



Twin Falls City Council Agenda

Monday, September 14, 2026, 5:00 PM
Council Chambers
203 Main Avenue East Twin Falls, Idaho

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) **PRESENTATION:** National Adult Education & Family Literacy Week
 - b) **PRESENTATION:** Falls Prevention Awareness
- 4) Consent Calendar
 - a) **ACTION ITEM:** Request to approve City Council August 31, 2026, minutes.
By: Rachael Long, Deputy City Clerk
 - b) **ACTION ITEM:** Request to approve Accounts Payable for August 27th through September 9th, 2026.
By: Amy Luna, City Clerk
 - c) **ACTION ITEM:** Request to approve September 09, 2026, Travel Requests.
By: Amy Luna, City Clerk
 - d) **ACTION ITEM:** Request to approve Findings of Facts and Conclusions of Law for the following: PZ6-0077 - PUD Amendment
By: Jonathan Spendlove, Planning and Zoning Director
 - e) **ACTION ITEM:** Request City Council approve the Special Event Permit for the organizers of the Rock Paper Scissors Tournament of Champions.
By: Wendy Davis, Director of Parks and Recreation
 - f) **ACTION ITEM:** The Twin Falls Police Department was tasked with obtaining an addendum from Flock Safety for its Automated License Plate Reader (ALPR) services.
By: Matthew Hicks, Chief of Police
- 5) Items of Consideration
 - a) **ACTION ITEM:** Request to approve the use of FY2026 wastewater budgeted funds, not exceeding \$557,255, for funding the Canyon Rim Drop Line project final design Contract and Scope of Work with Hazen and Sawyer and authorize the mayor to sign.
By: Nathan Erickson, Environmental Manager
 - b) **PRESENTATION:** Presentation of a citizen survey regarding residential curbside recycling and request for Council direction on survey content before public release.
By: Chelsea Ross, Utility Billing Manager
 - c) **ACTION ITEM:** Request for City Council to initiate a Zoning Title Amendment to correct identified errors and omissions found in Title 10.
By: William Klaver, Senior Planner
 - d) **DISCUSSION:** Discussion with Council regarding customized questions for the 2026 National Citizen survey.
By: Mandi Thompson, Assistant to the City Manager
- 6) General Public Input
- 7) Advisory Board Report/Announcements
- 8) Public Hearings
 - a) **ACTION ITEM:** Public Hearing to Amend the FY 25-26 Budget
By: Mathew Farnes, Budget Coordinator

9) Executive Session

- a) **ACTION ITEM:** Request to adjourn into Executive Session pursuant to Idaho Code § 74-206(1)(c) To acquire an interest in real property not owned by a public agency

10) 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 información en Español, Por favor llame 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, August 31, 2026, 5:00 PM

Council Chambers

203 Main Avenue East Twin Falls, Idaho

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.

Absent: Grayson Stone

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Gretchen Scott, City Attorney Bruce Castleton, City Clerk Amy Luna, Deputy City Clerk Rachael Long, Police Captain Brent Wright, Public Information Coordinator Joshua Palmer, Urban Renewal Director Shawn Barigar, Airport Director Matt Barnes, Parks and Recreation Director Wendy Davis, City Engineer Troy Vitek

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) September 11-17th Patriot Week in Twin Falls

Mayor Brown read and presented the September 11-17th ***Patriot Week Proclamation***.

4) Consent Calendar

MOTION: Council Member Vollmer 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, 6 to 0.

a) Request to approve City Council 2026 August 24, Minutes.

b) Request to approve Accounts Payable for August 13-19, 2026.

c) Request to approve August 26, 2026, Travel Requests.

d) Request to approve an Alcohol License for Lucky Fins Twin Falls, LLC.

e) Request to approve the Findings of Facts and Conclusions of Law for the following:
PZ26-0057 - Zoning District Change
PZ26-0069 - Annexation

5) Items of Consideration

a) Transmittal of Second Amendment to the Urban Renewal Plan for Revenue Allocation Area #4-3.

Urban Renewal Director Barigar gave an update on the Transmittal of the Second Amendment to the Urban Renewal Plan for Revenue Allocation Area #4-3.

Discussion ensued on the following:

Council Member Murray has recused himself from this item; his employer has been benefiting from Chobani.

City Manager Rothweiler thanked Shawn for his work on this project and his thoughtfulness in making sure everyone benefits from this change.

- b) Consider a request to use the \$65,000 savings from Harmon Park Skatepark Infrastructure phase to do some additional site work improvements around the skate park.
P&R Director Davis requested to use the \$65,000 savings from Harmon Park Skatepark Infrastructure phase to do some additional site work improvements around the skate park.

Discussion ensued on the following:

Council Member Vollmer asked what lighting we have out there currently?

Council Member Reid asked if we could pull up the design to show what the plan will be.

MOTION: Council Member Pierce moved to approve the request to use the \$65,000 savings from Harmon Park Skatepark Infrastructure phase to do some additional site work improvements around the skate park. **Council Member Hawkins** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Consideration of a request for the City Council to appoint Todd Rambur to serve on the Airport Advisory Board - City Seat.
Airport Manager Barnes requested the City Council to appoint Todd Rambur to serve on the Airport Advisory Board, City Seat.

Discussion ensued on the following:

Council Member Reid thanked everyone involved that the process for this selection was great.

MOTION: Council Member Reid moved to approve the request to appoint Todd Rambur to serve on the Airport Advisory Board, City Seat. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- d) Authorize spending of funds for the Washington St and Filer Avenue Intersection design in the amount of \$234,048.99 from the Street Fund Reserves.
City Engineer Vitek requested to authorize spending of funds for the Washington St and Filer Avenue Intersection design in the amount of \$234,048.99 from the Street Fund Reserves.

Discussion ensued on the following:

Council Member?:

MOTION: Council Member Reid moved to approve the request to authorize spending of funds for the Washington St and Filer Avenue Intersection design in the amount of \$234,048.99 from the Street Fund Reserves. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

- e) Consider a request to use \$79,700 park impact fee cash reserves to finish the landscaping and purchase a sign and site amenities for Canyon Trail Junction.
Item 5 E has been removed and will come forward at a different date.

6) General Public Input

Maria Hernandez spoke about seeing a City come together in a time of need and supporting each other, unity.

7) Advisory Board Report/Announcements

City Manager Rothweiler announced we will be Closed next Monday and no meeting next week for Labor day.

Council Member Pierce reminded us about the fundraiser in the Park and the money will go to the victims.

8) Public Hearings

9) Executive Session

- a) Request to adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal, or disciplining of, or to hear complaints or charges brought against, a public officer, employee,

staff member or individual agent, or public-school student; and (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 adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal, or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. **Council Member Pierce** seconded the motion. The roll call vote showed all members present voted in favor of the motion, 6 to 0.

10) Adjournment

Convene to Executive Session 74206(1)(b)(f) at 05:38 PM. The Executive session ended at 6:15PM.

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](https://www.tfid.org)



Date: Monday, September 14, 2026
To: Honorable Mayor and City Council
From: Amy Luna, Deputy City Clerk, City Clerk

ACTION ITEM

Request:

Request to approve September 09, 2026, Travel Requests.

