily close, similar to Hansen between Main Avenue and 2nd Avenue East; or
3. Narrow the street by creating a pedestrian refuge and a tree-lined boulevard strip, with no parking on Hansen Street.

Staff would prefer moving forward with option #1, which would reasonably replace 5-8 parking stalls or more.

Approval Process:

A simple majority vote.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff is looking for direction on what design option City Council would prefer.

Attachments:

1. City Park Bathroom Photos
2. 2022 City Park Plaza Concept
3. Ai Generated Hansen Street Options
4. Hansen Traffic Counts - April 2018









City Park/Library Plaza Concept

City of Twin Falls, ID

Oct. 2022



Scale: 1"=20'



Hansen St

Canby, OR



Build Connect











Wilve Library





Hansen Street





Boit & Comly

Hansen

Hansen Street







Location: : Hansen St. & 3rd Ave S
Study Dates: : 04/19/2018 thru 04/26/2018
Counter Number: : 1

Site: HANSEN ST.

Seven Day Volume

Interval Start	Thu 4/19/2018		Fri 4/20/2018		Sat 4/21/2018		Sun 4/22/2018		Mon 4/23/2018		Tue 4/24/2018		Wed 4/25/2018		Mon - Fri Average		7 Day Average	
	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW
12:00 AM	-	-	0	0	3	6	0	5	1	0	1	0	0	0	0.5	0.0	0.8	1.8
1:00 AM	-	-	1	0	1	3	2	6	0	0	0	0	2	2	0.8	0.5	1.0	1.8
2:00 AM	-	-	0	0	0	0	0	0	0	0	0	0	0	0	0.0	0.0	0.0	0.0
3:00 AM	-	-	0	0	1	1	0	0	0	0	0	0	0	0	0.0	0.0	0.2	0.2
4:00 AM	-	-	0	0	0	0	0	0	1	0	0	0	0	0	0.3	0.0	0.2	0.0
5:00 AM	-	-	5	1	0	0	0	0	1	0	1	2	0	0	1.8	0.8	1.2	0.5
6:00 AM	-	-	2	2	4	0	0	0	4	2	3	3	7	3	4.0	2.5	3.3	1.7
7:00 AM	-	-	16	2	1	1	0	0	17	3	11	1	16	3	15.0	2.3	10.2	1.7
8:00 AM	-	-	21	4	1	0	0	0	9	3	10	3	6	1	11.5	2.8	7.8	1.8
9:00 AM	-	-	8	3	7	3	3	0	10	4	5	5	0	0	5.8	3.0	5.5	2.5
10:00 AM	-	-	16	8	14	5	3	2	8	5	15	10	0	0	9.8	5.8	9.3	5.0
11:00 AM	14	14	14	11	26	7	3	1	14	16	14	15	0	0	10.5	10.5	11.8	8.3
12:00 PM	19	25	21	12	20	7	6	4	19	17	14	16	0	0	14.6	14.0	14.1	11.6
1:00 PM	20	16	23	15	14	10	6	7	17	6	14	14	0	0	14.8	10.2	13.4	9.7
2:00 PM	17	14	21	6	16	8	7	5	19	6	19	13	0	0	15.2	7.8	14.1	7.4
3:00 PM	18	16	17	11	16	6	5	5	18	10	13	10	0	0	13.2	9.4	12.4	8.3
4:00 PM	11	20	18	29	14	6	8	2	11	18	17	18	0	0	11.4	17.0	11.3	13.3
5:00 PM	15	26	17	18	17	10	2	2	9	28	12	24	11	22	12.8	23.6	11.9	18.6
6:00 PM	7	4	20	7	8	11	2	0	5	5	7	6	11	4	10.0	5.2	8.6	5.3
7:00 PM	4	13	2	7	10	6	3	0	6	4	5	6	7	2	4.8	6.4	5.3	5.4
8:00 PM	6	1	8	6	4	2	3	0	3	1	2	1	8	1	5.4	2.0	4.9	1.7
9:00 PM	1	3	6	2	2	11	1	0	4	2	2	3	2	2	3.0	2.4	2.6	3.3
10:00 PM	1	1	8	5	4	1	1	0	0	0	1	2	0	0	2.0	1.6	2.1	1.3
11:00 PM	0	2	2	4	6	1	3	1	0	0	1	0	2	0	1.0	1.2	2.0	1.1
Totals	133	155	246	153	189	105	58	40	176	130	167	152	72	40	168.0	128.8	154.0	112.3
Combined	288		399		294		98		306		319		112		296.8		266.4	
Split (%)	46.2	53.8	61.7	38.3	64.3	35.7	59.2	40.8	57.5	42.5	52.4	47.6	64.3	35.7	56.6	43.4	57.8	42.2

