



Twin Falls City Council Agenda

Monday, June 15, 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) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council June 08, 2026, minutes.
By: Rachael Long, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable May 28-June 10, 2026.
By: Rachael Long, Deputy City Clerk
 - c) **ACTION ITEM:** Request for Mayor Brown to sign Agreement with Terra Hotels LLC
By: Troy Vitek, City Engineer
 - d) **ACTION ITEM:**
Request to approve a Trust Agreement for South Ridge Subdivision, placing all lots in trust.
By: Troy Vitek, City Engineer
 - e) **ACTION ITEM:**
Request to accept the Improvement Agreement for the purpose of developing **South Ridge Subdivision**
By: Troy Vitek, City Engineer
- 4) Items of Consideration
 - a) **PRESENTATION:** Formal ceremony promoting Records Clerk Katie Gardner to the position of Administrative Services Supervisor before the City Council.
By: Matthew Hicks, Chief of Police, Brent Wright, Captain
 - b) **ACTION ITEM:** Presentation of Opportunity Zone 2.0 application
By: Shawn Barigar, Economic Development Director
 - c) **ACTION ITEM:** Requesting the City Council to authorize Chief of Police, Matthew Hicks, to sign the Mutual Assistance Agreement with the Idaho Attorney General's Office regarding dedicating one existing employee to be an ICAC (Internet Crimes Against Children) agent within the Twin Falls Police Department.
By: Matthew Hicks, Chief of Police
 - d) **ACTION ITEM:** Requesting approval of the Twin Falls Police Department to participate in digital forensics grant program through DATAPILOT.
By: Brent Wright, Captain
 - e) **ACTION ITEM:** The Twin Falls Police Department has reviewed the special event application for the In-N-Out grand opening and has prepared a traffic plan to present for review by the City Council.
By: Joel Smith, Officer
 - f) **PRESENTATION:** Request to present the Twin Falls Police Department 2025 Annual Report.
By: Matthew Hicks, Chief of Police
- 5) General Public Input

6) Advisory Board Report/Announcements

7) 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.



Twin Falls City Council Minutes

Monday, June 8, 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 Mitch Humble, City Attorney Bruce Castleton, Deputy City Clerk Rachael Long, Police Chief Matthew Hicks, Fire Chief Mitchell Brooks, Public Information Coordinator Joshua Palmer, Assistant to the City Manager Mandi Thompson, Assistant Public Works Director Erin Steel,

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) Support Local Gems

Mayor Brown read and presented the Support Local Gems Proclamation.

4) Consent Calendar

MOTION: Council Member Stone moved to approve removing Item B off the Consent Calendar and approve the Consent calendar for Items A, C, & D 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 June, 01, 2026, minutes.
- b) Request City Council approve the Special Event Permit for the organizers of the In-N-Out Burger Opening.
- c) Request City Council approve the Special Event Permit for the organizers of the Company BBQ.
- d) Request City Council to approve the Special Event Permit for the organizers of the Multi-stake Tabernacle Choir Watch Party.

5) Items of Consideration

- a) Presentation by the Executive Director of the Center for Community Health (CCH) and a request to Council to consider funding in the amount of \$25,000 for the CCH. **Executive Director of the Center for Community Health Maria Contreras** gave a presentation. **Assistant to the City Manager, Thompson** requested a considering funding in the amount of \$25000 to help the center.

Discussion ensued on the following: none

MOTION: Council Member Stone moved to approve the request to approve funding in the amount of \$25000 for CCH. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

- b) Request approval to enter into an agreement with Aanko Technologies for \$140,000 to complete the City of Twin Falls Emergency Operations Plan (EOP) and authorize the Mayor to sign the agreement.

Assistant Public Works Director Steel requested approval to enter into an agreement with Aanko Technologies for \$140,000 to complete the City of Twin Falls Emergency Operations Plan (EOP) and authorize the Mayor to sign the agreement.

Discussion ensued on the following:

Council Member Pierce recognized this committee for working hard on this.

MOTION: Council Member Pierce moved to approve the request to enter into an agreement with Aanko Technologies for \$140,000 to complete the City of Twin Falls Emergency Operations Plan (EOP) and authorize the Mayor to sign the agreement. **Council Member Stone** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 7 to 0.

6) General Public Input

7) Advisory Board Report/Announcements

8) Adjournment

The meeting adjourned at 05:28 PM

Rachael Long, Deputy City Clerk

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

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 20_____, by and between **GERALD MARTENS**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

WHEREAS, Trustor is the owner of the real property described below (the "Property"); and

WHEREAS, it is the desire and intent of Trustor to arrange, by and through this Agreement, for the orderly development and sale of the Property, in a manner that is conducive to achieving full compliance with applicable rules and regulations of Twin Falls County, Idaho, and the City of Twin Falls, Idaho, in effect on the date of approval of the subdivision of the property.

NOW THEREFORE, it is agreed between the parties hereto as follows:

1. That upon the execution of this Agreement by both parties, the Trustor agrees to execute and deliver to the Trustee a Warranty Deed, conveying to the Trustee, in Trust, to be held solely for the benefit of the Beneficiary, the Property, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 1, **SOUTH RIDGE SUBDIVISION**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____, of Plats, page _____, records of Twin Falls County, Idaho.

2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for lots in **SOUTH RIDGE SUBDIVISION**, a copy of which is attached hereto as Exhibit "A," or those which are placed on the Property with the prior written consent of the Trustee. The Trustee shall not convey, transfer or encumber all or any interest in the Property, save and except to the extent as directed by the Trustor by written instrument delivered to the Trustee.
3. It is understood and agreed that the purpose of this Agreement is to provide Trustor with a convenient means of, subdividing, developing and selling the Property. It shall be the entire responsibility of the Trustor to effect such developing, subdividing and selling of the Property and to provide whatever subdivision plat it may desire and to pay all costs and expenses of said developing, subdividing and selling, and Trustee shall have no liability for any costs or expenses therefor or for any claim, damage, loss or liability sustained to the Property or Trustor or to any other person or persons in connection with said matter, save and except to the extent caused by Trustee's failure or refusal to comply with the terms and conditions of this Agreement.