Time Estimate:

Background:

Approval Process:

Budget Impact:

Regulatory Impact:

History:

Analysis:

Conclusion:

Attachments:

None



BEFORE THE CITY COUNCIL OF THE CITY OF TWIN FALLS

In Re:	)	
	)	
<u>PUD Amendment,</u>	)	FINDINGS OF FACT,
<u>Application</u>	)	
	)	CONCLUSIONS OF LAW,
	)	
<u>Gerald Martens</u>	)	AND DECISION
Applicant(s)	)	

This matter having come before the City Council of the City of Twin Falls, Idaho on August 24, 2026, for public hearing pursuant to public notice as required by law for a PUD Amendment to allow “Health/Fitness Facility – Minor” on property located at 1341 Park View Drive, and the City Council having heard testimony from interested parties being fully advised in the matter, now makes the following

FINDINGS OF FACT

1. Applicant has applied for a PUD Amendment to allow “Health/Fitness Facility – Minor” on property located at 1341 Park View Drive.
2. All legal requirements for notice of public hearing have been met with advertisement taking place on the following dates: July 7, 2026 & August 6, 2026.
3. The property in question is zoned Town Neighborhood 1 (TN-1) Riverhawk Plaza PUD pursuant to the Zoning Ordinance of the City of Twin Falls. The property is designated as Town Neighborhood in the duly adopted Comprehensive Plan of the City of Twin Falls.
4. The existing neighboring land uses in the immediate area of this property are: to the north, Commercial; to the south, Residential; to the east, Commercial/Canyon Ridge HS; to the west, Residential.
5. The City Council discussed the proposed amendment to add Health/Fitness Facility – Minor to the list of permitted uses within the Planned Unit Development. Council requested clarification regarding the distinction between a minor and major health/fitness facility and was advised that the distinction is based on occupancy, with a minor facility

limited to an occupant load of 49 persons or fewer. Based on this clarification, Council found the proposed use appropriate for the development and approved the PUD amendment.

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

CONCLUSIONS OF LAW

1. The application for a PUD Amendment to allow “Health/Fitness Facility – Minor” on property located at 1341 Park View Drive is consistent with the purpose of the TN-1 Zone and is not detrimental to any of the outright permitted uses or existing special uses in the area.

2. The proposed use is consistent with the provisions of the Comprehensive Plan and Zoning Ordinance of the City of Twin Falls, and in particular Sections 10-1-2, 10-1-3, 10-1-4, 10-5-5-E, and base zone of the Twin Falls City Code and the PUD Agreement.

3. The proposed use is proper use in the TN-1 Zone, subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

4. The application for a PUD Amendment to allow “Health/Fitness Facility – Minor” on property located at 1341 Park View Drive should be granted, subject to all applicable requirements of the Zoning Ordinance, Adopted Standard Drawings and City code of the City of Twin Falls and subject to the conditions, which are attached as "Exhibit No. A", and incorporated by reference as though fully set forth herein.

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

DECISION

1. The application for a PUD Amendment to allow “Health/Fitness Facility – Minor” on property located at 1341 Park View Drive, subject to the conditions which are attached as "Exhibit No. A" and incorporated by reference as though full set forth herein.

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

MAYOR - TWIN FALLS CITY COUNCIL

DATE

APPLICATION #PZ26-0077



Council Agenda Information

Review

Approval Process:

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

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

Streets

Streets Recommends

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

Comments, requests and requirements from Streets

This event usually provides their own traffic control. A traffic control plan was not submitted.

Engineering

Engineering Recommends

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

Comments, requests and requirements from Engineering

Planning and Zoning

Planning and Zoning Recommends

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

Comments, requests and requirements from Planning and Zoning

Electrical



Electrical Recommends

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

Comments, requests and requirements from Electrical

Police



Police Recommends

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

Comments, requests and requirements from Police

Fire



Fire Recommends

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

Comments, requests and requirements from Fire

Parks



Parks Recommends

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

Comments, requests and requirements from Parks

Event Coordinator

Charges/Fees

Row	Description	Cost	Quantity
1	Application Fee	\$25.00	1

Total Due*

\$25.00

Special Event Departments *

Which departments should be asked to review this application?

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

Reviewer Name*

Mable Shurtleff

Initial Questions

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

- ☒ Yes
- ☐ No

Type of Event*

Please select all that apply

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

Estimated Number of Attendees*

200

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

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

- ☒ Yes
- ☐ No

Will your event impact or require any street closure? *

- ☒ Yes
- ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Provide a description of tents or structures.

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

We will have a check in tent that is 10x20, a contestant tent that is 10x10, a 10x10 tent for our photo booth, and a 10x10 tent for the DJ. They will all be secured with sandbags.

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☐ Yes ☒ No

Will you be camping overnight in any park facility? *

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Will there be hot air balloon(s)? *

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☒ Yes ☐ No

Contact Information

Event Organizer

First Name *

Angela

Last Name *

Wells

Onsite Contact

First Name *

Angela

Last Name *

Wells

Event Information

Event Name *

Rock Paper Scissors Tournament of Champions

Event Location (Park or Facility Requested)

Downtown Commons

Is this event indoors or outdoors? *

☐ Indoors

☒ Outdoors

Event Reoccurrence

☐ One Time Event

☐ Recurring over several weeks/months

Event Description *

First Federal will hold its annual Rock Paper Scissors Tournament of Champions, which is a fast-paced tournament that consists of 32 different local businesses that are playing to win a donation for their chosen non-profit organization. There are food trucks, a beer/wine tent, photobooths, and a DJ.

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

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

Event Map *

RPS Vendor map.pdf

498.09KB

Set-up Time Start *

09/17/2026 10:00:00 AM

Set-up Time End *

09/17/2026 05:00:00 PM

Event Time Start *

09/17/2026 05:00:00 PM

Event Time End *

09/17/2026 08:30:00 PM

Take Down Time Start *

09/17/2026 08:30:00 PM

Take Down Time End *

09/17/2026 10:00:00 PM

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

Permits, Licenses and Agreements

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

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

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

- ✓ Keg Permit will be required

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

Definitions

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

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

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

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

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

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

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

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

Will your event generate any type of waste? *

☒ Yes ☐ No

Is this an ongoing or seasonal request? *

☐ Yes ☒ No

Will your event include pyrotechnics or fireworks? *

☐ Yes ☒ No

Notification

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

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

Notification Acknowledgement *

☒ I have read and understand this requirement

Insurance

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

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

Insurance Documents

MV RPS Certificate of Insurance.pdf

313.58KB

Security

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

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

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

Alcohol

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

Alcohol/Beer Gardens:

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

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

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

Restrictions and Signature

Please be aware of the following restrictions:

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

The following are prohibited in parks and on trails:

- Glass containers
- Soliciting
- Loitering and Boisterousness
- Discharging of fireworks and explosives
- Possessing intoxicating beverages where prohibited or be under the influence in any public space
- Throwing objects other than in designated areas

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

1. The prior named Applicant/Organization, in consideration of its use of Twin Falls Parks and Recreation facilities, agrees to release, indemnify and defend the City of Twin Falls, and its agents, employees and representative, from any and all claims, demands or lawsuits arising out of the Applicant's/Organization's use of said facilities.
2. Groups, individuals and applicants further agree that they have received the City's policies, rules and regulations governing use of said facility and agree to be bound by the same.
3. Effect Of A Permit: A Twin Falls park permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in said permit. The person or persons to whom a permit is issued shall be liable for any loss, damage or injuries sustained by any person or property by reason of the negligence of the person or persons to whom such permit shall have been issued. The director, or a duly authorized representative, shall have the authority to revoke a permit upon finding of violation of any rule or ordinance, or upon good cause. (Ord. 2735, 9-16-2002)

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

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

Signature *



Name *

Angela Wells

Date *

10/15/2025

flock safety

FLOCK GROUP INC
AMENDMENT

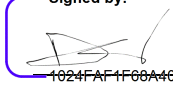
This amendment (the “**Amendment**”) is made between Flock Group Inc (“**Flock**”) and ID - Twin Falls PD (“**Customer**”), collectively referred to as (the “**Parties**”).

