



Twin Falls City Council Agenda

Monday, April 20, 2026, 5:00 PM

203 Main Ave E
Twin Falls, ID 83301

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

- 1) Call Meeting to Order/Confirmation of Quorum
- 2) Pledge of Allegiance
- 3) Proclamations
 - a) **ACTION ITEM:** Arbor Day
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council 2026 April 06, Minutes.
By: Amy Luna, City Clerk
 - b) **ACTION ITEM:** Request to approve City Council 2026 April 13, Minutes.
By: Amy Luna, City Clerk
 - c) **ACTION ITEM:** Request to approve Accounts Payable for April 09-15, 2026.
By: Amy Luna, City Clerk
 - d) **ACTION ITEM:** Consideration of a request to approve an airport lease agreement with SkyWest Airlines and authorize the Mayor to sign the agreement.
By: Matt Barnes, Airport Director
 - e) **ACTION ITEM:** Consideration of a request to terminate an easement on 324 Ostrander St.
By: Troy Vitek, City Engineer
- 5) Items of Consideration
 - a) **PRESENTATION:** Presentation recognizing promotions within the Twin Falls Fire Department: Battalion Chief Joell Miller; Captains Andy Stephenson and KodyLewin; and Driver/Operators Joe Renaldi and Lane Barker, with the ceremonial pinning of their new rank badges.
By: Mitchell Brooks, Fire Chief
 - b) **ACTION ITEM:** Request authorization to begin contract negotiations with the top five-ranked firms for development of the City of Twin Falls Emergency Operations Plan (EOP).
By: Courtney Cunningham, CSO III, Erin Steel, Assistant Public Works Director
 - c) **ACTION ITEM:** Request to use contingency funds during negotiations for the City of Twin Falls Emergency Operations Plan (EOP).
By: Erin Steel, Assistant Public Works Director, Mitchell Brooks, Fire Chief
 - d) **ACTION ITEM:** Consideration of a request to adopt the amended chapter 14 Ordinance NO. 0-2026-004 of the City Code pertaining to Transient Merchants, Vendors, Peddlers and Solicitors.
By: Brent Wright, Captain
 - e) **PRESENTATION:** Magic Valley MPO and Long-Range Planning Update.
By: Nathan Jerke, MVMPO Executive Director
- 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 other speakers.
3. All presenters shall remain respectful.

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

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

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chair 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 Chair, 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 public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chair 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 Chair. The spokesperson shall be limited to 15 minutes.**
 - **Written comments, including e-mail, shall be received 2 business days prior to the date of the hearing to be accepted for consideration by the hearing body.**
8. Following the Public Testimony, the applicant is permitted five (5) minutes to respond.
9. Following the Public Testimony and Applicant's response, Council or Commission members, as recognized by the Mayor or Chair, 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 Chair may limit the time permitted for the answer.
10. The Mayor or Chair 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

Arbor Day Proclamation

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

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

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

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

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

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

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

**THEREFORE, I, Jason Brown, Mayor of the City of Twin Falls, do hereby proclaim
Friday, April 24th, 2026 as**

ARBOR DAY

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

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

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

*Jason Brown, Mayor
City of Twin Falls*

*Amy Luna
Deputy City Clerk*



Twin Falls City Council Minutes

Monday, April 6, 2026, 5:00 PM

203 Main Ave W
Twin Falls, ID 83301

1) Call Meeting to Order/Confirmation of Quorum

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Fire Chief Mitchell Brooks, Chief Matt Hicks, Public Information Coordinator Joshua Palmer, Parks & Recreation Director Wendy Davis, Utility Services Supervisor Chelsea Ross, Public Works Director Josh Baird, CFO Breanna Howard, P&Z Director Jonathan Spendlove.

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

2) Pledge of Allegiance

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

3) Invocation

a) Invocation from Paul Thompson from Eastside Baptist Church.
Mayor Brown thanked Pastor Thompson.

4) Proclamations

- a) Week of the Young Child
Mayor Brown read and presented the *Week of Young Child* Proclamation.
- b) Month of the Military Child
Mayor Brown read and presented the *Month of the Military Child* Proclamation.
- c) Community College Month
Mayor Brown read and presented the *Community College Month* Proclamation.

5) Consent Calendar

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

- a) Request to approve City Council March 30, 2026, Minutes.
- b) Request to approve Accounts payable for March 26-April 1, 2026.
- c) Request to approve Travel requests for April 1, 2026.
- d) Request City Council approve the Special Event Permit for the organizers of the America250TF.
- e) Request City Council approve the Special Event Permit for the organizers of the Kids Day Celebration - Pokémon Theme.
- f) Request City Council to approve the Special Event Permit for the organizers of the National Day of Prayer.
- g) Request to approve Findings of Facts and Conclusions of Law for the following: PZ26-0002 - Annexation PZ26-0035 - Final Plat - Knife River
- h) Motion to declare city equipment #4545 2001 C7500 Bucket Truck surplus and authorize its sale by online auction.

6) Items of Consideration

- a) Consider a Request to Confirm the Mayor's appointment of McKenzie Redd and reappointment Christiana Sipe-Pauley and Todd Shaw to serve on the Parks and Recreation Commission.
Parks and Recreation Director Davis requested to confirm the mayor's appointment of McKenzie Redd and the reappointment of Christiana Sipe-Pauley and Todd Shaw to serve on the Parks and Recreation Commission.

Discussion ensued on the following: None.

MOTION: Vice Mayor Hawkins moved to approve the request to confirm the mayor's appointment of McKenzie Redd and the reappointment of Christiana Sipe-Pauley and Todd Shaw to serve on the Parks and Recreation Commission. **Council Member Reid** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Presentation on PSI's RFP response, Limited vs. Unlimited waste, and the new proposed recycling program
Utility Service Manager Ross gave a presentation on PSI's RFP response, Limited vs. Unlimited waste, and the newly proposed recycling program.

Discussion ensued on the following:

Council Member Stone: How often do you see extra bags?

Council Member Vollmer: Is there a limit on the number of cans a citizen can have?

Mayor Brown: What would be considered a bulky item?

Council Member Pierce: Asked for clarification.

Council Member Reid: Asked about the recycling options and if it is all or nothing. This would be City wide.

Council Member Stone: Are there any other cities that follow this recommendation?

Council Member Pierce: How many customers do you estimate as being recycling customers?

Council Member Reid: Is there a guarantee that this will work, and then we must start pulling things back again?

City Manager Rothweiler: Gave some clarification on terminology in the agreement.

Council Member Stone: Would like to see a cost-by-cost spreadsheet with the contract presentation.

Council Member Pierce: When should we expect to get the staff recommendation on this?

Mayor Brown: Reiterated some items for clarification.

Council Member Reid: Asked what staff is looking for tonight.

Council Member Reid: Spoke in favor of the recycling option with limits on increased costs.

Council Member Vollmer: Spoke in favor of option 4

Council Member Stone: Asked for clarification on Council Member Reid's desire. Would like to go along with Reid.

Council Member Pierce: Spoke about the options.

Vice Mayor Hawkins: In favor of option 2

Council Member Murray: would like to see a combination of 3 and 4 options, but not passionate right now.

Mayor Brown: Would like to see a better breakdown of the costs.

Council Member Vollmer: Asked for clarification.

Council Member Pierce: Some customers don't put out garbage every week and therefore subsidize other citizens.

Council Member Reid: Asked for some clarification on some of the language. Stated that education is the key.

Council Member Stone: Asked for some clarification.

Mayor Brown: Would like to see all trash be contained so that it is easy to be picked up. Would we be able to do phases with this?

Vice Mayor Hawkins: Let's keep it simple.

Council Member Murray: Asked for some clarification regarding growth.

Mayor Brown: Thanked the presenter.

- c) Seeking City Council priorities on the development of the FY 2026-2027 budget.

City Manager Rothweiler spoke with the council about priorities for the development of the FY 2026-2027 Budget.

Discussion ensued on the following:

Council Member Stone: Do you still think that a local sales tax is still a viable option?

Council Member Pierce: Spoke about being competitive with our employees, being an important priority.

Council Member Reid: Spoke about communication with the citizens being very important.

Mayor Brown: Asked if the council can email comments to staff as they think about these options.

7) General Public Input

Citizen Avalon Martinez spoke about an event coming up in June and if she could add a day to that event. Also, she would like to know about pop-up events in front of her business through the summer.

8) Advisory Board Report/Announcements

Council Member Murray spoke about the funeral of Doug Manning that he attended on Friday.

Vice Mayor Hawkins spoke about the AIC district meeting on April 23, 2026, here in Twin Falls,

9) Adjournment

The meeting adjourned at 06:42 PM.

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



Twin Falls City Council Minutes

Monday, April 13, 2026, 5:00 PM

203 Main Ave E
Twin Falls, ID 83301

1) Call Meeting to Order/Confirmation of Quorum

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

Absent:

Staff Present: City Manager Travis Rothweiler, Deputy City Manager Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Police Captain Brent Wright, Fire Chief Mitchell Brooks, Public Information Coordinator Joshua Palmer, City Engineer Troy Vitek, Streets Superintendent Mark Thomson, Streets Supervisor Bud Stradley, Sgt. Ryan Howe, Staff Engineer Sam O'Leary, Economic Development Director Shawn Barigar.

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

2) Pledge of Allegiance

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

3) Proclamations

a) Youth Appreciation Week

Mayor Brown read and presented the Youth Appreciation Week Proclamation.

b) Neurodiagnostic Week

Mayor Brown read and presented the Neurodiagnostic Week Proclamation.

4) Consent Calendar

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

a) Request to approve City Council 2026 April 06, Minutes.

b) Request to approve Accounts Payable for April 02-08, 2026.

c) Request City Council to approve the Special Event Permit for the organizers of the Cincode Mayo Mother's Day Fiesta.

d) Request City Council to approve the Special Event Permit for the organizers of the TFHSChoir Concert.

e) Request City Council approve the Special Event Permit for the organizers of the Twin Falls Tonight.

f) Request City Council approve the Special Event Permit for the organizers of the KTSY Summer Concert Series.

g) Request City Council approve the Special Event Permit for the organizers of the Twin Falls Western Days.

h) Request City Council approve the Special Event Permit for the organizers of the Chobani Summer Program.

i) Request City Council approve the Special Event Permit for the organizers of the Special Olympics Law Enforcement Torch Run.

j) Request City Council approve the Special Event Permit for the organizers of the Cirque Italia.

k) Request to accept the Improvement Agreement for the purpose of developing Believers Church public infrastructure for a future place of worship.

5) Items of Consideration

a) Request to Award the 2026 Seal Coat Project - Chip Seal to Boswell Asphalt Paving Solutions, Inc. in the amount of \$1.6 million.

Staff Engineer O'Leary requested to award the 2026 Seal Coat Project — Chip Seal to Boswell Asphalt Paving Solutions, Inc. in the amount of \$1.6 million.

Discussion ensued on the following:

Council Member Reid: Asked about the cleanup at the end of the project?

Council Member Murray: Asked about the life of the project.

MOTION: Council Member Pierce moved to approve the request to award the 2026 Seal Coat Project — Chip Seal to Boswell Asphalt Paving Solutions, Inc. in the amount of \$1.6 million. **Council Member Vollmer** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

City Manager Rottweiler announced that Sam O'Leary has passed her Engineering License test and is now a full-fledged Engineer.

- b) Consideration of a request to accept a \$2,500 America250 in Idaho Celebration Fund grant and authorize the mayor to execute the grant agreement.
Economic Development Director Barigar requested the council accept a \$2500 America250 grant and authorize the mayor to execute the agreement.

Discussion ensued with the following: None.

MOTION: Council Member Vollmer moved to approve the request to accept a \$2500 America250 grant and authorize the mayor to execute the agreement. **Vice Mayor Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

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

****This item will be moved to next week for some paperwork adjustments.**

- d) Consideration of a waiver request for selling alcohol closer than 300 feet to a school or church (Idaho Statute 23-303)
Police Captain Wright requested a waiver for selling alcohol closer than 300ft to a school or church, requested by a business owner.

Discussion ensued on the following:

Council Member Pierce: Asked how far the applicant is from the school?

City Manager Rothweiler: Gave some clarification on the request. **Council Member Vollmer:** Do we have any others within the City Limits? **Council Member Stone:** Will be abstaining from this vote.

MOTION: Council Member Pierce moved to approve the request to sell alcohol closer than 300ft to a school or church, requesting a business owner. **Council Member Murray** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 1 to 0 with 1 abstention.

- e) Request the allocation of additional funds from the wastewater reserves in the amount of \$51,414.15 to cover fiscal year 2024-2025 contract overages on the OMI (Jacobs) contract for the operations of the wastewater treatment plant and lift stations.
Environmental Manager Erickson requested to allocate additional funds from the wastewater reserves in the amount of \$51,414.15 to cover fiscal year 2024-2025 contract overages on the OMI (Jacobs) contract for the operations of the wastewater treatment plant and lift stations.

Discussion ensued on the following:

Council Member Stone: How much are we traditionally allocating year over year for projects at the plant?

City Manager Rothweiler: Gave some clarifying information.

Council Member Stone: Gave some additional clarification.

Council Member Murray: Asked for some clarification on the why.

Council Member Reid: Thanked the Partners.