4. The Trustor may, as it desires from time to time, sell all or any portion of the Property in its sole and complete discretion subject to the restrictions of the Phase Control Development Notice for lots in said subdivision. The Trustee agrees that, when it is so instructed in writing by Trustor, Trustee shall execute and deliver to the person or persons designated by Trustor, a fiduciary deed conveying good and marketable title to the Property or any part thereof as designated, and at said time the Trustor agrees to pay to Trustee any reasonable costs and expenses incurred by the Trustee hereunder and to pay the normal and customary fee for the cost of an owner's title insurance policy to be issued by *TITLEFACT, INC.*
5. It is agreed that Trustee shall not be liable or responsible for the condition of title to the Property, except as may be provided in any title insurance policy issued by the Trustee, and Trustee shall have no liability concerning possession or survey or any taxes, costs or expenses in connection with the Property, other than as herein provided.
6. It is agreed that the term of this Agreement shall expire when all of the above described Lots have been conveyed by the Trustee pursuant to Trustor's written instructions.
7. It is agreed that this Trust Agreement may not be revoked or amended without the prior written approval of the Beneficiary. If Trustee is presented with written notice of Termination by both Trustor and Beneficiary, and Trustee receives Trustor's payment of all reasonable out-of-pocket costs and expenses incurred by Trustee in connection with this Agreement, if any, the Trustee shall immediately reconvey to Trustor the remaining part of the Property; and thereafter no party hereto shall have any further liability to the others in connection with the Property or under the terms of this Agreement.
8. Trustor agrees to indemnify and save harmless Trustee from any claims, demands, judgments, costs and expenses including reasonable attorney's fees and any other obligation or liability of any kind or nature that the Trustee may for any reason suffer, incur or expend by reason of this Trust Agreement or in the administration thereof, other than for or as a result of Trustee's misconduct, breach of this Agreement, or willful neglect.
9. This Agreement shall bind the parties hereto, their heirs, representatives, successors and assigns.
10. It is understood and agreed that the Trustee may charge the Trustor a reasonable fee for serving as Trustee.

Date: 6.8.2026

TRUSTOR:



GERALD MARTENS

Date: June 8, 2026

TRUSTEE:
TITLEFACT, INC.

BY: 

Date: _____

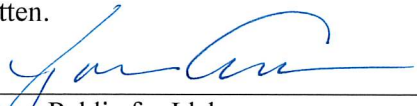
BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF Twin Falls
County of Idaho

On this 8th day of JUNE 2026, before me, a Notary Public in and for said State, personally appeared **Gerald Martens** known or identified to me to be the persons^ whose names^ are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same.

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




Notary Public for Idaho
Residing at Twin Falls
Commission expires: 8.26.2030



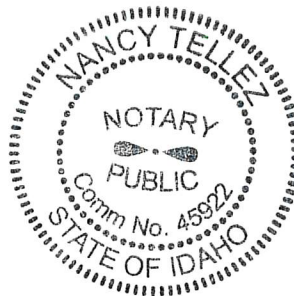
STATE OF IDAHO
County of Twin Falls

On this 8th day of June, 20 26, before me, the undersigned, Notary Public in and for said State, personally appeared Rudy Hshenbruner, known or identified to me to be the Vice President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Notary Public for Idaho
Residing at: mu'taugh
My Commission expires: 12/15/2029



STATE OF IDAHO
County of Twin Falls

On this _____ day of _____, 20_____, before me, the undersigned,
Notary Public in and for said State, personally
appeared _____, known or
identified to me to be the _____ for the City of Twin Falls, Idaho, and known to
me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she
executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho
Residing at:
My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of any undeveloped lot in until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

TITLEFACT, INC., will hold the deed to all undeveloped lots in Escrow with instructions to convey only those lots covered by the recorded Improvement Agreement for Developments.

The real property subject to this notice is
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, Block 1, **SOUTH RIDGE SUBDIVISION**, Twin Falls County, Idaho.


Date: 6.8.2026

TRUSTOR:


GERALD MARTENS

Date: 6/8/26

TRUSTEE:
TITLEFACT, INC.

BY: 

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of _____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Gerald Martens hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development South Ridge Subdivision.

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

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

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

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

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

W I T N E S S E T H

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

I.

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

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

II.

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

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

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

III.

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

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X

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

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

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

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

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

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

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

XI.

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

PUBLIC WAYS

(a) Required Improvements

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

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

(c) Required Inspections and Testing

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

WATER SYSTEM

(a) Required Improvements

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

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

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

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

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

(c) Required Inspections and Testing

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

STORM DRAINAGE SYSTEM

(a) Required Improvements

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

- (3) If storm run-off cannot be conveyed without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals, or the general public, the storm drain shall be piped to the retention facility.
- (4) All retention areas are to be on a designated lot to be maintained by the owner or when applicable, in a dedicated/exclusive storm water easement, granted to the City of Twin Falls.

(b) City Costs

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

(c) Required Inspections and Testing

- (1) The City will inspect all dry wells for geometry and materials. Rock will be submitted to the Developer's Engineer for confirmation of void space prior to placement in dry wells. Documentation of confirmation shall be provided to the city engineering department. A request for inspection shall be called in, forty eight (48) hours in advance or two (2) working days whichever is greater.

GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

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

(b) City Costs

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

PRESSURE IRRIGATION SYSTEM

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

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

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

SPECIAL FEATURES

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

- a) Required Improvements

- b) City Costs
 - (1) None.

XIII.

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

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

XIV.

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

XV.