Peak Hours

12:00 AM - 12:00 PM	-	-	7:30 AM	10:45 AM	11:00 AM	9:30 AM	9:15 AM	12:30 AM	7:15 AM	11:00 AM	7:45 AM	11:00 AM	7:15 AM	6:15 AM	7:30 AM	11:00 AM	7:30 AM	11:00 AM
Volume	-	-	28	12	26	7	5	7	21	16	18	15	21	4	21.0	11.7	14.3	9.4
Factor	-	-	0.70	0.75	0.72	0.58	0.42	0.88	0.44	0.50	0.56	0.94	0.53	0.50	0.54	0.77	0.55	0.82
12:00 PM - 12:00 AM	1:45 PM	4:15 PM	12:15 PM	4:30 PM	12:00 PM	1:30 PM	1:45 PM	1:30 PM	2:30 PM	4:30 PM	2:00 PM	4:30 PM	5:15 PM	5:00 PM	1:45 PM	4:30 PM	1:45 PM	4:30 PM
Volume	21	32	28	34	20	12	9	10	23	33	19	29	14	22	15.6	29.0	14.3	22.3
Factor	0.75	0.50	0.88	0.65	0.83	0.50	0.56	0.83	0.72	0.69	0.53	0.66	0.88	0.61	0.89	0.65	0.86	0.65

Location: : Hansen St. & 3rd Ave S
Study Dates: : 04/19/2018 thru 04/26/2018
Counter Number: : 1

Site: HANSEN ST.

Seven Day Volume

Interval Start	Thu 4/26/2018		Fri 4/27/2018		Sat 4/28/2018		Sun 4/29/2018		Mon 4/30/2018		Tue 5/1/2018		Wed 5/2/2018		Mon - Fri Average		7 Day Average	
	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW	NE	SW
12:00 AM	1	0	-	-	-	-	-	-	-	-	-	-	-	-	1.0	0.0	1.0	0.0
1:00 AM	0	0	-	-	-	-	-	-	-	-	-	-	-	-	0.0	0.0	0.0	0.0
2:00 AM	0	0	-	-	-	-	-	-	-	-	-	-	-	-	0.0	0.0	0.0	0.0
3:00 AM	0	2	-	-	-	-	-	-	-	-	-	-	-	-	0.0	2.0	0.0	2.0
4:00 AM	0	0	-	-	-	-	-	-	-	-	-	-	-	-	0.0	0.0	0.0	0.0
5:00 AM	4	0	-	-	-	-	-	-	-	-	-	-	-	-	4.0	0.0	4.0	0.0
6:00 AM	4	4	-	-	-	-	-	-	-	-	-	-	-	-	4.0	4.0	4.0	4.0
7:00 AM	14	2	-	-	-	-	-	-	-	-	-	-	-	-	14.0	2.0	14.0	2.0
8:00 AM	19	8	-	-	-	-	-	-	-	-	-	-	-	-	19.0	8.0	19.0	8.0
9:00 AM	9	4	-	-	-	-	-	-	-	-	-	-	-	-	9.0	4.0	9.0	4.0
10:00 AM	15	8	-	-	-	-	-	-	-	-	-	-	-	-	15.0	8.0	15.0	8.0
11:00 AM	5	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	71	29	0	0	0	0	0	0	0	0	0	0	0	0	66.0	28.0	66.0	28.0
Combined	100		0		0		0		0		0		0		94.0		94.0	
Split (%)	71.0	29.0	-	-	-	-	-	-	-	-	-	-	-	-	70.2	29.8	70.2	29.8