- 1. Scope. This Amendment supersedes and amends the previously executed agreement between the Parties, dated 04/30/2026, relating to the provision of services by Flock to Customer and any schedules attached thereto or incorporated therein by reference (the “**Agreement**”). The remainder of the Agreement shall remain in full force and effect.
- 2. Conflict. In the event of a conflict between this Amendment and the Agreement or any previous amendment, the terms of this Amendment will prevail.
- 3. Capitalization. Any capitalized terms used in this Amendment will have the same meaning as in the Agreement, unless expressly defined otherwise.
- 4. Effective Date. This Amendment will become effective when executed by both Parties (the “**Effective Date**”).

The Agreement is amended as follows:

The following sentence in Section 4.1 of the Flock Terms and Conditions is hereby amended to read as follows: “Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to (a) use and disclose Customer Data to provide the Flock Services; and (b) use Customer Data to support and improve Flock’s products and services; provided that Flock may not use Customer Data to train or improve any machine learning or AI models.”

By executing this Amendment, Customer represents and warrants that it has read and agrees to all of the terms contained herein.

FLOCK GROUP INC		ID - Twin Falls PD	
By:	Signed by:  1024FAF1F00A40F...	By:	Signed by:  CD15BB36972545E...
Name:	Dan Haley	Name:	Matthew Hicks
Title:	Chief Legal Officer	Title:	Chief of Police
Date:	8/28/2026	Date:	9/9/2026



Date: Monday, September 14, 2026
To: Honorable Mayor and City Council
From: Nathan Erickson, Environmental Manager

ACTION ITEM

Request:

Request to approve the use of FY2026 wastewater budgeted funds, not exceeding \$557,255, for funding the Canyon Rim Drop Line project final design Contract and Scope of Work with Hazen and Sawyer, and authorize the Mayor to sign.

Time Estimate:

The staff presentation will take approximately five minutes.

Background:

The Grandview Wastewater Trunkline is a critical component of the City's wastewater collection system. It conveys approximately 4 to 5 million gallons per day, nearly half of the City's total wastewater flow to the wastewater treatment plant. Because of its importance to uninterrupted wastewater service, the City has identified the need for additional system redundancy. The City installed the existing trunkline and associated structures in the late 1990s and currently cannot verify the system's condition or integrity because of its location on the canyon rim and the need for uninterrupted wastewater service.

The Canyon Rim Drop Line Project will provide a redundant wastewater conveyance route from the canyon rim to the canyon floor. Planned improvements include a new control box at the canyon rim, a sewer drop line extending down the canyon, and an energy dissipation structure at the base of the canyon. Together, these improvements will strengthen system reliability and reduce the risk of service disruption associated with a failure or operational limitation of the existing trunkline.

Given the project's technical complexity and the need to evaluate feasible alignment, construction, geotechnical, and permitting considerations, the City first advanced the project through a 30-percent design phase. The preliminary construction cost estimate, including contingency, is \$7,281,600. This request will fund the next phase of work necessary to complete final design documents and prepare the project for construction. Hazen and Sawyer has submitted a scope of work for \$557,255, including final design, geotechnical investigation, surveying, public engagement, and bidding services (see attached). The City budgeted \$4,000,000 for the project in FY2026. If approved, this contract will be executed and encumbered in the next fiscal year. The remaining balance of this year's budget, approximately, \$3.3 million, will roll into reserves to support future construction costs.

Final design is anticipated to be completed by mid-FY2027, with construction expected to begin thereafter and continue into FY2028. Staff will provide Council with updates and, as appropriate, seek additional Council action as the project advances through final design, bidding, and construction.

Approval Process:

Majority approval by City Council will authorize City Staff to use FY2026 wastewater budgeted funds.

Budget Impact:

Sufficient FY2026 wastewater budgeted funds are available.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approval of the \$557,255 scope of work with Hazen and Sawyer to complete final design and bidding services for the Canyon Rim Drop Line Project. This investment will advance a critical redundancy project that protects the City's wastewater collection system and supports reliable service for the community.

Attachments:

1. 2026-09-09 Draft Canyon Rim Drop Line Contract

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Between

City of Twin Falls, ID

And

Hazen and Sawyer

FOR

**Canyon Rim Drop Line Final
Design Services**

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OWNER: City of Twin Falls, ID

PROJECT: Canyon Rim Drop Line Final Design
Services

**AGREEMENT BETWEEN CITY OF TWIN FALLS AND HAZEN AND SAWYER
FOR PROFESSIONAL SERVICES**

This Agreement, dated the _____ day of _____, 20____ is made and entered into between

City of Twin Falls (Owner, hereinafter "**OWNER**")
119 South Park Ave West
Twin Falls, ID 83301

and

Hazen and Sawyer (hereinafter "**ENGINEER**")
1861 S. Wells Ave, Ste 100
Meridian, ID 83642.

WHEREAS, **OWNER's** Project, of which **ENGINEER's** services under this Agreement are a part, is generally identified as follows:

Perform final design services for a parallel sewer collection line that runs from the rim of the canyon to the City's wastewater treatment facility located at the bottom of the canyon, (hereinafter "**PROJECT**"); and

WHEREAS, **OWNER** requests **ENGINEER's** services in connection with the **PROJECT**;

NOW THEREFORE, in consideration of the mutual promises herein contained, **OWNER** and **ENGINEER** agree as follows:

Art. 1 THE AGREEMENT DOCUMENTS

- 1.1 Included Documents. The Agreement consists of: (1) this Agreement, including Schedule A, Scope of Services, and Schedule B, Compensation, attached hereto.
- 1.2 Entire Agreement. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.
- 1.3 Modification. **Unless otherwise provided for herein**, no amendments, changes, alterations, or modifications of this Agreement shall be effective unless in writing and executed by **OWNER** and **ENGINEER**.

Art. 2. SCOPE OF SERVICES AND DIVISION OF RESPONSIBILITIES

2.1 OWNER Responsibilities. In addition to other responsibilities of **OWNER** as set forth in this Agreement, **OWNER** must designate its representative to fulfill the following responsibilities, at its expense, which **ENGINEER** shall rely upon:

- a) Provide **ENGINEER** with all criteria and full information as to **OWNER's** requirements for the **PROJECT**, including design objectives and constraints, flexibility, expandability, capacity and performance requirements, budgetary limitations, operating and testing data, as-built drawings, and previous reports if any. Provide **ENGINEER** with copies of all design and construction standards that **OWNER** will require to be included in the Drawings and Specifications, and provide copies of **OWNER's** standard forms, conditions, and related documents for **ENGINEER** to include in the bid documents, when applicable.
- b) Provide to **ENGINEER** any other available information pertinent to the **PROJECT** including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- c) Following **ENGINEER's** assessment of initially-available **PROJECT** data and upon **ENGINEER's** request, provide or make available such additional **PROJECT** related information and data as is reasonably required to enable **ENGINEER** to complete its services. Such additional information or data includes the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the **PROJECT**, the Site, and adjacent areas.
 6. Data or consultations as required for the **PROJECT** but not otherwise identified in the Agreement or the Exhibits thereto.
- d) Provide prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of the presence at the Site of any environmental concern, or of any other development that affects the scope or time of performance of **ENGINEER** services, or any

defect or nonconformance in **ENGINEER** services, the Work, or in the performance of any contractor.