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

NOTICE OF DEVELOPER'S AGREEMENT

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

South Ridge Subdivision

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

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer

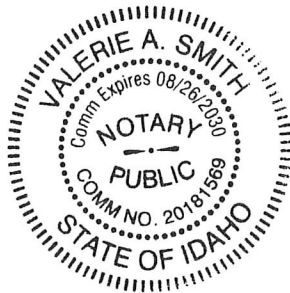
[Handwritten signature of Gerald Martens]

GERALD MARTENS

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

On this 8TH day of JUNE, 2026, before me, the undersigned, a Notary Public for Idaho, personally appeared GERALD MARTENS, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



[Handwritten signature of Valerie A. Smith]
Notary Public for Idaho
Residing TWIN FALLS, ID
EXP: 8.26.2030



Date: Monday, June 15, 2026
To: Honorable Mayor and City Council
From: Matthew Hicks, Chief of Police, Brent Wright, Captain

PRESENTATION

Request:

Formal ceremony promoting Records Clerk Katie Gardner to the position of Administrative Services Supervisor before the City Council.

Time Estimate:

Approximately five minutes

Background:

Katie Garder was hired by the Twin Falls Police Department on August 31, 2020.

Approval Process:

Consent of the City Council

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Chief Hicks will be formally promoting Records Clerk Katie Gardner to the position of Administrative Services Supervisor before the Honorable Mayor Brown and members of the City Council on June 15, 2026.

Attachments:

None



Date: Monday, June 15, 2026
To: Honorable Mayor and City Council
From: Shawn Barigar, Economic Development Director

ACTION ITEM

Request:

Presentation of Opportunity Zone 2.0 application

Time Estimate:

10 minutes

Background:

The federal Opportunity Zone program was established in 2017 to encourage long-term private investment in economically distressed communities through favorable capital gains tax treatment. Idaho originally received 28 Opportunity Zone designations, including Downtown Twin Falls (Census Tract 16083001100).

Congress recently reauthorized and made the program permanent through what is commonly referred to as Opportunity Zone 2.0. As part of that process, states must nominate a new set of Opportunity Zone tracts for designation beginning January 1, 2027. Idaho has approximately 80 eligible census tracts statewide but may nominate only 25 tracts for designation. Idaho Commerce is managing a competitive application process to assist the Governor in determining the 25 tracts to designate for Opportunity Zone 2.0.

There are 4 eligible Census Tracts within the City of Twin Falls. Staff evaluated the criteria for Opportunity Zones and compared the poverty rates, household income levels, indicators of economic distress, and likelihood of incentivized redevelopment. Based upon that evaluation, staff intends to submit an application to Idaho Commerce requesting that the Governor nominate Downtown Twin Falls Census Tract 16083001100 for re-designation as an Opportunity Zone.

Staff believes Downtown Twin Falls is one of Idaho's strongest Opportunity Zone candidates because it combines demonstrated economic need with active redevelopment momentum, development-ready sites, supportive local policies, and a proven record of public-private investment. Since its original designation in 2018, the area has attracted significant reinvestment utilizing the Opportunity Zone tool, including Main Avenue Lofts/160 Main, Masqueray Apartments, and 2nd South Market, demonstrating the area's ability to successfully attract and deploy private capital.

The proposed tract aligns with the Twin Falls Comprehensive Plan, Downtown Master Plan, Old Towne-2 Urban Renewal Plan, and the City's economic development priorities. A key advantage is that a significant portion of the downtown Opportunity Zone is overlapped with the active Old Towne-2 Urban Renewal Area. This allows Opportunity Zone investment to be paired with urban renewal tools, infrastructure improvements, and public-private partnerships. Prior investments in streetscapes, utilities, alleys, and other public infrastructure have reduced development risk and improved project feasibility.

Looking ahead, the City and Urban Renewal Agency are advancing redevelopment opportunities at the 2nd & Hansen Catalyst Site and the Old Towne South Redevelopment Area, both expected to support

mixed-use and housing development. Re-designation would help Twin Falls remain competitive for Opportunity Zone investment, encourage redevelopment and housing creation, leverage existing public investments, and strengthen ongoing downtown revitalization efforts.

Approval Process:

Budget Impact:

Regulatory Impact:

N/A

History:

N/A

Analysis:

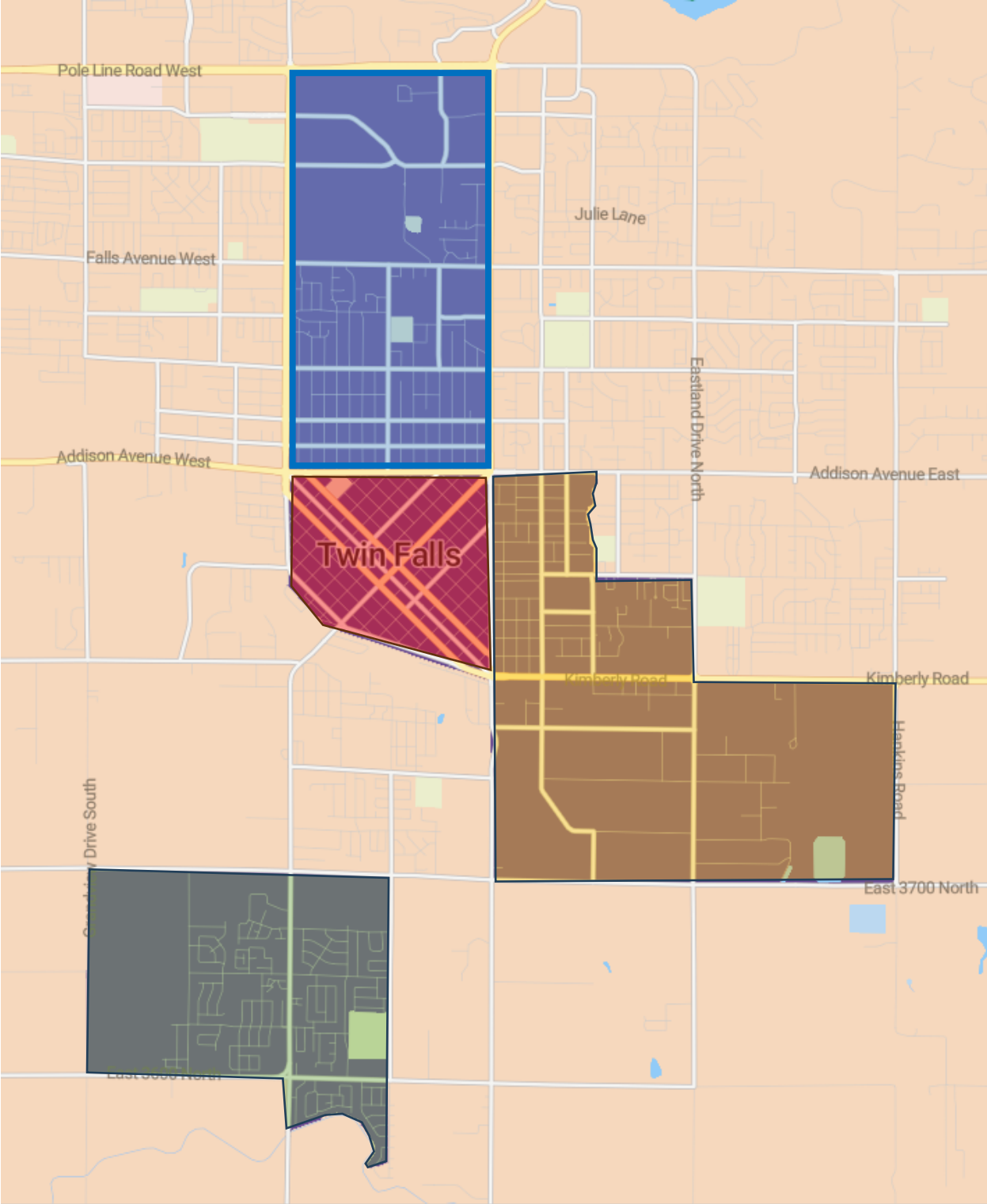
N/A

Conclusion:

This is an informational item for the City Council, though staff would take any direction you may have related to this intended application. The application to the State is due June 30 and the Governor will make recommendations to the U.S. Department of Treasury later this summer with designations being announced later this fall.

Attachments:

1. Opportunity Zone 2.0 Tract Map





Date: Monday, June 15, 2026
To: Honorable Mayor and City Council
From: Matthew Hicks, Chief of Police

ACTION ITEM

Request:

Requesting the City Council to authorize Chief of Police, Matthew Hicks, to sign the Mutual Assistance Agreement with the Idaho Attorney General's Office regarding dedicating one existing employee to be an ICAC (Internet Crimes Against Children) agent within the Twin Falls Police Department.

Time Estimate:

Approximately five minutes.

Background:

The primary expectations for the designated Internet Crimes Against Children (ICAC) Task Force Agent under the proposed agreement with the Idaho Attorney General's Office states that the assigned officer would remain a City employee, subject to City supervision and personnel policies, but serve as a member of the statewide ICAC Unit for assigned ICAC work. The Attorney General's Office would retain exclusive control over ICAC Unit operations and case assignments.

The Task Force Agent's responsibilities include investigating ICAC cases; reviewing Cyber Tips; preparing and executing search warrants; conducting surveillance; making arrests; interviewing suspects; drafting reports; compiling discovery for charged cases; submitting requests to the Child Victim Identification Program; completing arrest and monthly status reports; attending required training and resiliency programs; and assisting with public education and outreach.

The agreement also requires the officer to maintain accurate time records, work the hours listed in Appendix A, and obtain advance approval for ICAC overtime. Non-ICAC work may be performed for the City only with advance notice to the Attorney General's Office and is not reimbursable under the agreement. ICAC funds may not be spent without prior written approval.

In addition, the Task Force Agent must follow strict confidentiality, records, and media requirements. ICAC investigative information may not be disclosed without prior written approval, and all media communications regarding ICAC activities require advance authorization. The officer also must participate in semiannual confidential mental health sessions due to the nature of the work.

Approval Process:

This request requires a simple majority approval from the City Council.

Budget Impact:

Regulatory Impact:

N/A

History:

N//A

Analysis:

N/A

Conclusion:

The Twin Falls Police Department Administrative Staff has reviewed this request and is recommending the City Council to authorize Chief of Police, Matthew Hicks, to sign the Mutual Assistance Agreement with the Idaho Attorney General's Office regarding dedicating one existing employee to be an ICAC (Internet Crimes Against Children) agent within the Twin Falls Police Department.

Attachments:

1. ICAC Task Force PAID Agent MOU - 2026

INTERAGENCY AGREEMENT
ICAC UNIT TASK FORCE AGENT

This Interagency Agreement (“Agreement”) is effective the ____ day of _____, 20__, between the Office of the Idaho Attorney General (“OAG”) and the _____ (“Agency”):

I. RECITALS

1. In its 2013 session, the Idaho Legislature amended Idaho Code § 67-1401 and enacted Idaho Code § 67-1410 to establish an Internet Crimes Against Children (“ICAC”) Unit within the OAG. Pursuant to these statutes:

A. The ICAC Unit is authorized to conduct a statewide program for the investigation and prosecution of Internet-facilitated crimes against children.

B. The ICAC Unit is under the exclusive control of the OAG.

C. The OAG may receive assistance for the ICAC Unit from, or enter into written agreements with, any law enforcement agency or prosecutor and may renew, suspend, or revoke any such agreements at any time.

D. The OAG may designate law enforcement officers employed by local law enforcement agencies or by the State of Idaho to serve as ICAC Unit Task Force Agents (“Task Force Agent”). All Task Force Agents are considered members of the ICAC Unit. Designation of a commissioned law enforcement officer to serve as a Task Force Agent does not constitute employment by the OAG or otherwise create a property right to which due process applies.