Peak Hours

12:00 AM - 12:00 PM	7:45 AM	8:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	7:45 AM	8:00 AM	7:45 AM	8:00 AM
Volume	25	8	-	-	-	-	-	-	-	-	-	-	-	-	25.0	8.0	25.0	8.0
Factor	0.69	0.67	-	-	-	-	-	-	-	-	-	-	-	-	0.69	0.67	0.69	0.67
12:00 PM - 12:00 AM	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Volume	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Factor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: John Pauley, Aquatics Supervisor

ACTION ITEM

Request:

Consider a request to allocate \$13,460.59 in contingency funds to purchase underwater pool lights for the Twin Falls City Pool.

Time Estimate:

Approximately 5 minutes for the presentation with questions/comments to follow.

Background:

In summer 2024, while preparing the Twin Falls City Pool for a Marlins swim meet, staff were required to move the bulkhead. This process necessitated temporarily removing the underwater lights from the wall to allow the bulkhead to pass. During removal, staff observed that several light casings were compromised. To mitigate any electrical or safety risk, power to the underwater lighting system was immediately shut off. Staff began searching for replacement fixtures but were initially unable to locate lights that matched the existing niches. Early indications suggested that a larger fixture might be required, which would mean enlarging the light openings and undertaking a more invasive and costly retrofit. Given those uncertainties, the replacement effort was temporarily paused.

The absence of underwater lighting affected pool operations as daylight hours shortened. To maintain safe conditions, evening operating hours were limited, and the installation date for the bubble was advanced so high school teams would not be swimming in the dark. At this point, staff were directed to determine a viable path to restore underwater lighting. Working with our primary pool contractor, Mastercraft Pool & Spa, measurements of the existing niches were taken, and a potential replacement fixture was identified that could fit the current openings. On November 10, 2025, Mastercraft installed a single test light. The pilot installation confirmed that the new fixture fit within the existing niche without enlargement, could be securely attached to the wall, and produced significantly greater illumination than the legacy units.

Based on the successful pilot, staff would like to replace all eleven underwater lights. Full replacement will measurably improve safety by enhancing underwater and surface visibility for lifeguards and patrons during dark hours and when the bubble is installed. It will also improve operational resiliency. The lighting circuit is backed up by the facility's generator, so the new fixtures provide an added source of illumination during power outages, aiding safe egress until full power is restored.

Staff recommends Council approve this request, allowing for the purchase of eleven replacement underwater lights. This action will restore reliable illumination, strengthen safety, and return the Twin Falls City Pool to full evening operational capacity.

Approval Process:

A simple majority vote of the City Council could approve the request.

Budget Impact:

\$13,460.59 from contingency funds for the purchase of eleven replacement underwater lights for the Twin Falls City Pool.

Regulatory Impact:

Council approval of this request will allow contingency funds to be used for an unbudgeted purchase.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council approval to allocate \$13,460.59 from contingency funds for the purchase of eleven replacement underwater lights. This action will restore reliable illumination, strengthen safety, and return the Twin Falls City Pool to full evening operational capacity.

Attachments:

1. City of Twin Falls lights quote



Quote

Quote ID: 64087
Customer ID: 1252
Employee ID: JodiM
Quote Expires: 12/11/2025

Twin Falls Parks and Rec
John Pauley
136 Maxwell Ave
Twin Falls, ID 83301

Location:

City of Twin Falls
756 Locust Ln
Twin Falls, ID 83301
Home (208) 749-1963 John

Qty	Item	Unit Price	Total
11	LPL-F5W-120-150-PSQ PureWhite	\$1,223.69	\$13,460.59

Sub Total	\$13,460.59
Taxes	\$0.00
Total	\$13,460.59



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Request to authorize a one-time cash-out of employee compensatory time ("comp") banks to support compliance with the federal One Big Beautiful Bill Act (OBBBA) and the City's overtime reporting configuration changes.