- e) Arrange safe access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under the Agreement.
- f) Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the **PROJECT** designed or specified by **ENGINEER** and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the **PROJECT**.

Art. 3. NOTICE TO COMMENCE WORK AND DURATION OF AGREEMENT

- 3.1 Commencement. **ENGINEER** is authorized to begin rendering services as of the effective date and issuance of Notice-to-Proceed and will terminate either:
(1) upon the satisfactory completion of **ENGINEER's** scope of services set forth in Schedule A; (2) on the date specified in Schedule B, if such date is specified, as applicable; or (3) as otherwise terminated under this Agreement.
- 3.2 Time for Completion. **ENGINEER** shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Schedules A and/or B. If, through no fault of **ENGINEER**, such periods of time or dates are changed, or the orderly and continuous progress of **ENGINEER's** services is impaired, or **ENGINEER's** services are delayed or suspended, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. If **OWNER** authorizes changes in the scope, extent, or character of the **PROJECT**, then the time for completion of **ENGINEER's** services, and the rates and amounts of **ENGINEER's** compensation, shall be adjusted equitably. **OWNER** shall make decisions and carry out its other responsibilities in a timely manner so as not to delay **ENGINEER's** performance of its services.

Art. 4. PAYMENT AND BILLING

- 4.1 Payment Amount(s). As compensation for the services to be performed by **ENGINEER**, **OWNER** shall pay **ENGINEER** the amount(s) set forth in Schedule B, attached hereto. The method of compensation shall be set forth in Schedule B. **OWNER** agrees only to be liable for payment to **ENGINEER** for **ENGINEER's** proper performance of services, as provided for in Schedule B.
- 4.2 Invoicing and Documentation. **ENGINEER** shall keep accurate back-up documentation of the time expended in executing its scope of work. Payment for services performed by **ENGINEER** shall be based upon

ENGINEER's satisfactory completion of services as properly invoiced and documented by **ENGINEER**. **ENGINEER's** invoices and documentation shall be subject to verification by **OWNER** prior to payment. Invoices submitted by **ENGINEER**, at a minimum, shall:

- a) accurately describe the services rendered during the invoice period;
- b) identify any other authorized expenses incurred hereunder; and
- c) make reference to this Agreement, and otherwise identify the invoice in such manner as **OWNER** may reasonably require.

All invoices and billing documentation shall be sent to **OWNER** at the following address:

City of Twin Falls
Attention: Nathan Erickson
119 South Park Ave West
Twin Falls, ID 83301

4.3 Failure to Pay. If **OWNER** fails to make any payment due to **ENGINEER** for services and expenses within 30 days after receipt of **ENGINEER's** invoice, then:

- a) amounts due to **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the thirtieth day; and
- b) **ENGINEER** may, after giving seven days written notice to **OWNER**, suspend services under this Agreement until **OWNER** has paid in full all amounts due for services, expenses, and other related charges. **OWNER** waives any and all claims against **ENGINEER** for any such suspension.

4.4 Disputed Invoices. If **OWNER** contests an invoice, **OWNER** shall promptly advise **ENGINEER** of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

4.5 Legislative Actions. If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on **ENGINEER's** services or compensation under this Agreement, then **ENGINEER** may invoice such new taxes, fees, or charges as a reimbursable expense. **OWNER** shall reimburse **ENGINEER** for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which **ENGINEER** is entitled under the terms of Schedule B.

4.6 Opinions of Probable Construction Cost. **ENGINEER's** opinions of probable construction cost are to be made on the basis of **ENGINEER's** experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because **ENGINEER** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding

or market conditions, **ENGINEER** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction costs prepared by **ENGINEER**. If **OWNER** requires greater assurance as to probable construction cost, **OWNER** must employ an independent cost estimator.

- 4.7 Opinions of Total Project Costs. The services, if any, of **ENGINEER** with respect to total project costs shall be limited to assisting the **OWNER** in collating the various cost categories which comprise total project costs. **ENGINEER** assumes no responsibility for the accuracy of any opinions of total project costs.

Art. 5. DATA AND INFORMATION

- 5.1 All documents are instruments of services in respect to this **PROJECT** and **ENGINEER** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of **ENGINEER**) whether or not the **PROJECT** is completed. **OWNER** shall not rely in any way on any document unless it is in printed form, signed or sealed by **ENGINEER** or one of its consultants.
- 5.2 **OWNER** may make and retain copies of documents for information and reference in connection with use on the **PROJECT** by **OWNER**. **ENGINEER** grants **OWNER** a limited license to use the documents on the **PROJECT**, extensions of the **PROJECT**, and for related uses of the **OWNER**, subject to receipt by **ENGINEER** of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) **OWNER** acknowledges that such documents are not intended or represented to be suitable for use on the **PROJECT** unless completed by **ENGINEER**, or for use or reuse by **OWNER** or others on extensions of the **PROJECT**, on any other project, or for any other use or purpose, without written verification or adaptation by **ENGINEER**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **ENGINEER**, as appropriate for the specific purpose intended, will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **OWNER** shall indemnify and hold harmless **ENGINEER** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **ENGINEER**; and (4) such limited license to **OWNER** shall not create any rights in third parties.
- 5.3 If **ENGINEER** at **OWNER's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the **PROJECT** or for any other purpose, then **OWNER** shall compensate **ENGINEER** at rates or in an amount to be agreed upon by **OWNER** and **ENGINEER**.

Art. 6. SUBCONTRACTING

Performance of this Agreement shall not be subcontracted in whole or in part without the consent of **OWNER** which shall not be unreasonably withheld. In the event **OWNER** consents to such subcontract, **ENGINEER** shall remain bound by the terms of this Agreement until the satisfactory completion of all work hereunder or the termination or expiration hereof, whichever shall first occur. **ENGINEER** may employ consultants as **ENGINEER** deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by **OWNER**.

Art. 7. CONFLICTS OF INTEREST

- 7.1 Neither **ENGINEER** nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with **ENGINEER's** loyal and conscientious exercise of judgment related to its performance under this Agreement.
- 7.2 **ENGINEER** agrees that none of its officers or employees shall, during the duration of this Agreement, serve as an expert witness against **OWNER** in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of **OWNER** for the work performed under this Agreement or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 7.3 In the event **ENGINEER** is permitted to utilize subcontractors to perform any services required by this Agreement, **ENGINEER** agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Article 7.