E. The OAG may employ attorneys, investigators, and others for the ICAC Unit and may adopt rules necessary to implement the duties and responsibilities set forth in Idaho Code §§ 67-1401(16) and 67-1410.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual promises and covenants herein contained, the parties agree as follows:

II. AGREEMENT

1. Designation of Task Force Agent: The parties shall mutually agree upon a commissioned law enforcement officer employed by the Agency to be designated as a Task Force Agent. The designated Task Force Agent shall be identified in Appendix A.

2. Time for Performance: The Task Force Agent designation shall start on the date set forth in Appendix A and continue until the OAG or the Agency terminates the Task Force Agent’s service or this Agreement. The Agency shall make every reasonable effort

to rotate the commissioned law enforcement officer designated as a Task Force Agent every 2.5 or 3 years.

3. Scope of Work: The designated Task Force Agent will be required to perform various duties related to ICAC, including, but not limited to:

A. Investigating ICAC cases by reviewing CyberTips, writing and executing search warrants for electronic service providers, conducting surveillance, applying for and executing residential search warrants, arresting suspects, interviewing suspects, and drafting investigative reports.

B. Compiling a complete discovery packet for each case where an arrest is made and charges are filed.

C. Submitting requests to the Child Victim Identification Program (“CVIP”) in each case that involves child sexual abuse material.

D. Filling out reports for use by the ICAC Unit, including arrest reports and monthly status reports.

E. Attending ICAC training and mental resiliency programs.

F. Assisting in public education and community outreach initiatives.

G. Other work that furthers the duties and goals of the ICAC Unit.

4. Location: The Task Force Agent will work at the Agency.

5. Work Assignment: All ICAC-related case assignments will be made by the ICAC Commander or her designee.

6. ICAC Funds: The Task Force Agent shall not spend ICAC funds without prior written approval from the ICAC Commander.

7. Equipment: The Agency and the OAG, each at their own expense, shall furnish the Task Force Agent with the equipment listed in Appendix B.

8. Hours Worked – Overtime:

A. The Task Force Agent will work the number of hours per week set forth in Appendix A. Additional hours worked on ICAC matters must be approved in advance by the ICAC Commander.

B. For purposes of this Agreement, hours worked on ICAC matters will include training necessary to retain peace officer certification, mental and physical fitness evaluations, and requirements of the Task Force Agent’s employment with the Agency.

Hours worked on ICAC Unit matters will not include time worked on non-ICAC Unit investigative, administrative, or other matters for the Agency, and will not include specialized training in matters not directly related to the ICAC Unit's mission and goals.

C. All payment for overtime worked by the Task Force Agent on ICAC matters will be paid from the federally funded ICAC grant, upon pre-approval by the ICAC Commander.

9. Time Records: The Task Force Agent will timely maintain and submit to his/her local law enforcement agency written records of the hours worked for the ICAC Unit, including a description of the matters worked on and type of work performed. The Agency will review and approve such records and submit them to the OAG for reimbursement monthly.

10. Work for the Agency: The Task Force Agent may work on non-ICAC Unit matters for the Agency at the request of the Agency, with advance notice to the OAG. The Agency will not be reimbursed by the OAG for time worked by the Task Force Agent on non-ICAC Unit matters.

11. Payment of Salaries and Costs:

A. The OAG will pay the Agency at the rate stated in Appendix A, to reimburse the Agency for the work of the Task Force Agent on ICAC matters. Such payment will be made pursuant to the schedule set forth in Appendix A. Reimbursement will only be for hours actually worked on ICAC-related matters as stated in this Agreement.

B. The OAG will either reimburse the Agency for agreed-upon costs or directly pay Agency costs, as identified in Appendix C.

12. Employment Status of the Task Force Agent: In accordance with Idaho Code § 67-1410(3), the OAG has exclusive control of the ICAC Unit. However, the Task Force Agent, in performing work pursuant to this Agreement for the ICAC Unit and for all other purposes, will remain an employee of the Agency and subject to Agency supervision and will not be an employee of the OAG. The Task Force Agent will be subject to the laws, regulations, policies, and personnel rules applicable to the Agency and will continue to report to the Agency.

13. Federal, State and Local Taxes: The Task Force Agent will be paid directly by his/her local law enforcement agency. Accordingly, the OAG will not withhold any federal, state, payroll or other taxes from reimbursement payments made to the local law enforcement agency. All payroll deductions and withholding or payment of all taxes are the responsibility of the Agency and the Task Force Agent.

14. Benefits: Because the Task Force Agent is not an employee of the OAG, he/she is not eligible for, nor entitled to, and will not participate in the State of Idaho's pension, health, or other benefit plans as an OAG employee.

15. Workers' Compensation: The OAG will not obtain workers' compensation insurance for a non-OAG Task Force Agent. The Agency agrees to obtain workers' compensation coverage as required by law for the Task Force Agent. The Agency must furnish a copy of the Task Force Agent's certificate of workers' compensation insurance to the OAG upon request.

16. Termination: Either party may, in its sole discretion and with or without cause, immediately terminate this Agreement in its entirety, or as to any individual designated as a Task Force Agent, upon written notice to the other party. In the event of termination, the Task Force Agent shall promptly discontinue all work on behalf of the ICAC Unit. The Task Force Agent and the Agency shall promptly return to the OAG any equipment or property owned by the OAG or furnished pursuant to this Agreement; any passes, cards, or identification for parking or building access; and all data, reports, estimates, summaries, or other information or materials as may have been accumulated by the Task Force Agent or the Agency in performance of the Agreement, whether completed or in process.

17. Investigations and Prosecutions:

A. The ICAC Commander, or her designee(s), will prioritize cases for investigation.

B. The OAG will prosecute all cases investigated by the ICAC Unit, unless a Deputy Attorney General determines on a case-by-case basis that a case investigated by the ICAC Unit will be referred to another office for prosecution.