MOTION: Council Member Reid moved to approve the request to allocate additional funds from the wastewater reserves in the amount of \$51,414.15 to cover fiscal year 2024-2025 contract overages on the OMI (Jacobs) contract for the operations of the wastewater treatment plant and lift stations. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

6) General Public Input

Citizen Maria Hernandez spoke about some assistance by the Twin Falls Police Department and thanked the officer for his assistance.

Citizen Matty Cameron spoke about the PSI discussion that took place last week and asked that council

7) Advisory Board Report/Announcements

Council Member Reid reported on the Airport Advisory Commission.

Council Member Hawkins reported on the Public Arts Commission.

Council Member Murray reported on the Public Library Commission.

Mayor Brown reported on the Greater Transportation Commission.

City Manager Rothweiler gave some clarification on the Greater Transportation meeting coming up.

8) Public Hearings

- a) Request for a Zoning District Change to add "Professional Office Overlay" to property located at 2111 Addison Ave E. c/o Mark Jones on behalf of Carolyn Matsuoka.

Mayor Brown announced that the public hearing has been **rescheduled to April 27, 2026**.

9) Executive Session

- a) Request to adjourn to Executive Session pursuant to Idaho Code § 74-206(1) (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

MOTION: Council Member Reid moved to convene Executive Session 74206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

10) Adjournment

Adjourn to Executive Session at 05:43 PM. Regular meeting adjourned at 06:20 PM.

Amy Luna, Deputy City Clerk

****If you wish to have a full account of this meeting, please listen to the recording that is located on our website. **** Tfid.org



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From: Matt Barnes, Airport Manager

ACTION ITEM

Request:

Consideration of a request to approve an airport lease agreement with SkyWest Airlines and authorize the Mayor to sign the agreement.

Time Estimate:

Consent item.

Background:

The airport has developed a new lease agreement for SkyWest Airlines. The airline lease agreement was with Delta prior to SkyWest taking over management of the route. SkyWest still maintains a business relationship with Delta to operate SkyWest aircraft and station operations at Joslin Field with routes to Salt Lake City. This arrangement is like previous business operations that have occurred at the airport between SkyWest and Delta.

At the time of this writing, staff is working with Delta Airlines on a lease termination agreement that will be brought to Council after legal review.

Approval Process:

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

Budget Impact:

This agreement will maintain the terms, rent, and fee structures in place with Delta.

Regulatory Impact:

The SkyWest lease agreement was negotiated by staff and reviewed and approved by the City Attorney's office.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the request to execute the new SkyWest Airline lease agreement, and authorize the Mayor to sign the agreement.

Attachments:

1. 2026 SkyWest Lease FINAL w Exhibits 0.5 SIGNED

AIRPORT LEASE AGREEMENT - AIRLINE

THIS AIRPORT LEASE AGREEMENT – AIRLINE (“Lease”) is made effective the 1st day of March 2026, by and between the **CITY OF TWIN FALLS, IDAHO**, hereinafter referred to as “Lessor”, and **SKYWEST AIRLINES, INC.**, a Utah Corporation 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 rental specified below, the Lessor hereby leases to Lessee the below-described property, hereinafter called the “Premises,” consisting of 3,538 square feet of terminal building space at Joslin Field – Magic Valley Regional Airport (“Airport”) as depicted on Exhibit A attached hereto.
 - A. **Exclusive Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s exclusive use during the Term of this Lease:
 - i. Airline Office consisting of 659 square feet.
 - ii. Counters consisting of four (4) ticket counter positions for a total square footage of 232 square feet.
 - iii. Ticket Kiosks- Two (2) kiosks consisting of 80 square feet.
 - iv. Gate Podium - one (1) podium consisting of 110 square feet.
 - v. Communications Room consisting of 22 square feet; and,
 - vi. Utility Room consisting of twenty-five (25) square feet.
 - B. **Common Use Areas.** Lessor hereby leases to Lessee the following areas of the terminal building for Lessee’s use in common or jointly with other lessees during the Term of this agreement:
 - i. Bag Makeup Room consisting of 1,684 square feet and,
 - ii. Bag Claim Area consisting of 726 square feet
 - iii. Gate Hold Room
2. **Term of Lease.** The Term of this Lease shall commence on the 1st day of March 2026 and end on the 30th day of September, 2029 (the “Term”).

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 (30) 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, mail, and cargo by air. Lessee may, as part of its

operations, utilize airport facilities and property not otherwise exclusively leased for the benefit of others, but open to the public, to carry out 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, invitees, contractors, 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 Federal Aviation Administration 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.**

- a) **Initial Rent for Exclusive Use Areas.** Rental for the period March 1st, 2026, through September 30th, 2026, shall be at the rate of \$19.01 per square foot per year, for an annual rent of \$21,443.28 which shall be prorated and paid in monthly installments in advance at the rate of \$1,786.94 per month. Beginning October 1st, 2026, the rental rate will be \$19.50 per square foot per year for an annual rent of \$21,996.00 which shall be prorated and paid in monthly installments in advance at the rate of \$1,833.00 per month.
- b) **Initial Rent for Common Use Areas.** Rental for the period March 1st, 2026, through September 30th, 2026, shall be at the rate of \$6.33 per square foot per year, for an annual rent of \$15,255.30 which shall be prorated and paid in monthly installments in advance at the rate of \$1,271.28 per month. Beginning October 1st, 2026, the rental rate will be \$6.49 per square foot per year for an annual rent of \$15,640.90 which shall be prorated and paid in monthly installments in advance at the rate of \$1,303.41 per month.
- c) **Rent Escalation.** The parties agree that rent for the Premises shall be subject to escalation on October 1st of each year following the commencement of this Lease. For purposes of determining future rents, the base rent payment effective October 1st, 2026, shall be \$19.50 per square foot per year. The annual change in the rent payment for future years 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 1st, 2026, was calculated as follows:

Annual average CPI for 2025	321.943
Less Annual average CPI for 2024	313.689
Difference =	321.943 – 313.689 = 8.254
Percentage Change =	8.254 divided by 313.689 = 0.026
Percent change	0.026 x 100 = 2.6 %

Future rents shall be calculated in accordance with the above formula. The rent payment shall be increased each October 1st if there is a positive percentage 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) 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 landing weight of each of Lessee's aircraft landing at the Airport during each calendar month.
- b) A.R.F.F. Fees. Lessee agrees to pay Lessor an ARFF service fee of \$88.21. The ARFF fee will be charged for each first-flight-of-day morning departure and each aircraft staying overnight. In addition, each aircraft not staying overnight which arrives and deplanes and enplanes passengers then departs will be subject to one ARFF charge to include both the arrival and departure. (For example: 2 daily roundtrip flights with one ramp overnight aircraft equals 3 ARRF charges)
- c) Power Charge Fees. Lessee agrees to pay Lessor a power charge fee each month in the amount of \$220.00 for ramp lighting, ground equipment charging, ground power units, airplane heating and heating of de-icing equipment.
- d) The Landing Fees, A.R.F.F. Fees and Power Charge Fees shall be due and payable within 30 days of receipt of invoice by Lessee for fees incurred during the previous month. The parties agree that Lessor may adjust the above fees no greater than 4 % annually after providing Lessee with at least thirty (30) days' prior written notice prior to October 1st of the year that the increase is to become effective.

7. **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, except as may be expressly set forth herein, 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, except as may be expressly set forth herein, 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. Subject to Lessor's representations, warranties and obligations herein, Lessee is satisfied with the condition of the property and leases the Premises "AS IS" for all purposes; provided, however, that Lessee shall not be responsible or liable for any pre-existing environmental conditions.

8. Indemnity - Hazardous Substances. With the exception of products and materials used, stored, handled or transported in the ordinary course of its business, 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 wastes,” or the manufacture, release or disposal of “hazardous substances” without the prior written consent of Lessor, which may be withheld or granted in Lessor’s sole discretion.

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 applicable 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 the foregoing listed laws, regulations and ordinances and state analogs of such laws and other applicable environmental laws, regulations, and ordinances.

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 reasonable 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 Lessee’s failure to comply with any applicable environmental law or similar applicable laws or regulations that come into effect 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 applicable Federal, state or local authority in connection with such violations, 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 in this Section shall survive the expiration or sooner termination of this Lease and continue so long as Lessor remains responsible for any such spills

or discharges of hazardous substances or wastes in or about the Premises that occur during the Term. To the best of Lessor's knowledge, there are no known hazardous substance spills, in or about the Premises and related airport facilities.

9. 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 applicable local, state, and federal environmental laws 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 Section 8 at, upon, under or within the Premises, or related airport facilities, including the storm sewer, or any contiguous real estate except in compliance with applicable environmental law. 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 applicable 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 cleanup, containment and abatement of such contamination to the standard required under applicable environmental laws for use of the Premises as an airport facility at Lessee's sole cost and expense. Should the Lessee fail to do so, Lessor will provide written notice to Lessee to take such action, unless circumstances require immediate action by Lessor. Following reasonable notice, if Lessee fails to take action, or when the circumstances require immediate action, Lessor, at its option, but without obligation, may take any reasonable and appropriate action in compliance with applicable environmental laws 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 as required under applicable environmental law 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 caused by Lessee or its employees, agents, invitees, licensees, subtenants, assignees or others under its control and shall promptly forward to the Lessor and the Airport Manager, copies of all orders, notices, permits, applications, or other communications and reports received by Lessee in connection with any such spill or release, or any other matters relating to applicable environmental laws or related regulations or any similar applicable laws or regulations, as they may affect the Premises.

10. Signage. Lessee shall not erect, maintain, or display upon the outside of any improvements on the leased Premises any signs unless permitted by Twin Falls City Code § 10-9-1 et seq. as currently written or hereafter amended.

- 11. Assignments and Subleases.** Lessee may sublease the Premises or assign this Lease for the uses described in Section 3 after first obtaining Lessor's written consent. Said consent will not be unreasonably withheld, conditioned, or delayed.
- a) No assignment or sublease releases the Lessee from 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.
- 12. 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.
- In the event that 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 substantially completed within one (1) year of the date of approval by the Airport Advisory Commission and, unless otherwise approved by the Airport Advisory Commission, fully completed within eighteen (18) 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 or be a nuisance to any other Lessee.
- 13. 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.
- 14. Compliance With Law.** Lessee agrees to comply with all applicable city, county, 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 amended during the Term of this Lease, provided that they do not conflict with the terms hereof and are enforced by the Lessor in a non-discriminatory manner. By signing this Lease, Lessee acknowledges receipt of a current copy of the airport's rules and regulations.
- 15. Utilities.** During the term of this Lease, Lessor agrees to pay for all water, gas, electricity and other utilities used in or about said Premises.
- 16. Fire Hazards.** Lessee shall not do anything on the Premises or bring or keep anything thereon that will increase the risk of fire, or that conflict with the regulations of the Twin Falls City Fire Department.
- 17. Waste Prohibited.** Lessee shall not commit any waste or damage to the Premises nor permit any waste or damage to be done thereto.

18. Right of Inspection. Upon prior written notice, Lessor shall have the right to enter the Premises at any reasonable time to examine the same and to ensure compliance with this Lease. However, Lessor shall have the immediate right to enter the Premises and inspect it without prior notice in the event of an emergency requiring action on the part of Lessor.

19. 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 negligence or willful misconduct or that of its employees, contractors, subcontractors or agents, 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 the Lessor harmless for claims, liability, loss, damage or expense to the extent resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Section 20.

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, except to the extent resulting from Lessor's negligence or willful misconduct.

Lessee hereby agrees with Lessor that Lessor shall not be liable for injury to Lessee's business or any loss of income there from 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, except to the extent resulting from Lessor's negligence or willful misconduct.

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.

20. Liability Insurance. Lessee shall maintain at its expense a policy of Aviation 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 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 Section, 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, with an AM Best Guide, or its international equivalent, rating of no less than A-(VIII) 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 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 certificates of deposit with Lessor.

21. Termination. Either Lessor or Lessee may terminate this Lease at any time by giving at least sixty (60) days' advance written notice to the other party.

22. Lessee's duties upon Termination or Expiration. Upon the expiration or sooner termination of this Lease, Lessee agrees to do the following:

- a) Lessee agrees to remove all of Lessee's personal property, including trade fixtures, owned or leased by Lessee and used upon the Premises, prior to the termination or expiration of this Lease at Lessee's sole cost and expense.
- b) Lessee shall repair any damage to the Premises caused by such removal or by the original installation of the personal property.
- c) Lessee further agrees to surrender the Premises free from environmental contamination of any kind to the extent caused by Lessee, Lessee's employees and agents.

23. 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 Section 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 Section 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.

24. Maintenance. The parties agree that the maintenance responsibilities shall be as set forth in the matrix attached hereto as Exhibit B. In the event that the Airport Manager determines that Lessee has failed to comply with the terms of this Section, Lessor may take such action

as is required by this Section, and charge Lessee the actual cost incurred to comply with this Section or a reasonable fee for the services.

25. 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 covenants and agrees, 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.

26. 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 at the Airport, and Lessor reserves the right to grant to others the privilege and right to conduct any one or all activities of an aeronautical nature.

27. 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.

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


IN WITNESS WHEREOF, Lessor and Lessee have executed this Airport Lease Agreement, as of, but not necessarily on, the day and year first above written.