Art. 8. SUSPENSION OF SERVICES

- 8.1 By OWNER. **OWNER** may suspend, delay, or interrupt the **PROJECT** for up to 60 days upon 7 days written notice to **ENGINEER**. The written notice must be in advance of the effective time and date of suspension and will fix the date on which performance of such services will be resumed. **ENGINEER** shall be entitled to an adjustment in compensation, an extension of time, or both, directly attributable to any such suspension, to the extent that such suspension was not due to any fault of **ENGINEER**.
- 8.2 By ENGINEER. **ENGINEER** may suspend, delay, or interrupt its services, or any portion thereof, for a period of 60 days upon 7 days written notice to **OWNER** for nonpayment.

Art. 9. TERMINATION

- 9.1 Termination for Cause by Either Party. Either party may terminate this Agreement at any time for cause by giving the other party **seven days** written notice if the other party fails to perform its obligations under this Agreement and fails to cure within such **seven day** period.
- 9.2 Termination for Cause by ENGINEER. Upon seven days written notice if **OWNER** demands that **ENGINEER** furnish or perform services contrary to **ENGINEER**' responsibilities as a licensed professional; or upon seven days written notice if **ENGINEER's** services for the **PROJECT** are delayed or suspended for more than 60 days for reasons beyond **ENGINEER's** control, **ENGINEER** may terminate this Agreement. **ENGINEER** shall have no liability to **OWNER** on account of such termination.
- 9.3 Termination for Convenience. **OWNER** may terminate this Agreement at any time with or without cause upon at least **fourteen days** written notice to **ENGINEER**. In the event of such a termination for convenience, **ENGINEER** will be paid for that portion of the work satisfactorily completed prior to termination.
- 9.4 Payments Upon Termination. In the event of any termination, **ENGINEER** will be entitled to invoice **OWNER** and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. In the event of termination by **OWNER** for convenience or by **ENGINEER** for cause, **ENGINEER** shall be entitled, in addition to invoice **OWNER** and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with **ENGINEER's** subcontractors or consultants, and other related close-out costs.

Art. 10. CHANGES IN THE SERVICES

- 10.1 Written Change Order. **OWNER** may, by written order to **ENGINEER**, request additional services, issue revisions or direct the omission of services within the general scope of this Agreement. Any additional services shall be performed upon execution of an applicable change order regarding compensation and extensions of time. No changes will be made absent specific written direction and agreement for payment.
- 10.2 Equitable Adjustment. If such changes cause an increase or decrease in **ENGINEER's** cost of, or time required for, performance of any services under this Agreement, an equitable adjustment may be made in price and/or time of performance, provided that any claim for an adjustment must be made in strict accordance with the terms of this Agreement. **ENGINEER** shall submit such claim in writing within **30 days** of receipt of said written order.

Art. 11. NOTICES

All notices or orders provided for in this Agreement shall be in writing, addressed to the appropriate party at the address which appears below (or as modified in writing by such party) and given personally, by United States mail (return receipt requested), or by a courier service. All notices shall be effective upon the date of receipt.

OWNER if mailed by certified or registered mail, postage prepaid to:

City of Twin Falls
Attention: Nathan Erickson
119 South Park Ave West
Twin Falls, ID 83301;

or

ENGINEER if mailed by certified or registered mail, postage prepaid to:

Hazen and Sawyer
Attention: Michael Bundy
1861 S. Wells Ave, Ste 100
Meridian, ID 83642.

Art. 12. CLAIMS AND DISPUTES

- 12.1 Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the state where the **PROJECT** is located.
- 12.2 Dispute Resolution Procedure. **OWNER** and **ENGINEER** each hereby waives any rights it may have to a trial by jury of any such litigation. Further, any such claims or disputes and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts of the state in which the **PROJECT** is located.
- 12.3 Neither **OWNER** nor **ENGINEER** shall be liable to the other for any special, incidental, indirect or consequential damages whatsoever arising out of or relating in any way to this Agreement for any amount exceeding the insurance coverage required in Section 13.

Art. 13. INSURANCE

- 13.1 ENGINEER Coverage. **ENGINEER** shall procure and maintain insurance as set forth below. **ENGINEER** shall cause **OWNER** to be listed as an additional insured on any applicable general liability insurance policy carried by **ENGINEER**.
- 13.2. Minimum Coverage of ENGINEER. **ENGINEER** shall maintain at a minimum the following insurance policies and coverage with carriers authorized to cover risks and licensed to underwrite policies and have an A.M. Best's rating of A-VII or higher:

- (a) Worker's Compensation & Disability Insurance as required by all applicable state and federal laws.
 - (b) Employer's Liability with limits of **\$500,000** each accident, **\$500,000** Disease (each employee) and **\$500,000** Disease (policy limit).
 - (c) Comprehensive General Liability with minimum limits of **\$1,000,000** per occurrence and **\$1,000,000** in the aggregate.
 - (d) Professional Liability with limits of not less than **\$1,000,000**, per claim and **\$1,000,000** in the aggregate, insuring the professional liability of **ENGINEER**.
 - (e) Business Auto Insurance for all owned, hired, non-owned and Employers' non-ownership vehicles with minimum limits of **\$1,000,000** combined single limit.
 - (f) Other Insurance Coverage Requirements: None
- 13.3 Certificates of Insurance. **ENGINEER** shall deliver to **OWNER** certificates of insurance evidencing the coverages indicated in Sections 13.1 and 13.2 above. Such certificates shall be furnished prior to commencement of **ENGINEER's** services and at renewals thereafter during the life of the Agreement.
- 13.4 At any time, **OWNER** may request that **ENGINEER** or its consultants, at **OWNER's** sole expense, provide additional insurance coverage, increased limits, or revised deductibles.
- 13.5 Cancellation, Renewal or Modification. Should coverage afforded under any policy be canceled, non-renewed, materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period), or allowed to expire, **ENGINEER** shall provide **OWNER** with at least 30 days prior written notice or, in the event of non-payment, ten days prior written notice.
- 13.6 Failure to Maintain Insurance. In the event **ENGINEER** fails to maintain any of the insurance required under this Agreement, it shall constitute a material breach of this Agreement.

Art. 14. INDEMNIFICATION

- 14.1 Indemnification by ENGINEER. To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless **OWNER**, and its officers and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, reasonable attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **ENGINEER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.

- 14.2 Indemnification by OWNER. **OWNER** shall indemnify and hold harmless **ENGINEER** and its shareholders, directors, officers, agents and employees from and against claims, damages, losses and expenses of any nature or kind including, but not limited to, attorneys' fees, arising out of, resulting from or relating in any way to negligence, recklessness, intentionally wrongful conduct or breach of contract of **OWNER**, its subcontractors, anyone directly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article 14.
- 14.3 Environmental Indemnification. To the fullest extent permitted by law, **OWNER** shall indemnify and hold harmless **ENGINEER**, and its shareholders, directors, officers, agents and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of **ENGINEER**, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a environmental concern at, on, or under the site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to the injury or to destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate **OWNER** to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- 14.4 Mutual Waiver. To the fullest extent permitted by law, **OWNER** and **ENGINEER** waive against each other, and the other's shareholders, directors, officers, agents and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the **PROJECT** for any amount exceeding the insurance coverage required in Section 13.
- 14.5 This Article 14, Indemnification, shall survive the termination of this Agreement.
- 14.6 Both parties acknowledge and agree that the foregoing obligations are specific considerations for this Agreement and without such duties and obligations neither party would enter this Agreement.