18. Use of Force:

A. The Task Force Agent will follow the Agency's policies concerning firearms and use of deadly force.

B. The Task Force Agent will follow the Agency's policies concerning less-than-lethal devices. The Agency will ensure that while the Task Force Agent is participating in ICAC Unit operations, the Task Force Agent will carry only those less-than-lethal devices that the Agency has issued to the Task Force Agent and for which the Task Force Agent has been trained in accordance with the Agency's policies.

19. Work Product, Information Sharing, and Records:

A. All documents, including, but not limited to, policies, procedures, standards and other documents prepared by or with the assistance of the Task Force Agent for the ICAC Unit are owned by and for the exclusive use of the OAG and shall not be disclosed to any person without the prior written approval of the Chief of the Criminal Law Division.

B. Investigation reports prepared by the Task Force Agent shall be prepared and maintained in compliance with the OAG's existing policy and procedure, subject to additional numeric or other identification for the use and reference of the ICAC Unit.

C. No information possessed by the ICAC Unit regarding potential, ongoing, or closed investigations, including information involving potential or actual crime victims, shall be disseminated by the Task Force Agent without the prior written approval of the Chief of the Criminal Law Division and in accordance with applicable state and federal laws and the internal regulations, policies, and procedures of the ICAC Unit. Any unauthorized release of information shall be immediately reported to the ICAC Commander or the Chief of the Criminal Law Division.

D. Public records requests directed to the ICAC Unit shall be processed by the OAG. Public records requests directed to the Agency shall be processed by the Agency.

E. At the direction of the ICAC Commander, the Task Force Agent shall prepare periodic summaries or reports of his/her work with the ICAC Unit and submit them to the ICAC Commander for the OAG's records and for dissemination to agencies participating in the ICAC Unit.

20. Media: All media contact, including the issuing of press releases, regarding the ICAC Unit or its activities shall only occur with prior written approval from the Chief of the Criminal Law Division. Press releases shall be pre-approved by the ICAC Commander and the Chief of the Criminal Law Division.

21. No Authority to Bind the OAG: The Task Force Agent will have no authority to enter into contracts or agreements on behalf of the OAG. This Agreement does not create a partnership between the OAG and the Agency or Task Force Agent and nothing herein shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the OAG and the Task Force Agent in any respect.

22. Limitations: Nothing in this Agreement shall be construed as limiting or expanding the statutory or regulatory authority or responsibilities of the OAG or the Agency, or limiting the OAG or the Agency in the performance of functions granted to them by law, or as requiring the OAG or the Agency to expend any sum in excess of its respective appropriation. All provisions of this Agreement are subject to the laws, ordinances, rules, and regulations applicable to the OAG and the Agency respectively.

23. Fiscal Necessity and Non-Appropriation: The OAG is a governmental entity, and the OAG and the Agency agree and understand that the OAG's payments herein provided for shall be paid from Idaho state legislative appropriations and that the legislature is under no legal obligation to make appropriations to fulfill this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the OAG or the State of Idaho beyond the term of any particular appropriation of funds by the Idaho Legislature as may exist from time to time.

24. Liability: The OAG and the Agency shall be responsible and liable only for the acts and omissions of their own officers, agents, and employees in connection with the performance of their duties under this Agreement. All acts and omissions of the Task Force Agent in connection with his/her performance of duties under this Agreement shall be the responsibility of the Task Force Agent and the Agency. In the event of a liability claim, the OAG and the Agency shall each defend their own interests. Neither the OAG nor the Agency indemnifies one another. Nothing in this Agreement shall be construed to confer on any other person or party any rights, remedies, obligations, or liabilities under this Agreement.

25. Confidentiality: The OAG and the Agency agree and understand that any confidential information pertaining to investigations of Internet-facilitated crimes against children shall be held in strictest confidence and will only be shared within the ICAC Unit or with other law enforcement agencies where necessary and as otherwise permitted by state and federal law.

26. Legal Compliance: In performance of this Agreement, the OAG and the Agency agree to comply with all applicable requirements of state and federal statutes, rules, and regulations.

27. Non-Assignment: Neither party to this Agreement may assign or delegate its rights or duties herein to any third party.

28. Modification or Amendment of Agreement: The OAG and the Agency understand that matters not presently contemplated in this Agreement will necessarily be involved in the future administration of this Agreement. This Agreement may be modified in writing by the agreement of the OAG and the Agency at any time. Appendices hereto may be modified in writing by agreement of the parties at any time to provide for changes in personnel, reimbursement rates, and provided equipment while the Agreement remains in effect. No change or modification to this Agreement shall be valid unless it is in writing and signed by both the OAG and the Agency.

29. Notices: Any notice given in connection with this Agreement shall be in writing and shall be delivered, either by hand to the other party, or by certified mail, postage prepaid, return receipt requested, to the addressee provided below or his/her successor, or by e-mail to the e-mail address listed below. Notice shall be deemed delivered immediately upon personal service or e-mail, or forty-eight (48) hours after depositing notice in the United States mail. Either party may change its address by giving written notice of the change to the other party.

TO: Jeff Nye
Chief, Criminal Law Division
Office of the Attorney General
700 W. State Street, 4th Floor
P.O. Box 83720
Boise, ID 83720-0010
jeff.nye@ag.idaho.gov

TO: Name: _____
Title: _____
Agency: _____
Address: _____

Email: _____

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

31. Effective Date: This Agreement, including Appendices A through D, supersedes all previous Agreements and shall be in full force and effect from the date of the last signature affixed below.

Signature: _____ Dated _____

Name: _____

Title: _____

Office of the Attorney General

Signature: _____ Agency Head Dated _____

Name: _____

Title: _____

Agency: _____

APPENDIX A
INTERAGENCY AGREEMENT
ICAC UNIT TASK FORCE AGENT

AGENCY: _____

Pursuant to the foregoing Interagency Agreement, the Agency hereby assigns to the OAG’s ICAC Unit and the OAG hereby designates as a Task Force Agent, the following employee of the Agency, who shall serve starting at the time indicated. The OAG shall reimburse the Agency at the rate indicated for actual hours worked as a Task Force Agent related to ICAC Unit activities.