LESSOR:
City of Twin Falls, Idaho,
a municipal corporation,

By _____
Jason Brown

Mayor, City of Twin Falls, ID

LESSEE:
SkyWest Airlines, Inc.

By  _____
Wade Steel

Chief Commercial Officer

MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES

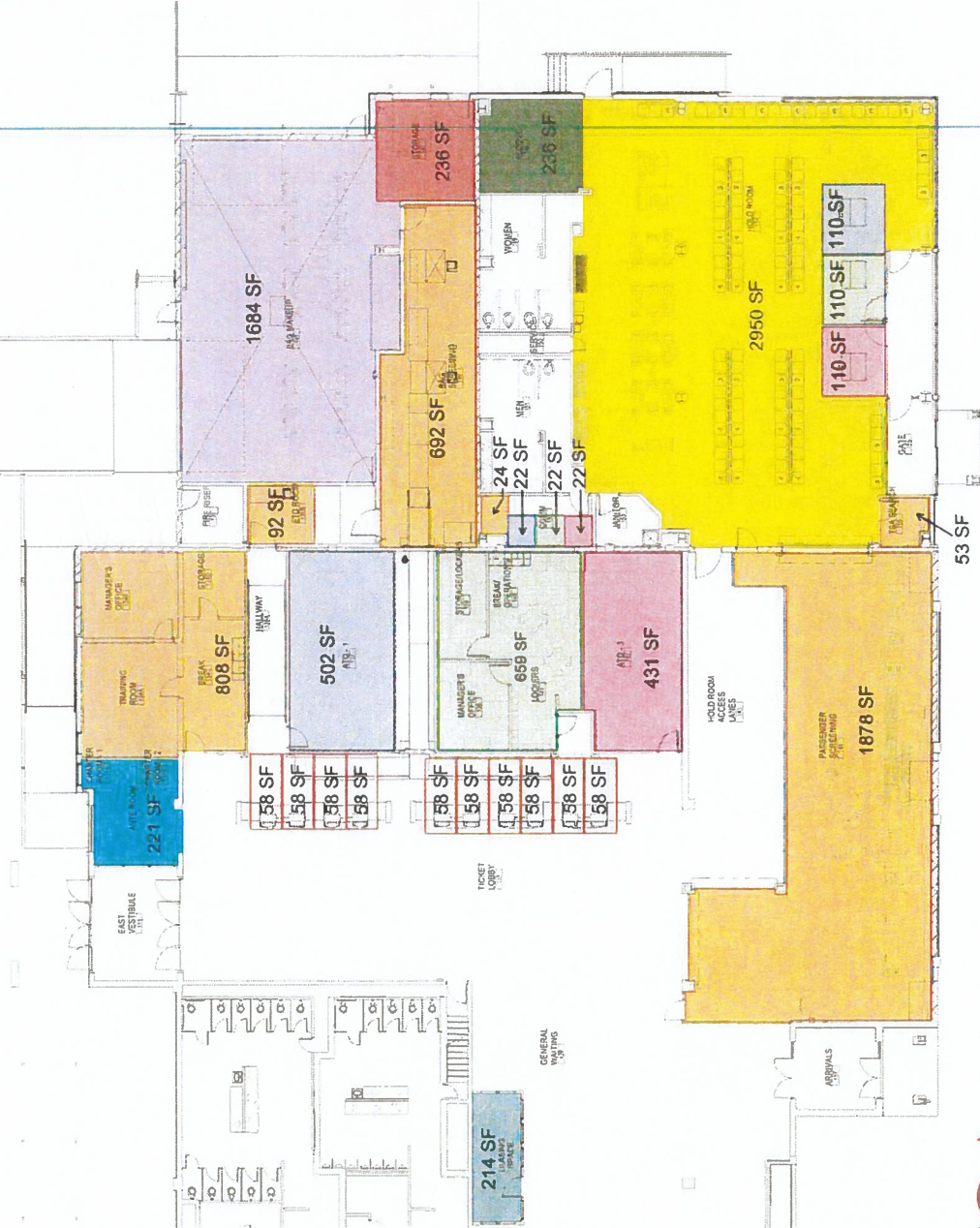


Exhibit A



MAGIC VALLEY REGIONAL AIRPORT TENANT LEASE SPACES

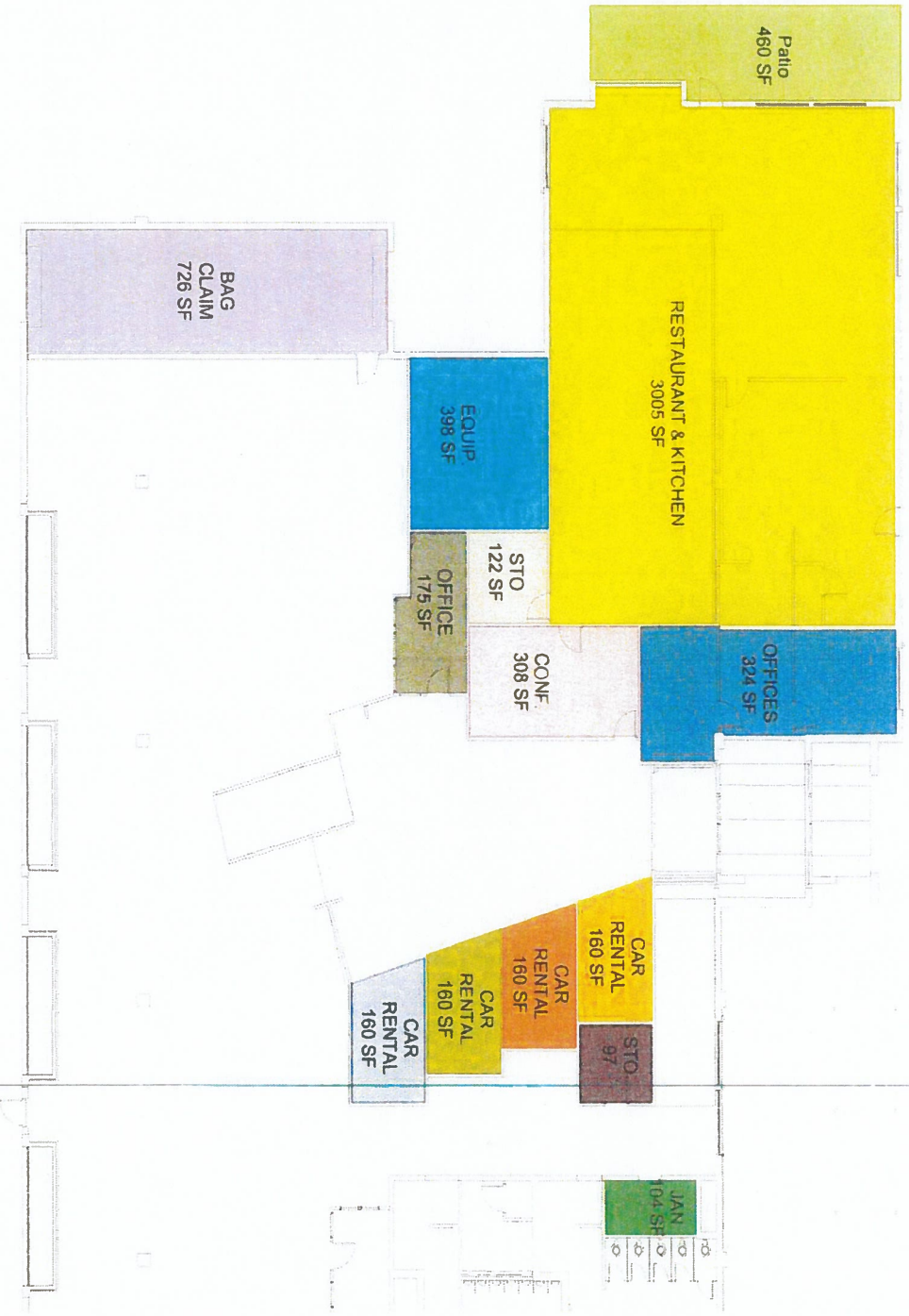


Exhibit A

EXHIBIT "B"

Maintenance Matrix

Use: Baggage Area/Office/Ticket Counter

The following information pertains to property within the premises

Lessee Responsibility

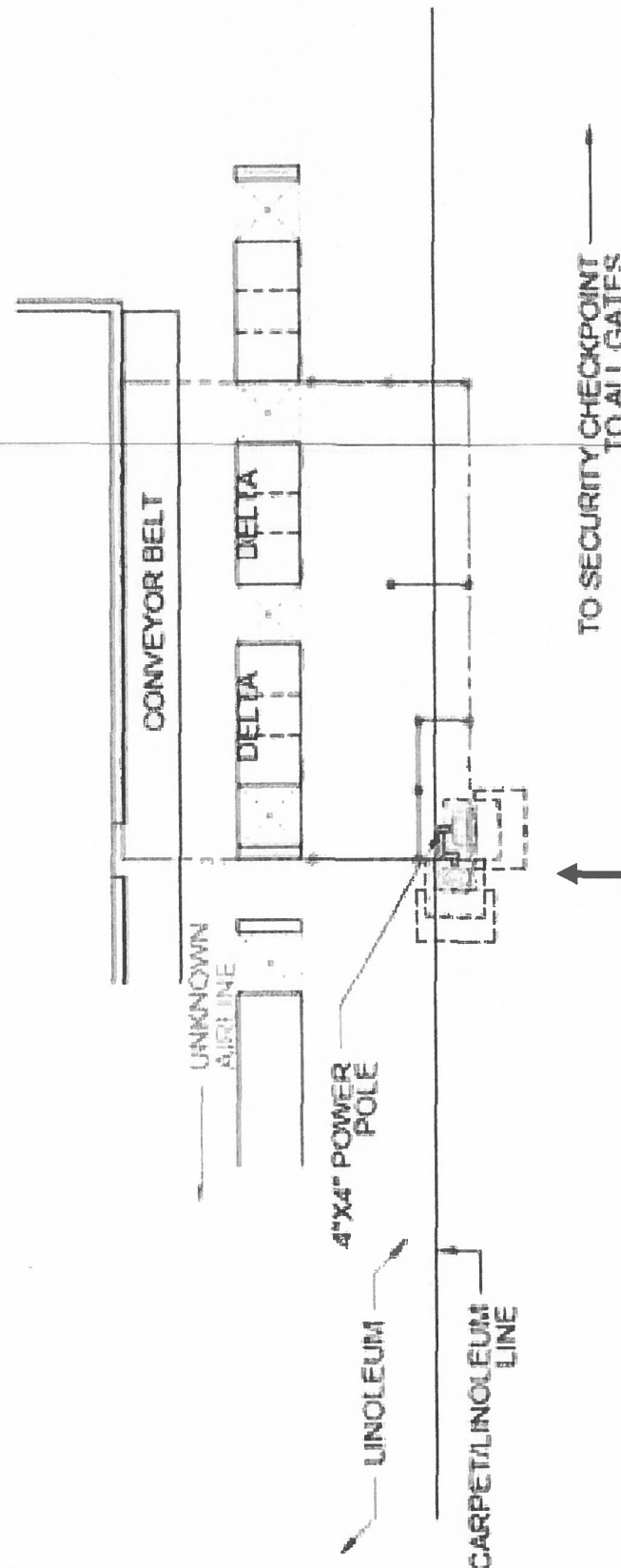
Lessee shall keep all of the systems and utilities identified as "Tenant" pertaining to the Premises, in good operating condition, working order and appearance, and in form and Function for which the systems, utilities and features was designed. The Magic Valley Regional Airport shall not have any responsibility for maintenance, repair, or replacement of any system or utility, or on the leased premises unless expressly stated in this Maintenance Matrix.

All items not expressly assigned to the Lessors in the Maintenance Matrix and all repairs or maintenance necessitated by the negligent or intentional act or omission of Lessee or the employees, agents or contractors of Lessee, are the exclusive responsibility of Lessee in accordance with the requirement set forth above and in the Lease.

	<i>Maintained By:</i>	
	<u>Lessors</u>	<u>Tenant</u>
1. CUSTODIAL SERVICE		
1.1. Windows – interior and exterior	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.2. Carpets within leased space	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.3. Interior walls, ceilings, floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.4. Trash collections, hauling & recycling including paved areas within Premises	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1.5. Trash collection (leased Premises)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
1.6. Trash collection (Common Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. ELECTRICAL SYSTEMS		
2.1. Primary electric service, up to and including the main electrical panel.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.2. Power from the main electrical panel throughout leased space, including conduit and wiring, sub-panels, power outlets, switches and all interior lamps	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.3. Exterior area lighting to include wiring and lighting fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.4. Exterior APU wiring and plugs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.5. Baggage belt and small appliances	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. FIRE SYSTEM		
3.1. Airport installed alarm and detection system units	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | | |
|---|-------------------------------------|-------------------------------------|
| 3.2. Additional fire system components due to tenant uses of space and any additions or modifications needed due to tenant changes in use or construction | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. H.V.A.C | | |
| 4.1. Affixed heating, ventilation, air conditioning system and associated controls to include central system | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. SIGNAGE | | |
| 5.1. Regulatory/traffic control | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5.2. Non-regulatory/traffic control | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5.3. Building identification and directory | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. STRUCTURE | | |
| 6.1. Exterior: components to include roofs, siding, gutters, drains, walkways, fascia, exterior doors, including overhead doors | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6.2. Interior structural components of interior walls including demising fencing and walls, and overhead cargo doors (not including damage caused by tenants) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6.3. Interior leased Premises to include, ceilings, walls and floors (including water proofing and sealing of all floor penetrations) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6.4. All interior and exterior locks | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6.5. Ticket counters/ maintenance and modifications | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7. WATER SYSTEMS / GROUND UTILITIES | | |
| 7.1. Storm sewers and sanitary sewers. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7.2. Utility fixtures (sinks, toilets, fountains) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7.3. Piping within the tenant's lease space | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7.4. Cold water pipe insulation | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7.5. Water heater | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7.6. Floor penetrations including scales | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7.7. Backflow prevention devices and potable water system | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. AREA AND GROUNDS | | |
| 8.1. Parking lot snow removal on Port property
Excluding walkways and leased space on airfield side of building | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8.2. Parking lot power sweeping on Port priority | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8.3. Landscaping; Port authorized landscaping (zoning upgrades) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8.4. Maintenance of all paved area including striping, Crack seal and overlays | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

SkyWest/TWF Lease
Additional Area for Ticket Kiosks



Delta Kiosks-Lease Area- 80 Sq. Ft.