Time Estimate:

20 Minutes

Background:

The Federal budget reconciliation package "One Big Beautiful Bill Act" (OBBBA) was passed in July 2025 and included numerous changes to tax law and employer reporting responsibilities. OBBBA allows eligible workers to deduct a portion of their qualified overtime pay from their federal taxable income. OBBBA requires all employers to separate and report overtime that is legally required under the Fair Labor Standards Act from overtime that is discretionary. Overtime, that is discretionary, includes payments for inconvenienced time like an after-hour call out in the public work departments or a late notice of court cancellation for police officers. It also includes allowing vacation time to count towards hours worked, which is a policy implemented over 30 years ago. There are a series of changes that we are making in our time keeping and financial systems - TimeClock Plus and Springbrook – to become compliant with the law. Two weeks ago, three parallel teams were set up to engage in a crash course of FLSA and IRS law, review our internal policies, and recommend pathways for the organization to follow for compliance.

A complication involves banks of compensatory time which is unique to public employers. Compensatory Banks is time earned in lieu of overtime payments. We currently allow both FLSA required overtime and discretionary overtime to combine in one bank. When comp-time is used, payroll is unable to determine which type of overtime is paying out. A proposed solution and timeline is detailed below.

If authorized the City will make a one-time cash-out of all accrued comp time for all non-exempt employees who currently have comp bank balances. Payouts will be made at 1.0 x the regular rate and the costs are on the included document. The timeline for payments is:

- December 12, 2025 – time card data is imported and all banks are locked.
- December 19, 2025 – Direct deposit of funds for employees.
- December 14-December 19, 2025 – New codes and time keeping practices are readied to go live for Fire, Police and General Employees.

Cashing out comp bank balances removes a major source of reporting problems to comply with OBBBA. Paying the cash-out on December 19, 2025 ensures it appears on the 2025 W-2, which allows the city to take advantage of the IRS leniency available for the first year of implementation.

Moving forward, policy updates as well as TimeClock Plus and Springbrook system changes will ensure

overtime is earned, paid, and reported using properly classified FLSA-required or discretionary codes. Additionally, new comp-bank accruals will be FLSA required overtime only. Discretionary overtime will be paid as wages using the correct discretionary pay codes and by splitting time segments for worked and unworked time.

OBBBA expires in 2028, and we are committed to reviewing these policy changes again to determine the impacts of this change as we budget for fiscal year 2027 as well as in subsequent years. It is our intent to fund the payment within the existing FY 2026 appropriation via salary savings. Should that prove to be insufficient, we request to use reserve funds not to exceed the amounts below. The table below illustrates the mix of General, Enterprise, or Internal Service fund impacts. These amounts are an approximation, as of November 14 and there are two more time cards that will add or reduce the amounts below.

Approval Process:

A simple majority of the council members present.

Budget Impact:

Regulatory Impact:

N/A/

History:

N/A

Analysis:

N/A

Conclusion:

In conclusion, this one-time comp-time cash-out positions the City to meet OBBBA's new reporting rules, place eligible payouts on the 2025 W-2 under first-year IRS leniency, and simplify how we track overtime going forward. By separating FLSA-required overtime from discretionary overtime in TimeClock Plus and Springbrook, and limiting future comp-bank accruals to FLSA-required hours only, we remove a major source of error and manual fixes. This plan supports compliance, transparency, and clean year-end reporting for the organization.

Attachments:

1. Comp bank payout funds

By Fund	Gross Wages	Social Security Employer Portion	Medicare Employer Portion	PERSI Employer portion	Total	# of Employees	# of Hours
101	\$ 58,861.59	\$ 3,649.42	\$ 853.49	\$ 7,039.85	\$ 70,404.35	49.0	1808.0
102	\$ 17,618.46	\$ 1,092.34	\$ 255.47	\$ 2,107.17	\$ 21,073.44	15.0	645.4
104	\$ 40.69	\$ 2.52	\$ 0.59	\$ 4.87	\$ 48.67	3.0	1.3
110	\$ 12,730.44	\$ 789.29	\$ 184.59	\$ 1,522.56	\$ 15,226.88	7.0	418.2
161	\$ 35,407.79	\$ 2,195.28	\$ 513.41	\$ 4,234.77	\$ 42,351.26	28.0	1173.0
162	\$ 9,957.71	\$ 617.38	\$ 144.39	\$ 1,190.94	\$ 11,910.42	9.0	343.0
167	\$ 14.17	\$ 0.88	\$ 0.21	\$ 1.69	\$ 16.95	1.0	0.5
182	\$ 1,376.62	\$ 85.35	\$ 19.96	\$ 164.64	\$ 1,646.57	6.0	40.8
Totals	\$ 136,007.48	\$ 8,432.46	\$ 1,972.11	\$ 16,266.49	\$ 162,678.54	118	4430.1