I. Employee

Agency Employee Name/Title: _____

Agency Supervisor/Title: _____

Effective date of designation as Task Force Agent: _____

Hours per week: 40 hours per week + pre-approved overtime

Rate	FICA	FICA MED	Unemployment	Workers Comp	PERSI	Disability	Medical/Dental/Vision	Life Insurance

Total Annual Salary & Benefits

Total Loaded Hourly Rate

Total Loaded OT Hourly Rate

II. Method of Reimbursement:

The OAG shall reimburse the Agency pursuant to this Agreement. The Agency shall submit timesheets and an invoice to the OAG monthly. The Agency shall submit each monthly invoice within forty-five (45) days after the end of the month for which the Task Force Agent billed hours to the ICAC Unit (for example, the invoice covering time worked in January shall be submitted no later than March 17). The OAG shall reimburse the Agency for properly submitted invoices within thirty (30) days after receipt. The OAG will not pay invoices submitted after the 45-day deadline.

III. Updated Appendix A:

Appendix A will be updated as needed to reflect changes in reimbursement rate or personnel. Any changes to either shall be submitted, unsigned, to the OAG at least 30 days in advance and include all applicable financial information. The OAG will not pay increased rates that were not preapproved by the OAG.

IV. Overtime Rate:

The overtime reimbursement rate is to be calculated using actual Agency costs and shall only include fixed expenses that increase with the amount of hours worked (e.g., medical insurance).

Signature: _____ Dated _____

Name: _____

Title: _____

Office of the Attorney General

Signature: _____ Agency Head Dated _____

Name: _____

Title: _____

Agency: _____

APPENDIX B
INTERAGENCY Agreement
EQUIPMENT

AGENCY: _____

I. EQUIPMENT TO BE FURNISHED BY THE OAG:

Laptop for working ICAC cases

Unless otherwise agreed to in writing, equipment furnished by the OAG will remain the OAG's property and shall be returned to the OAG at the conclusion of the Task Force Agent's work for the ICAC Unit.

II. EQUIPMENT TO BE FURNISHED BY THE AGENCY:

Police issue equipment (e.g., uniforms, firearms, ballistic vests, vehicles, etc.)

Signature: _____ Dated _____

Name: _____

Title: _____

Office of the Attorney General

Signature: _____ Agency Head Dated _____

Name: _____

Title: _____

Agency: _____

APPENDIX C
INTERAGENCY AGREEMENT
COSTS

AGENCY: _____

I. COSTS TO BE REIMBURSED TO THE AGENCY:
(Detail any costs to be reimbursed or indicate “Not Applicable”)

Method of Reimbursement:

II. COSTS TO BE PAID DIRECTLY BY THE OAG:
(Indicate any costs to be paid or indicate “Not Applicable”)

Costs as outlined in Appendix A.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____
Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

APPENDIX D
INTERAGENCY AGREEMENT
MENTAL HEALTH

Purpose:

The Criminal Law Division arranges for a certified professional to attend both one-on-one and group sessions with the ICAC Unit on a regular basis. The purpose of these sessions is to provide members with options and opportunities to process emotional experiences and reactions related to their job duties, provide members with intervention strategies, provide members education on early warning signs of mental health concerns, and provide members with options to manage exposure to secondary and vicarious trauma.

1. **Mandatory Individual Sessions.** Each member of the ICAC Unit who views CSAM as part of his or her job, including the Task Force Agent, must meet with a mental health professional in a one-on-one setting on a semiannual basis.
 - a. **Designated Mental Health Professional.** The ICAC Unit contracts with a designated mental health professional for the Mandatory Individual Sessions at the ICAC Unit's expense. The Task Force Agent may satisfy the Mandatory Individual Session requirement by meeting with a different mental health professional with the approval of the Agency. The ICAC Unit only pays for sessions with the designated mental health professional.
 - b. **Timecard.** Time the Task Force Agent spends attending the Mandatory Individual Sessions counts as time worked under this Agreement and can be billed to the OAG by the Agency.
2. **Optional Individual Sessions.** Members of the ICAC Unit can also schedule Optional Individual Sessions with the designated mental health professional to be paid for by the ICAC Unit. These Optional Individual Sessions should last for one hour or less and should focus on trauma or secondary trauma caused by work-related activities. The designated mental health professional should require members who need counseling for personal or other reasons to see a different provider at their own expense.
 - a. **Timecard.** Time the Task Force Agent spends attending Optional Individual Sessions does not count as time worked under this Agreement.
3. **All Individual Sessions Private.** The only purpose for each session is to benefit the mental, emotional, and psychological health of the Task Force Agent. The Task Force Agent and the mental health professional shall not be required to disclose at any time or for any reason anything discussed during any of the sessions unless such disclosure is required by law. The mental health professional must keep

confidences as required by the professional standards of his or her profession and the Idaho Rules of Evidence.

- 4. **Group Resiliency Trainings.** The ICAC Commander will schedule group resiliency trainings with the designated mental health professional and may also utilize other mental health professionals or other knowledgeable individuals for group presentations or discussions related to the negative effects of viewing CSAM. The ICAC Commander will determine the frequency of any resiliency trainings and whether such trainings are mandatory or optional.

IN WITNESS THEREOF, the respective parties hereby give their consent and do execute Appendix D.

Signature: _____

_____ Dated

Name: _____

Title: _____

Office of the Attorney General

Signature: _____
Agency Head

_____ Dated

Name: _____

Title: _____

Agency: _____

Signature: _____
Task Force Agent

_____ Dated

Name: _____

Title: _____

Agency: _____



Date: Monday, June 15, 2026
To: Honorable Mayor and City Council
From:

ACTION ITEM

Request:

Requesting approval for the Twin Falls Police Department to participate in a digital forensics grant program through DATAPILOT.