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT ("Termination") is entered into this _____ day of _____, 20____, by the City of Twin Falls ("Grantor").

Grantor hereby terminates the Easement recorded on November 10, 1948, as Instrument No. 385583 in the office of the County Recorder for Twin Falls, Idaho, as amended (the "easement") and the Easement shall no longer be of any force or effect.

EXECUTED as of the date first set forth above.

GRANTOR:

City of Twin Falls,
A municipal corporation

By: _____
Jason Brown, Mayor of the City of Twin Falls

STATE OF IDAHO

) ss.

County of Twin Falls

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jason Brown, Mayor of the City of Twin Falls**, known to me to be the person whose name is) subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the **City of Twin Falls**.

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: _____

Lateral Sewer Easement

68
11-30

THIS AGREEMENT Made this 8th day of October, 1948, by and between LOUIS C. ZIRKLE and ELLA C. ZIRKLE; his wife.

hereinafter called the grantor, and CITY OF TWIN FALLS, IDAHO, a Municipal Corporation, hereinafter called the grantee, WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the grantee to the grantor, receipt whereof is hereby acknowledged, it is mutually understood and agreed as follows:

That the grantor is the owner of the following described premises:

Lot 6 of the Vandembark Subdivision of the West Park Subdivision of the Delong Addition to Twin Falls, Idaho.

That the grantor hereby grants to the grantee the right and authority to construct, operate and maintain a lateral sewer line upon said premises along a course approximately as follows:

A strip of land for a lateral sewer across Lot 6 of the Vandembark Subdivision of the West Park Subdivision of the Delong Addition to Twin Falls, said strip of land being 7½ feet wide along the north boundary of said Lot.

That the grantee shall have the right to connect other pipelines to said lateral sewer line upon the premises of the grantor at such times as the grantee shall deem necessary and proper, and in making such connections may go upon the above-described premises and excavate a ditch large enough to construct the connecting pipeline and its attachments.

TO HAVE AND TO HOLD the said easement or right-of-way hereby granted unto the grantee so long as the grantee shall continue to use said premises for lateral sewer line purposes.

IN WITNESS WHEREOF the grantor has subscribed this instrument the day and year first above written.

Louis C. Zirkle
Ella C. Zirkle

.....
.....
.....

STATE OF IDAHO }
County of TWIN FALLS } ss.

On this 8th day of October, 1948, before me, the undersigned, a Notary Public in and for said State, personally appeared LOUIS G. ZIRKLE and ELLA C. ZIRKLE, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

J. A. Vanderbark
Notary Public for the State of Idaho,
residing at Twin Falls, Idaho.

No. 385583

LATERAL SEWER EASEMENT

Ella C. Zirkle

TO

City of Twin Falls

STATE OF IDAHO, }
County of TWIN FALLS } ss.

I hereby certify that this instrument was filed for record at the request of

City

at 32 minutes past 4

o'clock P.M., on NOV 10 1948
in my office and duly recorded in Book
16 of Deeds at

page 222

C. A. RUILLES
Ex-Officio Recorder
By *William C. ...* Deputy

Fee \$ 20

RETURN TO:

City



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From: Mitchell Brooks, Chief

PRESENTATION

Request:

Presentation recognizing promotions within the Twin Falls Fire Department: Battalion Chief Joell Miller; Captains Andy Stephenson and Kody Lewin; and Driver/Operators Joe Renaldi and Lane Barker, with the ceremonial pinning of their new rank badges.

Time Estimate:

The presentation will take approximately 15 minutes.

Background:

Fire Chief Mitchell Brooks would like to take this opportunity to welcome and recognize our newly promoted Battalion Chief, Captains and Driver/Operators.

Effective Promotional Dates:

- Battalion Chief Joe Miller – April 30, 2026 (B Shift)
- Captain Andy Stephenson – March 27, 2026 (C Shift)
- Captain Kody Lewin – April 23, 2026 (A Shift)
- Driver/Operator Joe Renaldi – March 23, 2026 (A Shift)
- Driver/Operator Lane Barker – April 23, 2026 (A Shift)

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From: Courtney Cunningham, CSO III, Erin Steel, Assistant Public Works Director

ACTION ITEM

Request:

Request authorization to begin contract negotiations with the top five-ranked firms for development of the City of Twin Falls Emergency Operations Plan (EOP).

Time Estimate:

10 Minutes

Background:

In September 2025, the City issued a Request for Proposals (RFP) seeking qualified firms to develop a comprehensive Emergency Operations Plan (EOP) and supporting documents for the City of Twin Falls. The RFP outlined a full scope of work, including development of the EOP, a City Hall Emergency Action Plan, a citywide Continuity of Operations Plan (COOP), hazard and threat assessments, training materials, organizational structure, and identification of Emergency Operations Center (EOC) needs.

As part of the FY 2026 budget, the City Council approved funding to develop the Emergency Operations Plan.

The City received **15 proposals** by the December 2025 deadline. Staff evaluated all submittals using the criteria defined in the RFP, including approach, qualifications, relevant experience, previous work, and format.

Following the initial evaluation, staff interviewed the **top five firms**. Based on the interview scoring and total ranking, the following firms emerged as the highest-ranked respondents:

1. **Aanko Technologies** – Total Score: 4.85
2. **Tamarak** – Total Score: 4.56
3. **IEM** – Total Score: 4.55
4. **ADCOMM** – Total Score: 4.54
5. **ISCA (ISC)** – Total Score: 3.89

Staff is requesting authorization to enter contract negotiations with these firms in rank order. Per the RFP, if negotiations with the highest-ranked firm fail to produce a fair and reasonable agreement, the City may proceed to the next-ranked firm.

Approval Process:

A majority vote of the City Council authorizes staff to begin contract negotiations with the top five-ranked firms.

Budget Impact:

The City Council previously allocated funding in the FY 2026 budget to fund the development of the Emergency Operations Plan. Pending Council approval, staff will negotiate a scope.

Regulatory Impact:

None

History:

- September 2025 – RFP released
- October–November 2025 – 15 proposals received
- January–February 2026 – Review, scoring, and interviews of top 5 firms
- March 2026 – Project update presented to ELT summarizing progress and needs

Analysis:**Conclusion:**

Staff recommends the City Council authorize staff to begin negotiations with the following five highest-ranked firms:

1. **Aanko Technologies**
2. **Tamarak**
3. **IEM**
4. **ADCOMM**
5. **ISCA (ISC)**

Staff will return to the Council with a recommended contract once negotiations are complete.

Attachments:

1. InterviewRanking
2. EOP RFP 10-1-25

Interview Evaluation	IEM	ADCOMM	Tamarak	ISC	Aanko
Presentation and Proposal					
Similar projects for similar sized municipalities	4.5	4.3	4.7	3.8	4.8
Deliverables	4.3	4.5	4.8	3.2	4.9
Timeline	4.7	4.6	4.8	3.0	4.8
Training Plan	4.6	4.5	4.6	1.9	5.0
Interview questions					
What specific hazards or threats have you planned for in past projects (e.g., natural disasters, public health crises, infrastructure failures)?	4.4	4.2	4.6	4.5	4.7
How do you assess community-specific hazards and vulnerabilities?	4.7	4.6	4.4	4.7	4.9
Will you involve city staff in identifying gaps and operational realities?	4.6	4.9	4.5	4.6	4.8
Will the EOP support FEMA reimbursement and grant eligibility?	4.8	4.5	4.2	4.9	5.0
What strategies do you use to ensure public awareness and community buy-in for the EOP?	4.4	4.6	4.4	4.3	5.0
How do you recommend maintaining and updating the EOP over time?	4.3	4.6	4.6	4.0	4.8
Total	4.55	4.54	4.56	3.89	4.85
Cost	\$204,916	\$97,910	\$99,750	\$100,000	\$248,000



P.O. Box 1907

203 Main Avenue East

Twin Falls, Idaho 83303-1907

Fax: (208) 736-2275

Emergency Management Team

October 01, 2025

Request for Proposal Emergency Operations Plan

PURPOSE

The City of Twin Falls seeks proposals from qualified, experienced firms to develop an Emergency Operations Plan (EOP) for the City of Twin Falls. The firm selected will develop an EOP in conjunction with City staff. This plan will address all aspects of the City's response to, and recovery from, emergencies and disasters. It will comply with county, state, and federal emergency management standards (e.g., NIMS, FEMA).

BACKGROUND

The City of Twin Falls is a hub city in south-central Idaho, with a population of approximately 55,000 and a daily population exceeding 115,000, as people travel for recreation, healthcare, work, and shopping. We acknowledge the need for an EOP that considers the City's unique demographics and regional context. This plan is essential for guiding strategic decisions and actions before, during, and after emergencies, as well as for identifying and coordinating resources.

The City of Twin Falls employs approximately 350 employees. Currently, few departments within the city have emergency operation plans or emergency building plans. Recent events underscore the necessity for a cohesive master EOP for all City of Twin Falls employees and facilities.

SCOPE OF WORK

The consultant will be responsible for establishing the City of Twin Falls Emergency Operations Plan (EOP). The consultant will create a strategic plan document for the City that accounts for emergency management planning, response, partnerships, regional coordination, and training opportunities, ensuring compliance with federal and state requirements necessary in an EOP.

The consultant will also be responsible for establishing an Emergency Action Plan for the "City Hall" facility that includes emergency procedures, evacuation routes/shelter in-place, emergency shutoff locations, designated assembly areas, and emergency contact information.

EXPECTED PROJECT SCOPE

- **Development of the Emergency Operations Plan:** Develop a master plan specific to the City of Twin Falls that integrates and complies with all existing federal, state, and county regulations.
- **City Hall Facility Plan:** Create a facility-specific map, response plan, evacuation plan, and emergency contact list.
- **Continuity Of Operations Plan (COOP):** Review individual departments' emergency plans to help develop a COOP for the City to assure operational continuity in emergencies.
- **Sheltering and Evacuation Plan:** Identify evacuation strategies to include in the plan, and identify potential sheltering locations and required resources.
- **Hazard and Threat Identification:** Identify with City departments hazards and threats that include, but are not limited to, natural disasters, weaknesses in existing infrastructure, technological hazards, communication, and terrorism.
- **Coordination and Communication Strategies with Local and State Agencies:** Identify local, county, federal, and state agencies that will review the developed EOP and outline the coordination and communication with such agencies in an emergency. This should include the required steps and order of declaring disasters, requesting assistance, and requesting reimbursement.
- **Address Agency Needs:** List capital, technological, and personnel needs to execute the emergency operations plan and for establishing an Emergency Operations Center (EOC).
- **Develop an Adaptable Organizational Chart:** Assign responsibilities of specific roles throughout the City, based on existing job descriptions, and create an organizational chart that shows departmental structure, chain of command, and continuity of operations planning.
- **Training and Materials:** Develop training and materials needed to support the developed EOP. Include recommended training exercises and EOP review frequency recommendations.
- **Education and Outreach:** Recommend opportunities for public education and outreach on emergency protocols to mitigate risks.
- **Volunteer and Donation Coordination:** Develop a strategy for organizing and managing community volunteers and donations in the event of an emergency.
- **Staff Collaboration:** Work closely with key City of Twin Falls personnel to ensure the EOP accurately reflects the organization's needs.

EXPECTED DELIVERABLES

1. A fully completed EOP, ready for approval and implementation.
2. A City Hall Emergency Action Plan.
3. A citywide COOP.
4. A comprehensive report detailing the potential hazards, threats, and natural disasters that could be encountered in the city.
5. A comprehensive list of agencies that will review the EOP.
6. An adaptable Organizational Chart with assigned NIMS/FEMA roles in times of an emergency.
7. Comprehensive internal training.

8. Educational materials for public outreach.
9. A comprehensive list of agency needs, including potential locations for an EOC.
10. A developed strategy for volunteer coordination.
11. An anticipated project schedule with detailed milestone dates for each deliverable.