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From:

ACTION ITEM

Request:

Request to approve the Ordinance #O-2025-019 Franchise agreement with Intermountain Gas company.

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

1. 10-06-2025 Intermountain Gas 20-year extension to the franchise agreement
2. Twin Falls - Ordinance - Intermountain Gas Franchise - Final 2025-10-02



Date: Monday, November 24, 2025
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

Request:

ACTION ITEM: Consideration of a twenty-year extension to the Intermountain Gas Company to its franchise agreement with the City of Twin Falls.

Time Estimate:

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

Background:

The City of Twin Falls entered into a franchise agreement more than 30 years. The current agreement will expire in December 2025. If passed by the City Council, this ordinance will extend the franchise agreement between the City and the Intermountain Gas Company for a period of 20 years.

The agreement allows the Intermountain Gas Company the right to use the City's rights-of-ways. In exchange for this use, the City will receive three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant. Since FY 2022, the City has received an average of \$421,192 annually.

The City of Twin Falls has the right to enter into the franchise agreement with the passage of this ordinance, per Idaho Code Section 50-329 (see below).

This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term(s).

The City of Twin Falls published this ordinance in advance of the City Council's consideration, as required by Idaho Code Section 50-329 (see below). The City did not receive any comments prior to the publication of the Agenda.

The Ordinance has been reviewed by members of the City's staff as well as Legal Counsel.

Approval Process:

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

Budget Impact:

While there are not any expenditures to the City, revenues from the franchise agreement have been included in the FY 2026 adopted budget.

Regulatory Impact:

Section 50-329 - FRANCHISE ORDINANCES — REGULATIONS. No ordinance granting a franchise in any city shall be passed on the day of its introduction, nor for thirty (30) days thereafter, nor until such ordinance shall have been published in at least one (1) issue of the official newspaper of the city; and after such publication, such proposed ordinance shall not thereafter and before its passage be amended

in any particular wherein the amendment shall impose terms, conditions or privileges less favorable to the city than the proposed ordinance as published; but amendments favorable to the city may be made at any time and after publication; provided that an ordinance granting a franchise to lay a spur, railroad track or tracks connecting manufacturing plants, warehouses or other private property with a main railroad line, need not be published before the same is passed by the council. No franchise shall be created or granted by the city council otherwise than by ordinance, and the passage of any such ordinance shall require the affirmative vote of one-half (1/2) plus one (1) of the members of the full council. Franchises created or granted by the city council for electric, natural gas or water public utilities, as defined in chapter 1, title 61, Idaho Code, or to cooperative electrical associations, as defined in section 63-3501(a), Idaho Code, shall be for terms of not less than ten (10) years and not greater than fifty (50) years unless otherwise agreed to by the utility or cooperative electrical association. All publications of ordinances granting a franchise, both before and after passage, shall be made at the expense of the applicant or grantee. Where an ordinance granting a franchise is sought to be amended after the same has been in force, the provisions of this section as to publication, before final action upon such amendment, shall apply as in cases of proposed ordinances granting original franchises.

Conclusion:

Staff recommends that Council approval of the Franchise Agreement with the Intermountain Gas Company and authorize the Mayor to sign the Agreement.

Attachments

Franchise Agreement between the City of Twin Falls and the Intermountain Gas Company.