Art. 15. PERFORMANCE STANDARDS

- 15.1 Standard of Care. **ENGINEER** shall perform all professional services with the care and skill ordinarily exercised by members of the same profession currently practicing in the United States, on projects of similar size and complexity at the time the services are performed. **ENGINEER** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **ENGINEER's** services.
- 15.2 Reliance on Others. Subject to the standard of care set forth in Article 15, **ENGINEER** and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- 15.3 **ENGINEER** shall not be required to sign any documents, no matter by whom requested, that would result in **ENGINEER** having to certify, guarantee, or warrant the existence of conditions whose existence **ENGINEER** cannot ascertain. **OWNER** agrees not to make resolution of any dispute with **ENGINEER** or payment of any amount due to **ENGINEER** in any way contingent upon **ENGINEER** signing any such documents.
- 15.4 During construction, **ENGINEER** neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents.
- 15.5 During construction, **ENGINEER** shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 15.6 During construction, **ENGINEER** shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other person (except **ENGINEER**; own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification of the contract documents, other than those made by **ENGINEER**.

Art. 16. RECORDS

- 16.1 If the services to be performed hereunder relate to a state or federal government contract, the Comptroller General of the United States and the department or agency of the government having cognizance over this Agreement, and any of their duly authorized representatives, shall have access to and the right to examine any directly pertinent books, documents, papers and records of **OWNER** or **ENGINEER** involving transactions related to this Agreement.
- 16.2 **ENGINEER** shall grant access to such records until the expiration of **three years** after final payment under this Agreement.

Art. 17. AUDIT RIGHT AND RETENTION OF RECORDS

- 17.1 **OWNER** shall have the right to audit the books and records of **ENGINEER**. **ENGINEER** shall keep such records and accounts as may be necessary in order to record complete and correct entries related to the **PROJECT**.
- 17.2 **ENGINEER** shall preserve and make available, at reasonable times for examination and audit by **OWNER** all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement until the expiration of **three years** after final payment under this Agreement.

Art. 18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of **ENGINEER** and **ENGINEER's** officers, directors, members, partners, agents, employees, and Consultants, to **OWNER** and anyone claiming by, through, or under **OWNER** for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the **PROJECT** or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of **ENGINEER** or **ENGINEER's** officers, directors, members, partners, agents, employees, or Consultants shall not exceed the amounts required in Article 13 (*Insurance*) of this Agreement.

Art. 19. SUCCESSORS AND ASSIGNEES

This Agreement is to be binding on the heirs, successors and assignees of **OWNER** and **ENGINEER**, but is not to be assigned by either **OWNER** or **ENGINEER**, without first obtaining the written consent of the other.

Art. 20. MUTUAL WAIVER OF BREACH AND MATERIALITY

Failure by **either party** to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. **OWNER** and **ENGINEER** agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Art. 21. PERMITS, LICENSES, NOTICES AND COMPLIANCE WITH LAWS

- 21.1 **ENGINEER** shall comply with federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of services under this Agreement.
- 21.2 **ENGINEER** shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by **OWNER**, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 21.3 **ENGINEER's** decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status,

physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

- 21.4 **ENGINEER** shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, **ENGINEER** shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 21.5 **ENGINEER** shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

Art. 22. SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless **OWNER** elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within **seven days** after the finding by the court becomes final.

Art. 23. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of **OWNER** and **ENGINEER** and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

Art. 24. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in the Articles of this Agreement shall prevail and be given effect.

Art. 25. PROJECT SPECIFIC TERMS

The following additional **PROJECT** specific terms and conditions are:

None

Art. 26. COUNTERPARTS

This Agreement may be executed in **counterparts**, each of which shall be deemed to be an original.

Art. 27. APPROVAL

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and is made effective the day and year first above written.

CITY OF TWIN FALLS

HAZEN AND SAWYER

By:

Jason Brown Date
Mayor

By:

Chris Thunhorst Date
Associate Vice President

Witnessed By:

Date

Date

SCHEDULE A
SCOPE OF SERVICES

City of Twin Falls

Canyon Rim Drop Line Final Design Services

The scope of work to be provided by **ENGINEER** includes professional services for the elements listed below.

Task 1 – Project Management

The purpose of this task is to manage scope, schedule, and budget throughout the completion of all tasks and establish project controls. Budget in this task will allow for project oversight and management by the Project Manager (Michael Bundy). Tasks include monthly invoices, progress and schedule updates, management of the project team, a written management plan, and general coordination with the City to deliver the required scope of services.

Work Products:

- Monthly invoicing
- Updated project schedules.
- Progress meetings and meeting summaries.
- Project Management Plan

Assumptions:

- Task duration will be approximately 9 months
- Monthly progress meetings with the City throughout the project.

Task 2 – Final Design

The purpose of this task is to develop final design documents for the alignment shown in the 30% PDR for the Canyon Rim Drop Line. This task includes preparation of 60%, 90%, and 100% deliverables including Contract Design Drawings, Technical Specifications, Opinion of Probable Construction Cost (OPCC) estimates (Class III, II, & I respectively), estimated construction schedules, and responses to client comments. This task is comprised of the following subtasks:

Subtasks Include:

201: Review Meetings / Workshops

Purpose: Prepare for and conduct follow-up meetings/workshops after each deliverable to review client comments and questions, preliminary responses, identify priorities, and make decisions. The meeting/workshop will take place one to two weeks after Hazen's receives the City's comments. Three meetings are anticipated for this task: Kickoff Meeting and 60 and 90% Review Meetings. The Kickoff Meeting will review design criteria, scope, and schedule. Meetings will be attended virtually by the PM, Project Engineer, and Trenchless Lead and may include our subconsultants. The PM may attend in-person on a case-by-case basis.

202: 60% Design

Purpose: We will develop 60% Design level drawings and technical specifications for the Canyon Rim Drop Line based on the alignment shown in the 30% PDR. This deliverable will also include a Class III OPCC. All deliverables will undergo QA/QC by at least one (up to two) technical reviewer(s) within Hazen experienced in trenchless construction and sanitary sewer design. Each discipline will utilize separate QA/QC staff who specialize in the respective disciplines.

203: 90% Design

Purpose: We will develop 90% Design level drawings and technical specifications for the Canyon Rim Drop Line. Formal response to all City comments on the 60% Drawings and Specifications will be provided. This deliverable will also include a Class II OPCC. All deliverables will undergo QA/QC by at least one (up to two) technical reviewer(s) with Hazen staff experienced in trenchless construction and sanitary sewer design. Each discipline will utilize separate QA/QC staff who specialize in the respective disciplines. The 90% design package will be submitted to the City for a cursory review to make sure there are no major changes needed in order to also submit to DEQ as well as any other agencies (i.e. county, etc.), if needed.

204: 100% Design

Purpose: We will develop 100% Design level drawings and technical specifications for the Canyon Rim Drop Line. The majority of this task will be to incorporate any 90% comments from the City and DEQ. Formal responses to all City and IDEQ comments will be provided. This deliverable will also include a Class I OPCC. All deliverables will undergo QA/QC by at least one (up to two) technical reviewer(s) within Hazen experienced in trenchless construction and sanitary sewer design. Each discipline will utilize separate QA/QC staff who specialize in the respective disciplines.