SUBMITTAL INFORMATION REQUESTED/QUALIFICATIONS

1. **Approach**—Provide a detailed outline of the proposed approach and methodology.
2. **Qualifications of the Firm and Staff**—Provide the roles, availability, and experience of the personnel involved in developing the EOP project. The preferred candidate will have experience working with cities and a working knowledge of the National Incident Management System (NIMS) and Incident Command System (ICS).
3. **Relevant Project Experience and References** – List and describe similar relevant projects performed by the team members and their specific project roles. Identify the owner of each relevant project, along with their name and phone number. Selected references may be contacted. Describe the project approach, proposed methods, and the anticipated typical timeline for completing the project.
4. **Previous Work** – Provide examples of comparable projects with a similar scope of work.
5. **Timeframe** – Provide a timeframe for milestones and project completion.

INTERVIEW

City Staff will review the proposals and may select finalists to participate in an oral interview as soon as possible after the submission date. The City will notify those proposers and will contact them to schedule interviews.

COST

Based on the scope of work, include a fee proposal that outlines the cost for each deliverable.

SUBMITTAL REQUIREMENTS

Electronic submittals should be in .pdf format, printable on 8.5” x 11” paper with font size 12 or larger.

Paper submittals should be printed single-sided on 8.5” x 11” paper with font size 12 or larger. The page limit for submittals is 15 pages maximum.

SUBMITTAL

Proposals must be received by 5:00 p.m. on November 21, 2025.

The preferred method of submission is to email to EOPRFP@tffd.org.

Alternatively, paper submissions can be mailed to:

City of Twin Falls
Attn: Erin Steel
203 Main Avenue East
Twin Falls, ID 83303-1907

If submitting a hard copy, provide three paper copies of your proposal.

SELECTION PROCESS

Each consultant will be ranked by a team comprised of City staff using the criteria below. The City will move forward with the highest-ranked consultant, who will provide a scope of services outlining the required professional services and associated costs. If the consultant and the City agree to all terms outlined in the proposed scope of service and fee, the City will enter into an agreement with the firm to contract for services. If unable to negotiate a reasonable and fair contract, the City shall follow the same procedure with the next-ranked respondent.

<u>Criteria</u>	<u>Rating</u>	<u>Weight</u>	<u>Score</u>
Proposal Format / Content (<i>appearance</i>)		5%	
Approach		25%	
Personnel Qualifications		25%	
Relevant Experience & References		35%	
Previous Work		10%	
Total Points			

(Rating x Weight) = Score (5 points maximum)

Rating Points:

- 5.0 – Excellent
- 4.0 – Good
- 3.0 – Meets Minimum Expectations
- 2.0 – Unsatisfactory
- 1.0 – Poor
- 0.0 – Bad

Fractional ratings may be used (*e.g.*, 2.25 or 4.5).

Point of Contact:

Erin Steel, PE, Assistant Public Works Director, City of Twin Falls.

Phone #: (208) 736-2275 ext. 1211

Email: esteel@tfid.org (Please include “Emergency Operations Plan” in the subject line)



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From: Erin Steel, Mitchell Brooks, Chief

ACTION ITEM

Request:

Request to use contingency funds during negotiations for the City of Twin Falls Emergency Operations Plan (EOP).

Time Estimate:

Approximately five minutes.

Background:

Based on the review committee's scoring and ranking, the highest-ranked firm was identified as the preferred firm to begin negotiations. However, the top-ranked firm's proposed cost came in above the City's budgeted amount.

Staff is requesting authorization to utilize contingency funds in an amount not to exceed \$40,000 in order to negotiate with the highest-ranked firm for a contract amount up to \$140,000, if necessary and if staff determines the final scope, deliverables, and value justify that cost. This would allow the city to attempt to secure the services while maintaining a defined spending cap and preserving Council oversight.

If staff is unable to successfully negotiate acceptable scope, pricing, or terms with the highest-ranked firm within the authorized amount, staff would discontinue negotiations and proceed to negotiate with the next highest-ranked firm in accordance with the City's selection process.

As mentioned, the development of an updated EOP is a critical public safety and preparedness function. The plan will guide coordinated City response and recovery activities during emergencies and disasters, improve interagency coordination, and help ensure the city maintains a current and operationally sound framework for emergency management.

Any final agreement would remain subject to applicable City procedures, contract requirements, and administrative review.

Approval Process:

Move to authorize the use of contingency funds in an amount not to exceed \$40,000 for negotiation and potential award of professional services for development of the Emergency Operations Plan, and if negotiations with the highest-ranked firm are unsuccessful, authorize staff to proceed with negotiations with the next highest-ranked firm.

Budget Impact:

\$40,000.00 in contingency funds.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

N/A

Attachments:

None



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From: Brent Wright, Captain

ACTION ITEM

Request:

Consideration of a request to adopt the amended chapter 14 Ordinance NO. 0-2026-004 of the City Code pertaining to Transient Merchants, Vendors, Peddlers and Solicitors.

Time Estimate:

The presentation will take approximately five (5) minutes. Following the presentation, time may be needed for questions and answers.

Background:

The proposed amended City Code was brought before the Honorable Mayor and City Council on September 15, 2025. The FBI reviewed the proposed amended City Code and felt the language was too vague. Based on their feedback, the term "entity" was changed to "business entity formed under or recognized by Idaho State Law."

As mentioned in the September 15, 2025, City Council meeting, the current City Code does not require brick and motor businesses to obtain a door-to-door business license and subject their salespeople to a background check before engaging in door-to-door sales. The recommended amendments will require anyone engaging in door-to-door sales to submit to a background check and obtain a door-to-door vendor's license before engaging in those activities.

Approval Process:

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

Following Council approval and the signature of the Honorable Mayor, the adopted ordinance must be sent to the state and to the FBI for approval.

Budget Impact:

There will be no impact on the City budget.

Regulatory Impact:

Approval of this request will allow our officers to properly identify people who have committed infraction violations as well as criminal violations in order to charge and prosecute the appropriate individual.

History:

N/A

Analysis:

N/A

Conclusion:

City Staff recommends that the City Council adopt Ordinance NO. O-2026-004 the attached amended ordinance as presented.

Attachments:

1. Incorporated amendments 2026-04-07
2. Revised amendments 2026-04-07

ORDINANCE NO. 0-2026-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, ID PROVIDING FOR THE AMENDMENT OF TWIN FALLS CITY CODE TITLE 3 CHAPTER 14, TRANSIENT MERCHANTS, VENDORS, PEDDLERS AND SOLICITORS

WHEREAS, the City Council previously amended Chapter 14, Title 9 regarding Transient Merchants, Vendors, Peddlers, and Solicitors through Ordinance No. 2025-18 in September 2025; and

WHEREAS, subsequent to the enactment of that Ordinance the City received communication that the FBI's Office of General Counsel would not honor the provisions relating to fingerprinting in Section 3-14-4 of this Ordinance unless certain terms were changed to be more specific;

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

That Chapter 14, Title 9 regarding Transient Merchants, Vendors, Peddlers, and Solicitors be amended as follows:

CHAPTER 14

TRANSIENT MERCHANTS, VENDORS, PEDDLERS AND SOLICITORS
GENERAL REQUIREMENT FOR DOOR-TO-DOOR SALES:

All individuals, whether or not they are employed by or affiliated with any partnership, corporation, or other business entity formed under or recognized by Idaho state law, who engages in door-to-door sales, solicitation, canvassing, or peddling within the City of Twin Falls shall be required to obtain prior clearance, including background vetting and approval, through the City of Twin Falls before conducting any such activity. This requirement applies regardless of whether the individual or his/her employing or affiliated business maintains a permanent, fixed, or brick-and-mortar location, and regardless of business type, ownership, or affiliation.

3-14-1: DEFINITIONS

PEDDLER:

Any person, whether a resident of the City or not, traveling by foot, motor vehicle or any other type of conveyance, however propelled, drawn, pushed or moved, from place to place, from house to house or from street to street, carrying, conveying or transporting goods, wares, merchandise, food or farm products or provisions, offering and exposing the same for sale or making sales and delivering articles to purchasers, or who, without traveling from place to place shall sell or offer the same for sale from a wagon, vehicle, railroad car, or any other type of conveyance. The word "peddler" shall include the words "hauler" and "hucksters."

All individuals intending to engage in such activity shall be required to obtain prior clearance and approval through the City of Twin Falls before conducting any door-to-door sales, regardless of whether the individual or his/her employing or affiliated business maintains a permanent or brick-and-mortar location.

SOLICITOR OR CANVASSER:

Any person, whether a resident of the City or not, traveling either by foot, motor vehicle or any other type of conveyance, from place to place, from house to house or from street to street, taking or attempting to take, in person, orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not collecting advance payments on such sales. This definition includes any person who, for themselves or on behalf of another, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the City for the sole purpose of exhibiting samples and taking orders for future delivery.

All solicitors or canvassers engaging in door-to-door activity must be vetted and cleared by the City of Twin Falls before beginning such activity, without exception for those affiliated with or operating out of permanent business premises.

TRANSIENT MERCHANT, ITINERANT MERCHANT OR ITINERANT VENDOR:

For the purposes of this Chapter, a "transient merchant," "itinerant merchant," or "itinerant vendor" is defined as any person, whether or not employed by or affiliated with a firm, corporation, or other business_entity formed under or recognized by Idaho state law, and whether a resident of the City or not, who engages in a temporary business of selling and delivering goods, wares, and merchandise within the City and who, in furtherance of such purpose, hires, leases, uses or occupies any public or private place, building, motor vehicle, tent, railroad boxcar, public room in a hotel, lodging house, apartment, shop, street, or other location within the City for the exhibition and sale of such goods, wares, and merchandise, either privately or at public auction.

All such merchants or vendors who intend to operate door-to-door must obtain prior clearance from the City of Twin Falls, regardless of whether they are affiliated with an established business location.

A "temporary business" is one which is expected to be in operation for six (6) months or less within the City. This definition shall not include nor be construed to include:

- (A) Public or private auction for the disposal by an established business of its assets or an individual for items of personal and household use.
- (B) Any person, partnership or corporation selling or dealing only with retail merchants within the City, and being exclusively wholesale sellers and dealers.

- (C) Any religious or charitable corporation or organization engaging in any one or more of the above activities for strictly nonprofit purposes.
- (D) Any arts or crafts shows or fairs where the items for sale are exhibited by the person producing the items; and, the exhibitor was invited by the sponsoring party; the names of participants are accumulated by the sponsoring party to be made available to the City Council or Clerk.
- (E) Any sales pursuant to court order.
- (F) The sale of farm or garden products by the persons producing such products.
- (G) The sale of a newspaper subscription in which the seller is a person engaged in both the delivery and sale of the newspaper.
- (H) Political groups seeking funds or memberships.
- (I) Sales of Christmas trees and wreaths.

Any person, whether or not employed by or affiliated with a partnership, or corporation or other business entity formed under or recognized by Idaho state law, who is so engaged shall not be relieved from complying with the provisions of this Chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of or in the name of any local dealer, trader, merchant or auctioneer.

Passed by the City Council _____

Signed by the Mayor _____
MAYOR

Attest:

Deputy City Clerk

Published: _____

ORDINANCE NO. 0-2026-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TWIN FALLS, ID PROVIDING FOR THE AMENDMENT OF
TWIN FALLS CITY CODE TITLE 3 CHAPTER 14, TRANSIENT
MERCHANTS, VENDORS, PEDDLERS AND SOLICITORS

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All individuals intending to engage in such activity shall be required to obtain prior clearance and approval through the City of Twin Falls before conducting any door-to-door sales, regardless of whether the individual or his/her employing or affiliated business maintains a permanent or brick-and-mortar location.

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- (C) Any religious or charitable corporation or organization engaging in any one or more of the above activities for strictly nonprofit purposes.
- (D) Any arts or crafts shows or fairs where the items for sale are exhibited by the person producing the items; and, the exhibitor was invited by the sponsoring party; the names of participants are accumulated by the sponsoring party to be made available to the City Council or Clerk.
- (E) Any sales pursuant to court order.
- (F) The sale of farm or garden products by the persons producing such products.
- (G) The sale of a newspaper subscription in which the seller is a person engaged in both the delivery and sale of the newspaper.
- (H) Political groups seeking funds or memberships.
- (I) Sales of Christmas trees and wreaths.

Any person, whether or not employed by or affiliated with a partnership, or corporation or other **entity business entity formed under or recognized by Idaho state law**, who is so engaged shall not be relieved from complying with the provisions of this Chapter merely by reason of associating temporarily with any local dealer, trader, merchant or auctioneer, or by conducting such transient business in connection with, as a part of or in the name of any local dealer, trader, merchant or auctioneer.

Passed by the City Council

Signed by the Mayor

MAYOR

Attest:

Deputy City Clerk

Published: _____



Date: Monday, April 20, 2026
To: Honorable Mayor and City Council
From:

PRESENTATION

Request:

Magic Valley MPO and Long Range Planning Update.

Time Estimate:

20 Minutes.

Background:

Magic Valley Metropolitan Planning Organization (MVMPO), is currently seeking public comment on its long-range Metropolitan Transportation Plan, *Vision 2050: Connecting the Magic Valley*. The public comment period will be open **between April 1 – April 30, 2026**.

MVMPO Director will present information about the document, including population and job growth data, and introduce the extensive project list recommended for consideration by member agencies. The MVMPO's Policy Board will make a final decision to adopt the plan in the coming months following the public comment period and final revisions.