ORDINANCE NO. ____ O-2025-019 ____

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, GRANTING TO INTERMOUNTAIN GAS COMPANY A TWENTY (20) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM; PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY; SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT; PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S PLANS, ACCOUNTS, AND BOOKS; REQUIRING GRANTEE TO FURNISH CERTAIN MAPS; SETTING FORTH THE ANNUAL PAYMENT TO THE CITY, AND THE FILING OF ANNUAL REPORTS WITH THE CITY; REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE; REQUIRING COMPLIANCE WITH SAFETY REGULATIONS; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR SURRENDER OF FRANCHISE; GRANTING RIGHT TO SALVAGE; REQUIRING WRITTEN ACCEPTANCE; PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE; PROVIDING FOR PAYMENT OF PUBLICATION COST; SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL,

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF TWIN FALLS, IDAHO;

Section 1: Grant of Authority.

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a twenty (20) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Twin Falls, Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

Section 2: Use of Streets and Rules Governing the Same.

Grantee shall secure a permit for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no fee shall be required of Grantee for any such permit. Grantee expressly acknowledges that some streets within the City are under the jurisdiction of the Idaho Transportation Department and County Highway Districts, and that such entity may have fees, rules, regulations, and permit requirements that may be unaffected by this ordinance. Grantee may, however, open or disturb the streets, alleys, and public places without a permit if an uncontrolled release of natural gas or an emergency exists requiring the immediate repair of facilities or restoration of natural gas service. The location or relocation of all facilities

shall be made under the supervision and with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall pave or repave any street or shall change the grade or line of any street or public place or shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City may apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

Section 3: Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets.

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all City streets and alleys to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of three years from the completion of work all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at any time and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

Section 4: Term of Franchise and Grant.

Such right and authority, permission and power is hereby granted for a term of twenty (20) years from and after the date of the final acceptance of this Ordinance by the Company, herein referred to as the primary term. This franchise will automatically renew for successive periods of ten (10) years unless cancelled at the end of a term by either party by written notice to the other party no less than 180 calendar days prior to the end of the primary term or the then current successive term.

Section 5: City Right to Inspection of Grantee's Plans, Accounts and Books – Grantee to Furnish Certain Maps.

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City or their contractors shall request line locates per the requirements of Idaho Statute Title 55 Chapter 22 Underground Facilities Damage Prevention.

Section 6: Payment To City And Filing Of Annual Written Report With The City

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers' franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

Section 7: Grantee Liability - Indemnification

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence or intentional acts on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the grantee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

Section 8: Insurance

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against

property damage in an amount not less than \$500,000.00 and bodily injury with limits of not less than \$500,000.00 per person and \$1,000,000.00 total for each occurrence. Provided, however, the minimum limits of insurance as set forth herein shall be automatically increased at any time the liability limits of the City are increased pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation.

Section 9: Safety Regulation Compliance

Grantee shall comply with and conform to all safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

Section 10: Agreement Not to Compete – Reserve to City Power of Eminent Domain

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

Section 11: Surrender of Franchise

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore City's streets and alleys damaged by such salvage operation.

Section 12: Written Acceptance

The Grantee shall within thirty (30) days after the passage and publication of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

Section 13: Publication Costs

The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

Section 14: Forfeiture

Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, ID 83709, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

Section 15: Separability

If any part or parts of this ordinance shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any other part or parts hereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. The City declares that it would have passed the remaining parts of this ordinance if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

Section 16: Repeal

All ordinances and parts or ordinances of City in conflict herewith shall be, and the same are hereby repealed.

Section 17: Notifications

Whenever this Franchise calls for notice to or notification by any party, the same (unless otherwise specially provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made, or the act performed on the next succeeding business day which is not a legal holiday. Notices shall be directed to the parties as follows:

To the City:	City Clerk City of Twin Falls 203 Main Avenue East Twin Falls, ID 83301
To IGC:	Region Director Intermountain Gas Company 555 S Cole Road Boise, Idaho 83709

This Ordinance shall take effect and be in force on _____, following its passage, approval, and publication as required by law, and the execution of the “Acceptance and Consent” by Grantee.

DATED this ____ day of _____, 2025

CITY OF TWIN FALLS

Ruth Pierce, Mayor

ATTEST:

Amy Luna, City Clerk

ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and 'Grantee' in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee's execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this ____ day of _____, 2025

By: Eric Martuscelli
Its: VP, Field Operations & Customer Experience