205: Permitting

The purpose of this task is for coordination of final design drawings and specifications with DEQ as well as minor coordination that may be needed associated with the irrigation company and County. It is assumed that the City will coordinate with landowners and the irrigation company for any easements or encroachment permissions.

206: Contractor Coordination

Purpose: Coordinate with interested local, regional, and national contractors to identify constructability challenges and evaluate interest in the project. Hold a site visit over one day for contractors to visit in between 30% and 60% plan development. This task also includes preparing pre-selection criteria or pre-qualification criteria for the project to provide the City with an experienced contractor who has completed work similar to this before.

Work Products:

- Kick-off meeting minutes.
- Workshop meeting minutes.
- 60% Deliverable
- 90% Deliverable
- 100% Deliverable

Assumptions:

- All deliverables will be submitted electronically.
- Kickoff Meeting will be held virtually.
- We will hold two virtual workshops. One will be conducted after the 60% deliverable and under this task. Each workshop will be no longer than 2 hours.
- Hazen standard specifications will be used, which are based on EJCDC contract documents.
- Design will not include any odor control equipment.
- Project funding will not include any state or federal grants or loans.

Task 3 – Geotechnical Services

The purpose of this task will be to provide geotechnical services associated with the project.

301: Geotechnical Design Report & Drilling Services

Purpose: This task will include performing three geotechnical borings and four exploratory pits on the talus slope to evaluate subsurface conditions and underlying geotechnical design-related challenges associated with the selected alignment. This task includes a boring near or at each structure location (Diversion Structure, Drop Structure, and Energy Dissipation Structure). Pairing this with data collected from the Preliminary Design Phase, a Geotechnical Design Report will also be provided to inform design criteria for the structures and pipeline installation.

Work Products:

- Geotechnical Report.

Assumptions:

- Driller will be available within 4 weeks of notice to proceed.

Task 4 – Surveying

The purpose of this task is to collect location of each bore hole/excavation pit performed as part of the geotechnical analysis.

401: Surveying

Purpose: To collect vertical and horizontal information associated with each bore hole/excavation pit

Work Products:

- Survey basemap file.

Task 5 – Public Engagement

The purpose of this task is to support and guide the City in conducting public outreach for the project. Engaging key stakeholders and the community early and throughout the project will help garner support and continue to build and solidify trust in the project team. This task will include developing a communications roadmap for final design; updating the audience database; creating informational materials including FAQs, webpage content, and other informational handouts; and providing strategic counsel on the implementation and timing of community engagement activities. The following work products and assumptions more fully define the scope of work.

501: Stakeholder Identification, Public Engagement Planning, and Strategic Counsel

Purpose: To identify key stakeholders, including residents, businesses, environmental groups, and local agencies, and determine the messaging and timelines for best reaching them. Develop a structured communications roadmap for final design that includes a schedule, key milestones, deadlines, communication strategies, and messaging to ensure clean and consistent outreach. Provide ongoing strategic counsel on implementation of community engagement activities and coordination with key stakeholders.

Work Products:

- Communications roadmap for final design
- Updated audience database

Assumptions:

- Community engagement activities will be performed by appropriate City personnel.
- City will provide input on key stakeholders.

502: Informational Materials

Purpose: To develop compelling, informative materials that support the public outreach and feature key messages and are highly visual.

Work Products:

- 1 FAQs document/flier
- Up to 3 meeting or other informational handouts
- Project background and key messaging content for webpage

Assumptions:

- Hazen will complete the graphic design for the informational handouts and the FAQs.
- City personnel will post and/or distribute the materials and webpage content.

Task 6 – Bidding Services

The purpose of this task is to assist the City in bidding the project. The City will take care of advertising the bid. Hazen will be responsible for managing the bidding process. In addition, Hazen will conduct the pre-bid meeting. The City will collect bids from contractors and will administer the bid opening process.

601: Bidding Management

Purpose: Manage a shared site for distribution of bidding materials, receiving bidder questions, and distributing addenda. Hazen will manage the plan holder's list and will be responsible for all correspondence with potential bidders. Hazen will also respond to RFIs, prepare addenda, and track all correspondence.

602: Prebid Meeting

Purpose: Conduct pre-bid meeting and prepare meeting minutes.

603: RFIs/Addendum

Purpose: Respond to up to 20 RFIs and issue up to two addenda, as needed, to clarify bidding documents.

604: Bid Review and Award Recommendation

Purpose: Review contractor bids for completeness and make recommendation for award of bid.

Work Products:

- Prebid Meeting agenda.
- Bid analysis memo.

Assumptions:

- Bid process will last for 4 weeks.
- 20 RFIs
- Two addenda

PROJECT SCHEDULE

Work will begin as soon as written Notice to Proceed is issued by the City (email is sufficient). The anticipated start date is approximately September 15, 2026, following notice to proceed. Anticipated project schedule is as follows:

- | | |
|-------------------------------------|------------------------------------|
| • Engineer Notice to Proceed | September 15, 2026 |
| • Project Kickoff Meeting | September 22, 2026 |
| • Final Design | September 2026 – April 2027 |
| ○ Geotechnical Evaluation | September 15 – November 13, 2026 |
| ○ Surveying | September 15 – November 13, 2026 |
| ○ 60% Design | September 15– December 29, 2026 |
| ○ City Review | December 29 – January 12, 2027 |
| ○ 90% Design | January 12 – February 26, 2027 |
| ○ City/DEQ Review | February 26 – March 26, 2027 |
| ○ 100% Design | March 29 – April 16, 2027 |
| • Public Engagement | September 2026 – April 2027 |
| • Advertise/Bidding | May 3 – June 2, 2027 |

SCHEDULE B
COMPENSATION

City of Twin Falls

Canyon Rim Drop Line Final Design Services

OWNER shall pay **ENGINEER** as full compensation for the services identified under Schedule A the amount(s) listed below. Task amounts are not limits and may be exceeded provided that the total amount is not exceeded. Other Direct Expenses (ODCs) will be billed to the project at cost. Mileage will be billed to the project at standard IRS rates. A markup of 5% will be applied to subcontracts. Compensation shall be on a not-to-exceed basis. The Engineer will submit monthly invoices via email for the work performed during the prior month. Payment may be made via check or electronic deposit.

Task	Fee	Sub-consultants	Total
Task 1 Project Management	\$28,740	\$0	\$28,740
Task 2 Final Design	\$325,290	\$0	\$325,290
201 Meetings and Workshops	\$16,645	\$0	\$16,645
202 60% Design	\$112,545	\$0	\$112,545
203 90% Design	\$91,415	\$0	\$91,415
204 100% Design	\$36,270	\$0	\$36,270
205 Permitting	\$15,670	\$0	\$15,670
206 Contractor Coordination	\$52,745	\$0	\$52,745
Task 3 Geotechnical Services	\$5,170	\$126,000	\$131,170
Task 4 Surveying	\$0	\$5,250	\$5,250
Task 5 Public Engagement	\$43,000	\$0	\$43,000
Task 6 Bidding	\$23,805	\$0	\$23,805
Totals	\$426,005	\$131,250	\$557,255



Date: Monday, September 14, 2026
To: Honorable Mayor and City Council
From: Chelsea Ross: Utility Billing Manager

PRESENTATION

Request:

Presentation of a citizen survey regarding residential curbside recycling and request for Council direction on survey content before public release.