Community members can access the Draft Plan document by visiting the project website: <https://magicvalleympo.org/209/Vision-2050-Connecting-Magic-Valley>.

Approval Process:

n/a

Budget Impact:

n/a

Regulatory Impact:

n/a

History:

n/a

Analysis:

n/a

Conclusion:

n/a

Attachments:

1. MVMPO MTP Executive Summary Draft_March 2026



Vision 2050 Metropolitan Transportation Plan

EXECUTIVE SUMMARY

Magic Valley Metropolitan Planning Organization
www.magicvalleympo.org

203 Main Avenue E
208.933.2015
Twin Falls, ID 83301
njerke@magicvalleympo.org

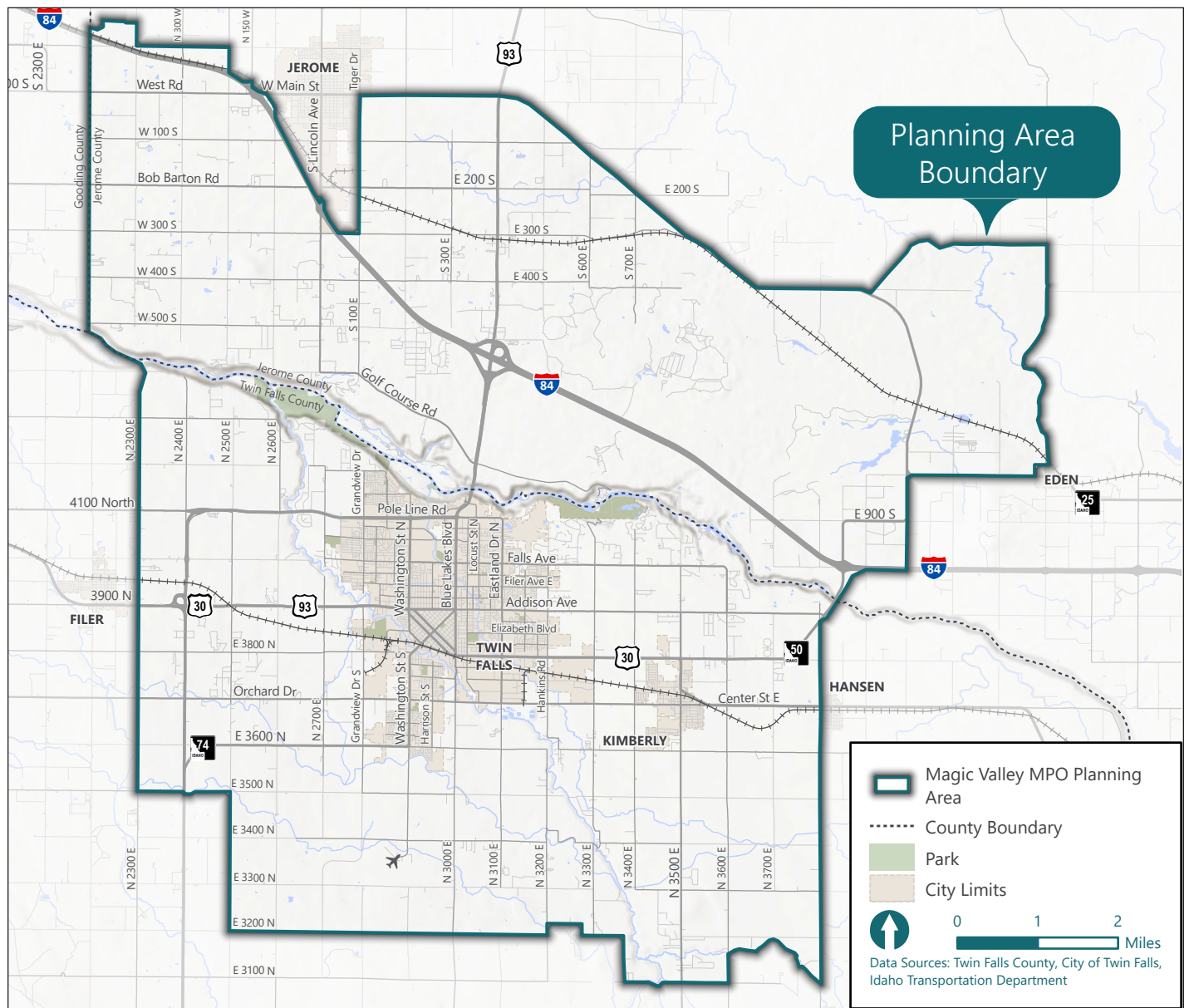
March 2026

Vision 2050: The Magic Valley MPO's Metropolitan Transportation Plan

What is the Magic Valley Metropolitan Planning Organization?

The Magic Valley Metropolitan Planning Organization (MVMPO) is the regional agency responsible for transportation planning in the Magic Valley. The MVMPO was formed in 2023 for the Twin Falls Urban Area. The MVMPO's members represent the City of Twin Falls, the City of Kimberly, Twin Falls County, Jerome County, Twin Falls Highway District, Hillsdale Highway District, Jerome Highway District, and the Idaho Transportation Department (ITD). The Magic Valley Planning Area is the boundary of the MVMPO.

Figure 1. The Magic Valley Planning Area



What is a metropolitan transportation plan?

Metropolitan transportation plans (MTPs) are federally required documents that guide the development and implementation of regional multimodal transportation projects. The MVMPO prepared *Vision 2050*, the MVMPO's first MTP, includes:

- Transportation planning for the next 25 years;
- Community engagement outreach and input for the development of the plan;
- Existing (year 2025) and project future (year 2050) conditions of the regional multimodal transportation network; and
- Transportation needs sorted into prioritized, fiscally constrained projects.

How was *Vision 2050* created?

The development of *Vision 2050* took place from October 2024 through April 2026.



What are the MTP's vision and goals?

VISION



Support a livable and vibrant community through a safer and more accessible multimodal transportation system

GOALS



Safety

Develop a safe transportation system for all users that prevents deaths and serious injuries.



Mobility

Create a transportation system that supports the use of transit, walking, biking, shared mobility, and vehicles.



State of Good Repair

Support the ITD in maintaining national and regionally significant infrastructure.



Economic Vitality

Promote economic vitality through the reliable movement of people and goods throughout the region.



Resiliency & Environment

Optimize, preserve, and enhance the existing transportation system to adapt with climate change, protect the natural environment, and promote a healthy and sustainable community.



Fairness & Accessibility

Address the needs of transportation-disadvantaged populations through the provision of affordable, accessible, and reliable travel options.



Growth Management

Utilize land use and transportation decision-making processes to protect agricultural land, disincentivize sprawl, and prioritize smart growth.

How was the community involved?

Two rounds of community engagement were conducted to inform *Vision 2050*, each coinciding with key data collection and decision-making points. Both engagement rounds focused on introducing the Magic Valley community to the MVMPO; collecting information about the regional transportation system's needs, deficiencies, and opportunities; and getting feedback on recommended projects, plans, and studies.

Many Magic Valley community members guided the development of *Vision 2050* through meetings, pop-up events, open houses, surveys, and conversations. Connection points included:



At open house and pop-up events, the MTP team connected with more than 325 community members, and the online surveys and maps generated more than 225 comments. Collectively across all touch points, the team heard from more than 360 community members.

What are the community's transportation priorities?

Specific priorities include:

- **Congestion and safety improvements at the Blue Lakes Boulevard & Pole Line Road intersection**
- **Safer facilities for walking and biking - especially new sidewalks and filled sidewalk gaps**
- **An additional crossing of the Snake River**
- **Improved transit service through Ride TFT**
- **Improved lighting along transportation corridors**
- **Reduced vehicle speeds**
- **Intersection-based safety treatments like roundabouts or traffic signals**



SAFETY

was the community's top priority

Followed by

TRAFFIC CONGESTION IMPROVEMENTS



What is the regional multimodal transportation system like today?

Because the regional transportation is truly multimodal, documenting the existing conditions for all modes—freight, aviation, rail, vehicle traffic, transit, walking, and biking—was an important first step in planning for the future. Key findings from that analysis include:

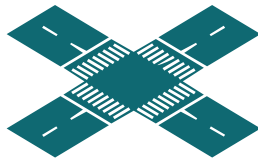
Travel Patterns

Four out of every five trips begin and end within the planning area, which indicates that travel for working, shopping, and recreating is predominantly local. **Nearly 90% of these trips are taken by car.**



Traffic Operations

8 intersections in the planning area do not meet performance criteria for congestion metrics. The US 93/Pole Line Road and Blue Lake Boulevard corridors are the most congested.



Transit

In its first year of service, Ride TFT provided **64,000 rides to 82,000 passengers** — 52% of those rides were discounted, meaning that **half of the region's riders have a disability or are 60 and older.** Only 74% of Magic Valley community members live within a half-mile of transit service.



Safety



Between 2019 and 2023, the planning area experienced **7,706 crashes**, of which **45 (0.6%) resulted in a death and 302 (4%) resulted in a serious injury.** Angle, head-on turning, overturn, and pedestrian-involved crashes were disproportionately likely to result in a fatal or serious injury crash. There were **100 crashes involving a pedestrian or bicyclist**, **5** of which resulted in a **death** and **28** of which resulted in a **serious injury.**

Traffic Volumes

Several roadways in the planning area serve **more than 20,000 vehicles per day**, including I-84, US 93/Pole Line Road, Blue Lakes Boulevard, and Washington Street. **US 93** over the Perrine Bridge has the highest daily volumes, serving more than **40,000 vehicles per day.**



Walking & Biking

There are currently 317 miles of sidewalks, 42 miles of pathways, and 22 miles of bikeways. However, the sidewalk network has **significant gaps.** Many corridors are highly stressful to bicycle on. There are **65 miles of sidewalk gaps and 77 miles of bicycle facility gaps** on arterial and collector roads.



Freight

There are several **designated freight corridors** in the planning area, including I-84, US 93, US 30, SH 74, SH 50, and SH 25. There are also multiple **freight generators**, including:

- Chobani Facility
- Amalgamated Sugar Company
- WOW Logistics
- Magic Valley Regional Airport (TWF)
- Agriculture and other industrial areas



What might the transportation system be like in 2050?

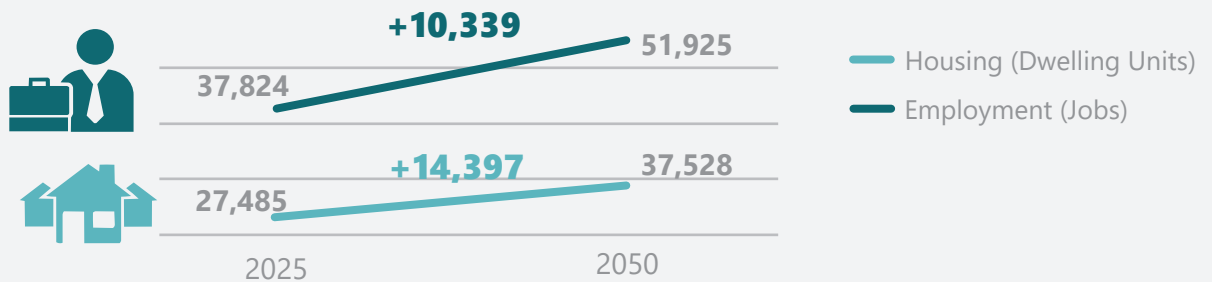
The MTP team evaluated where growth was likely to occur in and around the planning area to project future travel conditions in the Magic Valley. The evaluation considers development patterns, future land use, historical trends, and on-going projects to help identify the region's future transportation needs, deficiencies, and opportunities.



By 2050, the number of people living and working in the Magic Valley is expected to grow by almost 40%



This growth will impact how people move around the Magic Valley in 2050



Traffic volumes will continue to increase, as shown in the table below.

Location	Daily Traffic	
	Existing (Year 2024)	Future (Year 2050)
I-84 (west of US 93)	33,000	48,000
Golf Course Rd (west of S 100 E)	3,000	4,500
Perrine Bridge (US 93)	36,000	53,000
Pole Line Rd (east of Grandview Dr)	20,000	28,000
Blue Lakes Blvd (north of Filer Ave)	23,000	27,000
Hansen Bridge (SH 50)	10,000	17,000



23 intersections will not meet performance targets for traffic congestion (15+ than year 2025)



Funding for transit will be limited with minimal service expansion



Existing safety issues will worsen if not addressed through systemic and targeted improvements

Needs, Deficiencies, and Opportunities

The needs and deficiencies capture the most pressing barriers and challenges to multimodal transportation experienced by residents and visitors of the region. The table below outlines the various needs, deficiencies, and opportunities in the Magic Valley. The figure shown on page 10 visualizes where many of the needs, deficiencies, and opportunities are located throughout the Planning Area.