Time Estimate:

Approximately 10 minutes

Background:

The Twin Falls Police Department is requesting approval to participate in the non-competitive DataPilot Digital Forensics Program and to authorize the associated purchase of mobile forensic hardware, software, cable kits, and online training in the quoted amount of \$6,995. Participation in this law-enforcement-focused program will strengthen the Department's capacity to collect, preserve, and analyze digital evidence in-house, improving investigative efficiency and case outcomes while reducing reliance on external providers. At present, the Department processes approximately 10–15 devices per month. Building internal capacity will reduce turnaround times, improve evidence handling and documentation, and better support case development and prosecution.

The DataPilot program is a first-come, first-served, non-competitive grant initiative designed for law enforcement, corrections, probation and parole, and state agencies that have a demonstrated need for mobile forensic tools and training. Under the program, participating agencies may obtain multiple software licenses as needed and must ensure that at least one employee completes up to four hours of on-demand training. For Twin Falls, the proposed acquisition includes the DPX mobile field acquisition device, desktop forensic software, online training to meet the program requirement, and comprehensive cable kits to support common devices. Together, these components will allow investigators to triage and acquire data in the field when appropriate, then complete more detailed extractions and reviews within a controlled lab environment.

Approval of this item will authorize the initial purchase at the quoted total of \$6,995 and commit the City to the program's 50 percent local match requirement. Staff recommends using Asset Forfeiture Fund 191 to satisfy the local share and requests Council adoption of a budget amendment to appropriate those funds for this purpose. Looking ahead, the program includes optional annual renewals to maintain software and field unit support. The desktop software renewal is \$1,995 per year, and the DPX field unit renewal is \$1,795 per year. If both are renewed in the same year, the combined cost is discounted by \$500, resulting in a total of \$3,290. These renewals are discretionary and will be evaluated each budget cycle based on workload, investigative outcomes, and technology coverage; staff will return to Council for any future appropriations or contract actions as required.

The proposed purchase includes online training, a field acquisition device, desktop forensic software, and cable kits for supported devices. The DATAPILOT quote provided to the Twin Falls Police Department totals \$6,995.

Approval Process:

Consent of the City Council

Budget Impact:

The total cost is: \$6,995.00

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff has reviewed the contract and recommends the City Council authorize amending the existing asset forfeiture budget to purchase the DATAPILOT digital forensic software, equipment, and training for the Twin Falls Police Department in the amount of \$6,995.

Attachments:

1. Twin Falls GO3_V1

DATAPILOT

18200 Von Karman Avenue, Suite 780 | Irvine, CA 92612 | TEL: (949) 341-0007 | FAX: (949) 341-0008

GENERAL INFORMATION

Contact Name	bert weight	Quote Number	00009053
Phone	208-735-7216 📞	Created Date	6/3/2026
Email	bwright@tfid.org	Expiration Date	7/30/2026
		Payment Terms	Net 30

BILLING AND SHIPPING

Bill To Name	Twin Falls Police Department (ID)	Ship To Name	Twin Falls Police Department (ID)
Bill To	321 2nd Avenue East Twin Falls, ID 83301 United States	Ship To	321 2nd Avenue East Twin Falls, ID 83301 United States

Quantity	Product Code	Product Description	List Price	Adjustment \$	Subtotal \$
1.00	BN-PK3	Grant Package Three Thank you for your service.	(\$5,790.00)		(\$5,790.00)
1.00	DP-TRN-ONLINE	Live (online) Certified Training for DATAPILOT products. DATAPILOT trainers will help guide and teach use cases for developing skills in mobile forensics. Must complete and pass the written test for certification.	\$2,495.00	\$200.00	\$2,295.00
1.00	CP210-DX	DATAPILOT X Field Acquisition Device Includes external devices software add-on and carrying case with 1-yr software and support DPDesktop Report & Discovery viewer Complimentary training for User	\$5,995.00		\$5,995.00
1.00	CP200-DPD-KIT	DPDesktop Suite Includes 1-yr software with all necessary cables.	\$4,495.00		\$4,495.00
2.00	CP210-CBL	The Techno Cable Kit includes the variety of connectors required to collect video and linked screen capture from iOS 16+ and Android devices, gaming consoles, DVRs and HDMI output devices and accessories.	\$195.00	\$390.00	\$0.00
Grand Total \$					\$6,995.00

PREPARED BY

Thank you for considering DATAPILOT, Inc. Please contact me with any questions and/or additional information.

Prepared By William Hinkle
Email whinkle@datapilot.com

Acceptance of Quote

Purchase Order Number: _____ Date: _____

Authorized By/Title (please print): _____

Authorized Signature: _____

NOTE: All prices are subject to all applicable state and/or local taxes and import fees. Terms are subject to credit department approval. Prices are subject to change without notice.



Date: Monday, June 15, 2026
To: Honorable Mayor and City Council
From: Matthew Hicks, Chief of Police

PRESENTATION

Request:

Request to present the Twin Falls Police Department 2025 Annual Report.

Time Estimate:

The presentation will take approximately 20 minutes including time for questions and answers.

Background:

For over 100 years, the Twin Falls Police Department has been ready to protect and serve the citizens and visitors of our community. Today, the TFPD consists of 82 sworn personnel and 40 civilian employees committed to providing excellent customer service, professional law enforcement, and effective crime prevention in an effort to make Twin Falls a safe community. We are guided by our values of Professionalism, Respect, Integrity, Dignity, and Excellence in an effort to accomplish our mission.

The presentation should answer any questions the Council may have pertaining to the previous year's activities of the Twin Falls Police Department and of any ongoing projects.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Request to present the Twin Falls Police Department's 2025 annual report to the City Council and discuss ongoing projects. The presentation should answer any questions the Council may have pertaining to the previous year's activities of the Twin Falls Police Department and of any ongoing projects.

Attachments:

None