Mode / Area	Needs and Deficiencies	Opportunities
 Bicycle	Address gaps in the bicycle system	<ul style="list-style-type: none"> • Install and maintain bicycle facilities • Enhance crossings • Establish “low stress” bike routes
 Congestion	Address highly congested intersections and roadways	<ul style="list-style-type: none"> • Construct roundabouts or traffic signals • Improve signal timing • Adopt an intersection control evaluation policy • Create a multimodal traffic count program
 Freight	Address freight growth and existing freight travel patterns	<ul style="list-style-type: none"> • Eliminate at-grade railroad crossings • Explore micro-delivery • Create an access management policy • Develop a truck access plan
 Pedestrian	Address gaps in the pedestrian system	<ul style="list-style-type: none"> • Install and maintain ADA ramps • Create a Safe Routes to School Program • Create a Complete Streets model policy • Install and maintain sidewalks, paths, and trails
 Safety	Address highest priority locations on the High Injury Network	<ul style="list-style-type: none"> • Implement FHWA Proven Safety Countermeasures in support of the Safe System Approach • Create a speed limits model policy • Create a clear corners model policy • Create a traffic calming program
 Transit	Address need for plans to guide transit service improvements	<ul style="list-style-type: none"> • Develop a regional transit plan that addresses fixed route and microtransit

Figure 2. Needs, Deficiencies, and Opportunities

The Needs, Deficiencies, and Opportunities outlined on the previous page are present throughout the region.



How will the MVMPO address these needs, deficiencies, and opportunities?

Vision 2050's implementation plan, which features recommendations for projects, plans, studies, policies, and strategies that can help address the Magic Valley's transportation needs, deficiencies, and opportunities in the Magic Valley.

Projects

The comprehensive list of prioritized projects are based on project goals, community, findings from the needs and deficiencies assessment, and coordination with partner agencies.

The project list includes:

- **21 committed projects**, which have dedicated funding and are expected to be implemented between 2026 and 2030 because they are already part of the Idaho Statewide Transportation Improvement Program or the MVMPO Transportation Improvement Program;
- **82 recommended projects**, which lack dedicated funding, but have anticipated funding sources and are recommended to be completed by the end of 2050; and
- **93 illustrative projects**, which will likely not be funded by 2050 due to fiscal constraints but should be prioritized if funding becomes available.

These projects are shown on the next page.

Programs

Each year, various local and state programs receive funding for transportation-related work. These programs account for anticipated recurring annual expenses, such as transit operations and maintenance costs. Specific projects funded through these programs will be determined closer to the year of expenditure based on available funding and project priorities.

- City of Twin Falls Public Transit Fund
- Federal Transit Administration 5307, 5310, and 5339 Funds - City of Twin Falls Street Fund for Operations & Maintenance
- City of Kimberly Highways & Streets Fund
- Twin Falls Highway District Annual Maintenance
- Jerome Highway District Annual Maintenance
- Hillsdale Highway District Annual Maintenance
- Idaho Transportation Department District 4 Annual Seal
- Idaho Transportation Department District 4 Annual Bridge
- Idaho Transportation Department District 4 Annual Maintenance

PROJECT CATEGORIES

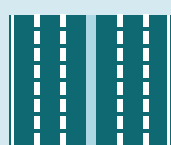
Intersection



of Projects

48

Roadway



21

Bicycle



54

Pedestrian



32

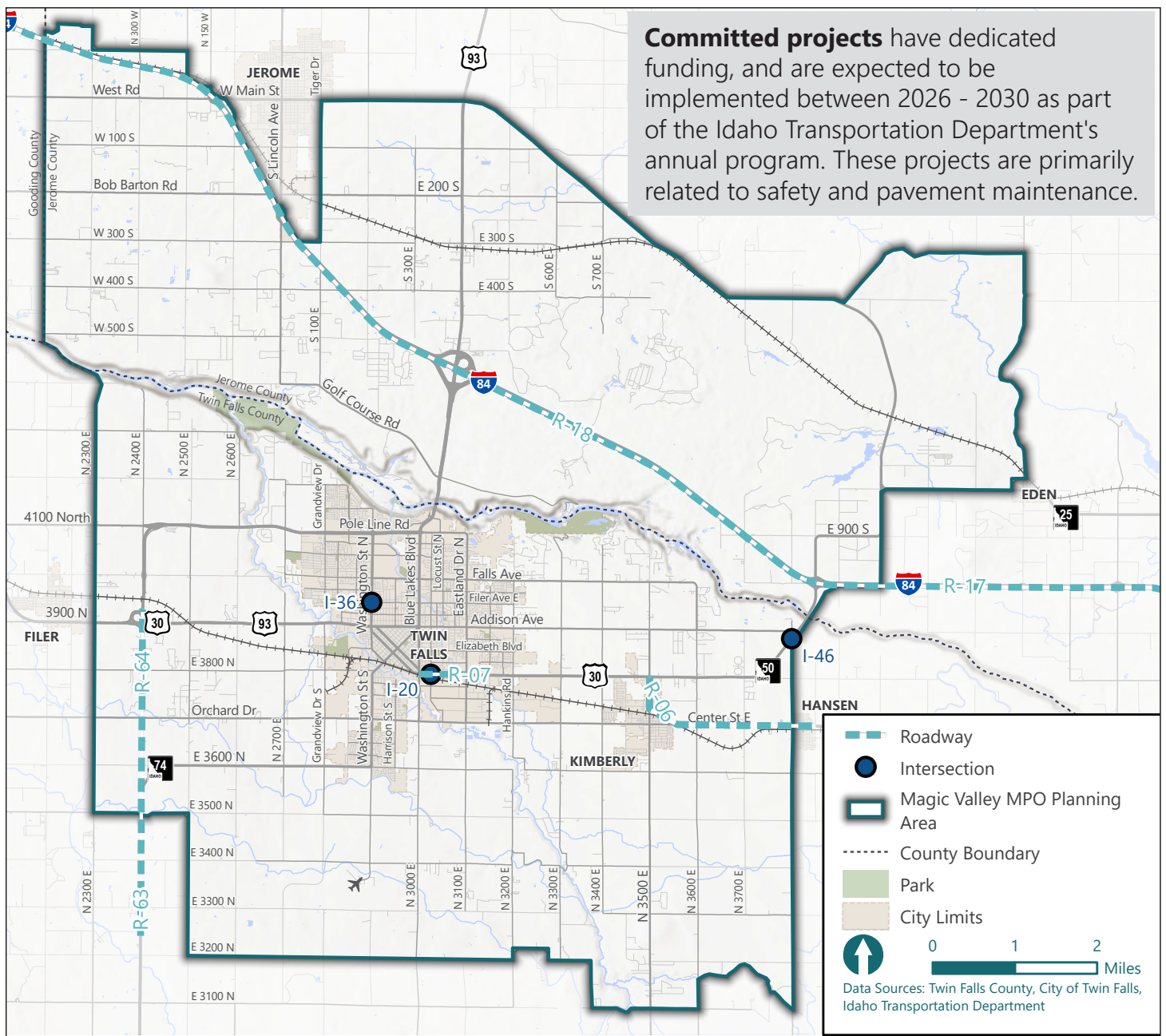
Safe Routes to School



29

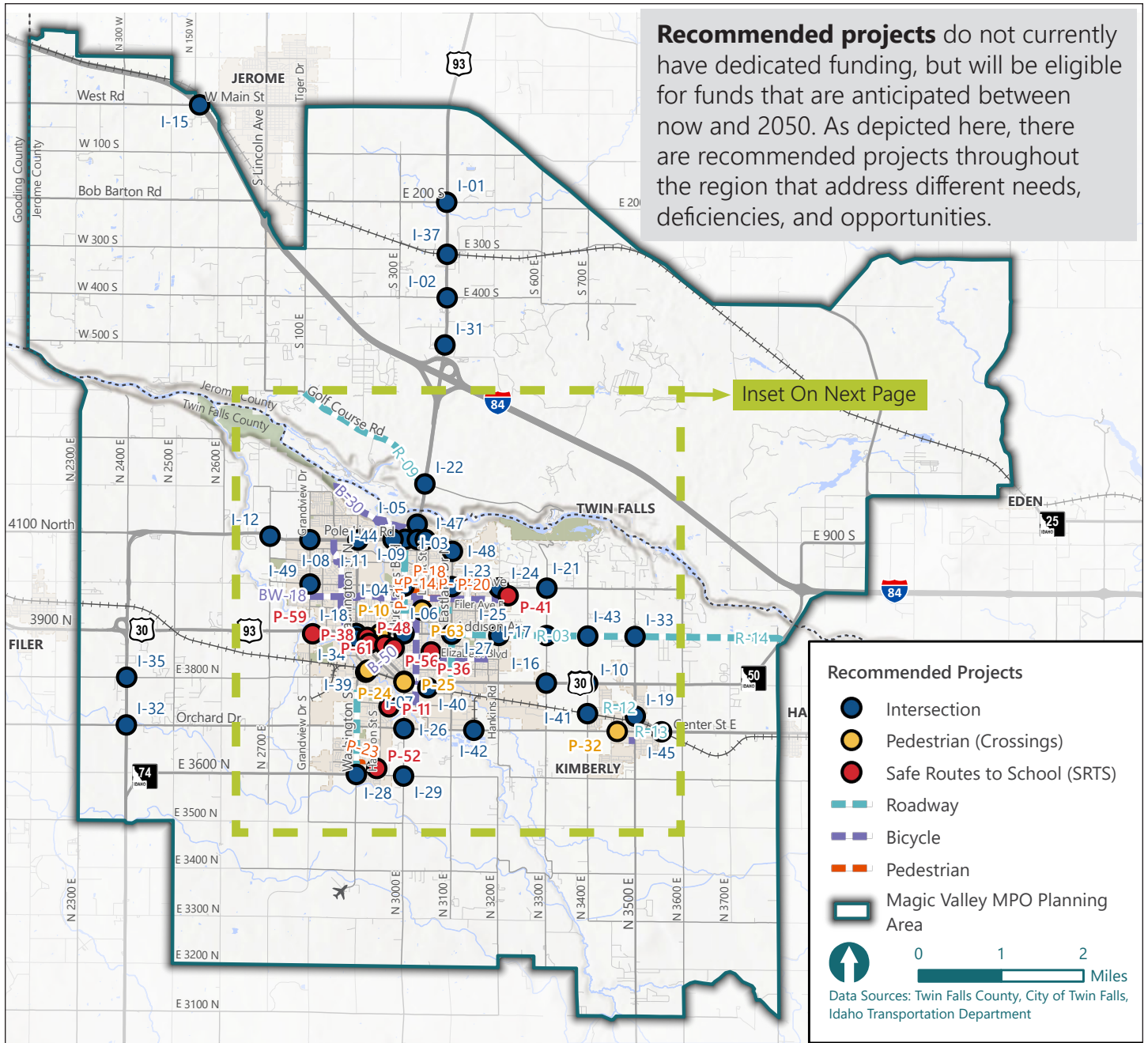
Three transit projects and nine annual programs are not included in these numbers.

Figure 3. Committed Projects



Local jurisdictions are also expected to fund capital projects in the next five years. They are not visualized here since they are not included in a formal program or document. There are also several on-going projects not captured on this map.

Figure 4. Recommended Projects



Different project types are eligible for different funding sources, but many funding sources cover a variety of modes, such as those that address roadway safety - such as Highway Safety Improvement Program, Transportation Alternatives Program and Local Highway Safety Improvement Program funds. Many of the recommended projects shown here have safety components for all modes and may be eligible for funding from those programs.

Figure 5. Recommended Projects Inset Close Up

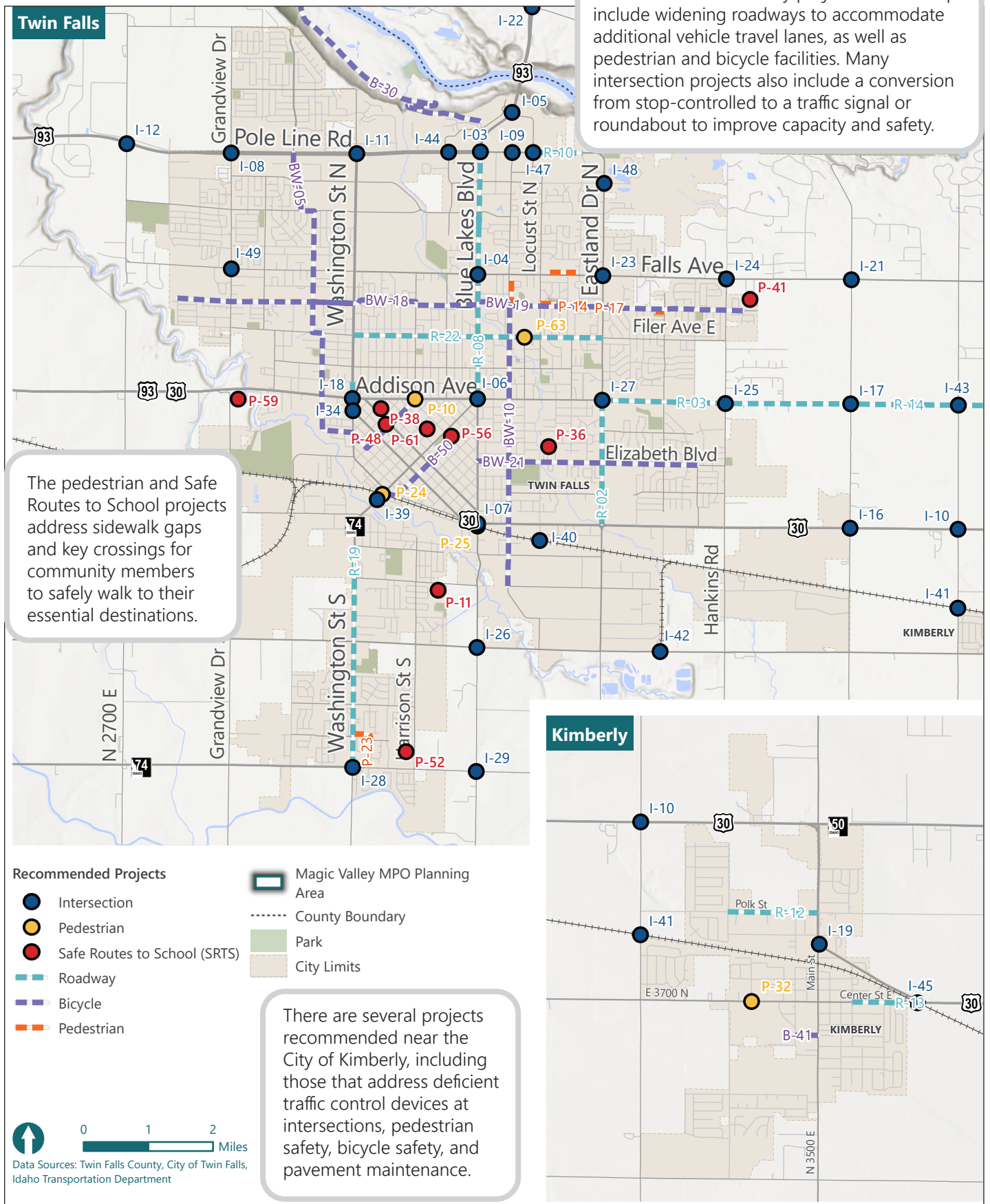
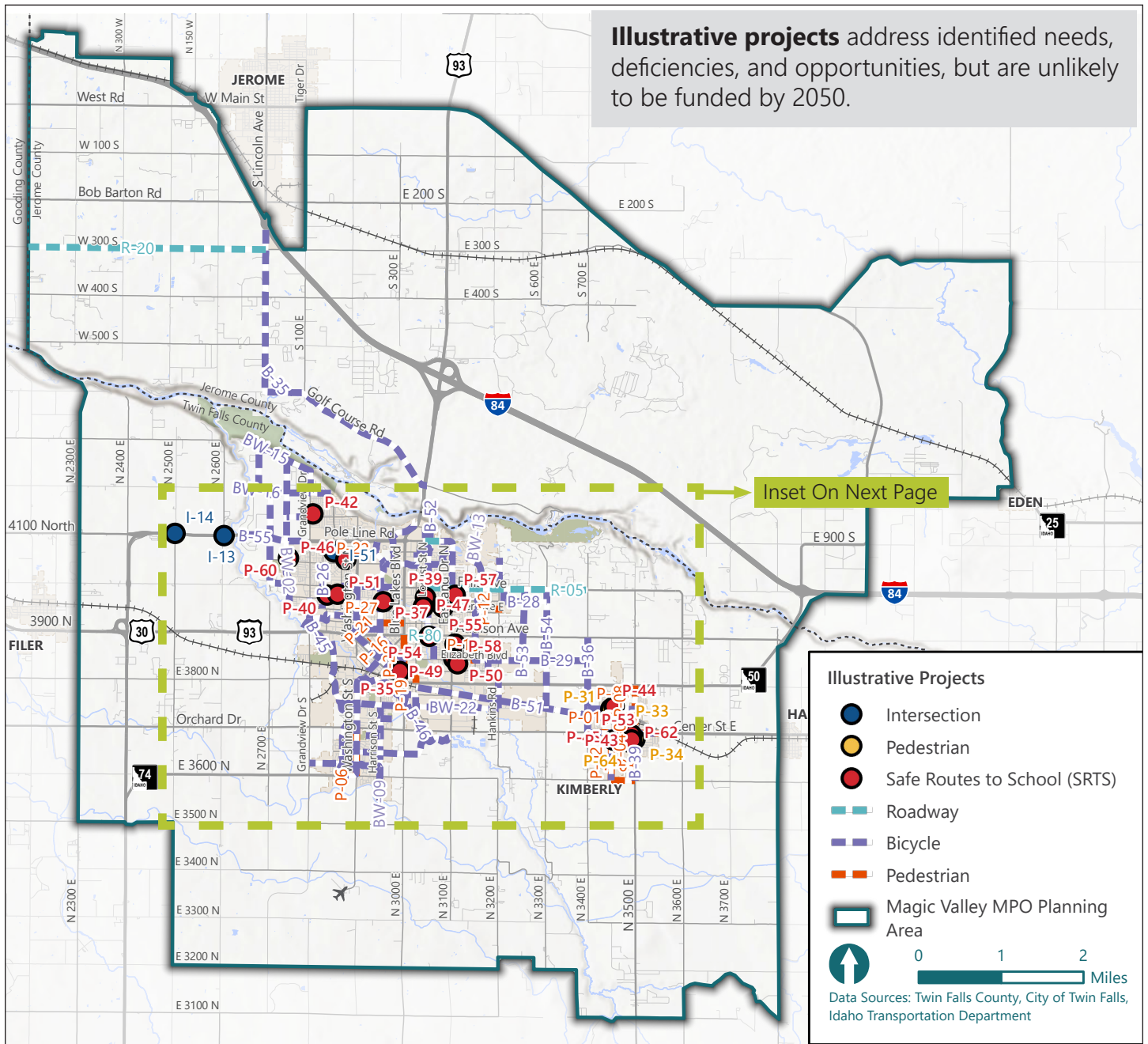
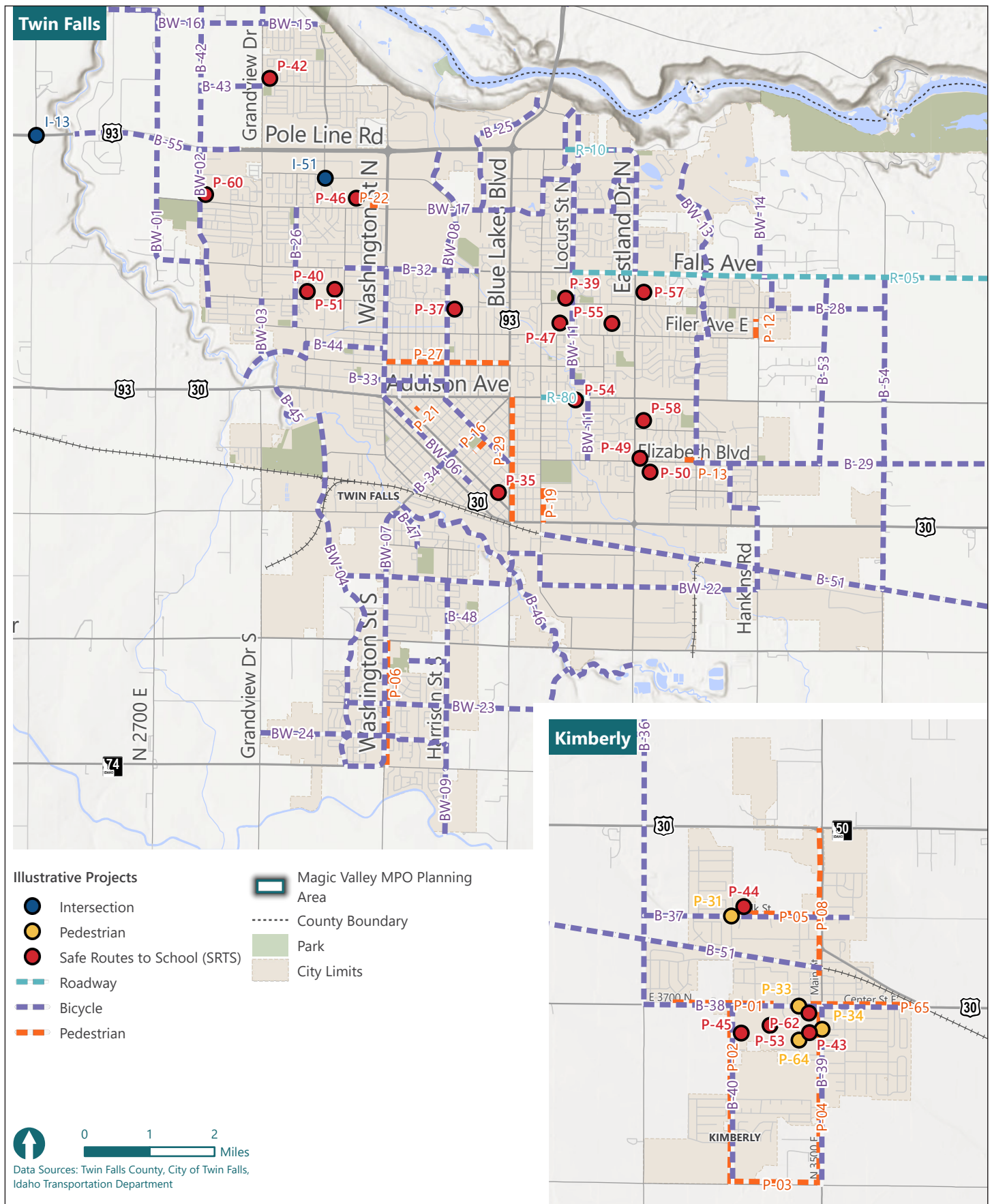


Figure 6. Illustrative Projects



These projects should be prioritized as additional funding becomes available, especially grant funding. Most of the illustrative projects depicted here address pedestrian, bicycle, and Safe Routes to School needs and deficiencies.

Figure 7. Illustrative Projects Inset Close Up



Plans and Studies

Vision 2050 recommends fourteen plans and studies that would be funded through dedicated planning funding rather than funding for construction and capital projects. Recommended plans and studies focus on the detailed evaluation of specific locations or corridors to determine the most appropriate treatments, strategies, and interventions to improve safety, mobility, and multimodal connectivity. There are several ongoing plans and studies, including:

- Snake River Crossing Project
- Blue Lakes Boulevard and Pole Line Road Intersection Project
- US 30 Safety Study & SH 50 Corridor Study

Policies and Strategies

Policies establish guiding principles for the Magic Valley region. The MTP recommends implementing policies for:



- **Development application data collection**—Outline data collection, sharing, coordination, and management practices for development in the Magic Valley to inform long-range planning and travel demand modeling.



- **Complete Streets**—Establish an approach to planning, development review, and capital improvements that prioritizes the needs of all road users.



- **Speed limits**—Review and revise speed limit setting practices to align with the 11th Edition of the Manual on Uniform Traffic Control Devices, which removed the requirement to use 85th percentile speed.



- **School speed zones**—Outline a uniform approach for implementing school zones for all schools in the Magic Valley.



- **Clear corners**—Establish an approach for requiring sight distance triangles at intersections.

Strategies are actions that support the policy direction established by the MVMPO. The *Vision 2050* recommends implementing two strategies:

A Multimodal Traffic Count Program to collect on pedestrian, bicycle, and vehicle traffic throughout the Magic Valley — this program would help MVMPO member agencies prioritize projects, determine needs, and monitor success, as well as to inform the long-range planning process.

A “No Texting and Driving” Campaign as identified in the 2020 Twin Falls County All Hazard Mitigation Plan. This strategy will address distracted driving, a key issue contributing to roadway safety in the Magic Valley.

How will these efforts be funded?

The Magic Valley region’s transportation funding comes from federal, state, and local sources, and each of these sources has specific eligibility requirements. *Vision 2050* projects that over the plan’s lifetime, there will be approximately \$766 million in revenue available for capital and maintenance projects that align with the MVMPO’s vision and goals.

In 2025 dollars, it is estimated that committed projects will cost \$78 million, recommended projects \$160 million, and illustrative projects \$136 million. Funds for committed and recommended projects will be available by 2050, but there will still be about **\$136 million in unmet needs**, the vast majority of which are projects that **address the safety and mobility needs of people walking, biking, and riding transit**.

Summary of Vision 2050 Committed and Recommended Projects with Revenue Projects to Demonstrate Fiscal Constraint

Project List Category	Committed Projects	Recommended Projects	2050 Project Expenditures Total	2050 Revenue Projection Total	Fiscal Constraint (Difference)
Pedestrian	\$0	\$5,638,200	\$5,638,200	Note: Revenues are totaled to demonstrate fiscal constraint because project list categories do not directly correspond with revenue sources.	
Bicycle	\$0	\$4,567,400	\$4,567,400		
Safe Routes to School	\$0	\$11,487,200	\$11,487,200		
Transit	\$16,753,100	\$40,743,000	\$57,496,100		
Intersection	\$8,756,000	\$93,203,800	\$101,959,800		
Roadway	\$37,774,000	\$71,084,400	\$108,858,400		
Annual Program	\$78,658,400	\$337,995,400	\$416,653,800		
Total	\$141,941,500	\$564,719,400	706,660,900	\$765,729,700	\$59,068,800^a

^a This sum represents the difference between 2050 Revenue Projection Total and 2050 Project Expenditures

Vision 2050 serves as a guide for regional decision-makers to progress transportation investments for the Magic Valley over the next 25 years. For any questions regarding Vision 2050, please contact the MVMPO Executive Director Nathan Jerke.