Time Estimate:

Staff presentation is estimated at 10 minutes, plus time for Council questions and discussion.

Background:

The City's current residential solid waste contract includes bi-weekly curbside recycling as part of the base residential service. PSI currently provides a 95-gallon recycling cart to single-family customers and collects recyclable material every other week. Because recycling is bundled into the current contract rate, the existing agreement does not identify a separate stand-alone recycling price.

During the 2025 sanitation Request for Proposals, staff required recycling to be priced separately so Council could evaluate the cost of the service independently of solid waste collection. PSI's proposal identifies the cost of a City-wide, bi-weekly curbside recycling program at \$5.79 per residential account per month.

If Council chooses not to include City-wide recycling in the City contract, PSI has also presented a subscription-based alternative. Under that model, individual households could choose to opt in and pay PSI separately for curbside recycling. PSI has stated that a reliable subscription price cannot yet be established because the cost would depend on participation, route density, equipment, staffing, and processing requirements. Any subscriber-based service would be handled by PSI rather than through the City.

Purpose of the Survey:

- Gather citizen feedback regarding residential recycling services.
- Understand current recycling participation and how frequently residents use the service.
- Identify barriers that prevent residents from recycling.
- Determine resident support for continuing City-wide bi-weekly recycling at an additional contracted cost of \$5.79 per residential account per month.
- Gauge interest in a voluntary PSI subscription option if City-wide recycling is not included in the City contract, while clearly noting that the subscription price is still to be determined.
- Identify services, improvements, or recycling options residents would like Council to consider.

Council Discussion Requested:

Staff is seeking Council direction on what questions should be included in the survey to provide the clearest understanding of citizen preference. In particular, staff requests feedback on whether the survey should:

- Present a direct choice between continuing City-wide recycling at \$5.79 per month per account and discontinuing City-wide recycling.
- Ask residents who currently recycle how often they use the service and what materials they recycle.
- Ask residents who do not recycle why they do not participate.
- Ask whether residents would be interested in independently subscribing with PSI if the City-wide program is discontinued, with the subscription price shown as “to be determined.”
- Include any additional questions Council believes are necessary before making a final policy decision on recycling.

Approval Process:

No formal action is requested on the recycling program at this meeting. Staff is requesting Council direction on the survey content. Staff will revise the survey based on Council feedback before public release. The final decision on whether recycling remains part of the City’s solid waste contract will return to Council separately.

Budget Impact:

There is no immediate budget impact from Council’s discussion of the survey.

Regulatory Impact:

NA

History:

NA

Analysis:

NA

Conclusion:

Staff recommends that Council provide direction on the questions and service alternatives to be included in the citizen recycling survey.

Attachments:

None



Date: Monday, September 14, 2026
To: Honorable Mayor and City Council
From: William Klaver, Senior Planner

ACTION ITEM

Request:

Request for City Council to initiate a Zoning Title Amendment to correct identified errors and omissions found in Title 10.

Time Estimate:

15-20 minutes for Staff presentation

Background:

On January 1, 2026 the City of Twin Falls adopted a complete rewrite of Title 10 "Zoning and Subdivision Regulations." In June 2026, City Council passed an ordinance amending Title 10 to clarify policy language and references to improve consistency and implementation; clarify administrative processes such as application submittal requirements, review procedures, and notice procedures; clarify land use regulations/standards and how specific uses are categorized and reviewed. Staff is seeking approval from Council to initiate a similar zoning title amendment.

Approval Process:

Twin Falls Municipal Code 10-2-5(F)(2) authorizes specific individuals and bodies to initiate amendments to the Zoning Title, including the City Council. Approval by a simple majority of the Council will direct staff to begin preparing corrective amendments. Upon completion of the draft amendments, staff will initiate the required public hearing and adoption process for Commission and Council consideration and action.

Budget Impact:

N/A

Regulatory Impact:

A motion approving this request enables Staff to start the Zoning Title Amendment Process to correct the necessary items.

History:

N/A

Analysis:

N/A

Conclusion:

The Commission may approve, approve with condition or deny the request as presented. A simple majority approval will suffice.

A sample motion may be worded as follows: "I move to initiate the Zoning Title Amendment for the presented changes."

Attachments:

1. Proposed Sections to Work On

PROPOSED SECTIONS TO WORK ON FOR TITLE 10 AMENDMENT

10-2-2 D

- ➔ Add criteria: meets current code= waiver. Extends nonconforming element= permit.
- ➔ Any expansion of a nonconforming building, structure, or use where the expansion follows the standards found in this title.

10-3-2 F

4. Properties which have an alley in the rear may be reduced to the side yard setback.

“Garages which face a public alley, shall be a minimum of 20 ft from the property line adjacent to the alley, unless approved through a zoning development agreement, or townhome style subdivision.”

10-3-2 G Remove because it’s already in the applicable zones.

10-3-2 I moves to 10-3-3

LAND USE TABLE -> NEW 10-3-3:

1. Consumer Goods Repair -> Rename to Appliance Repair
2. Dry Cleaning / Laundering – Major - > change to “Plant” rather than Major
3. Dry Cleaning / Laundering – Minor -> Change to “service” rather than Minor.
4. Health/Fitness Facility – Minor -> Add SUP to Pro
5. Data Centers to Industrial Category -> Have SUP in Industrial 2 and Airport w/ Criteria
6. Recycling Center -> Change from P to S in IND2
7. Airport -> Hotel and/or motel to be at Airport? -> Talk to Barnes and Barigar
8. Work session/ conversation about what Community Market is, and what it looks like.

10-3-5 Applicable to all districts currently. Used to only apply for residential and C-1 zoning. (See 10-4-19.2 of old code.) Essentially protected snake river canyon, not rock creek. Need direction if we just push this to snake river and exempt rock creek.

10-3-5 E -> there’s currently no regulation on signs for properties within the CRO.

10-3-7 ->Updated Table 13 on pg 65 to match the 7 ft side setback.

10-3 General: Update Setback visualization to have S3 show only S1

10-3-10 -> Add hours of operation for all commercial uses within the 6 AM – 11 PM (look at NCO regulations.

Pg 81 has ten feet -> update to 10

10-4-2 A: “Any person”

10-4-2-C: COA Revocation Process. ADD the following text:

1. Any Certificate of Appropriateness may be revoked for a violation of the original approval or any supplementary conditions, safeguards and/or restrictions imposed by the historic preservation commission, or city council, at the time the certificate was granted.
2. A petition for revocation may be initiated in the following manner:
 - a. By adoption of a motion by the historic preservation commission.
 - b. By adoption of a motion by the city council.
 - c. By the filing of a petition by an aggrieved property owner or person who has an existing interest in property located within 300' of the subject property.
3. Notice of initiation of revocation proceedings shall be provided to the permit holder in writing within 15 days of the filing of the petition for revocation or the passage of a motion initiating revocation proceedings. Notice shall include the following:
 - a. The name of the party or parties petitioning for a permit revocation.
 - b. The date and time of passage of a motion to revoke by the commission, or the date of filing of the petition to revoke.
 - c. The original approval, supplementary conditions, safeguards and restrictions alleged to have been violated.
4. A public hearing on the motion or petition to revoke shall be held before the Historic Preservation Commission. The permit holder, city staff and/or any aggrieved party may present testimony or other evidence at said hearing. Said hearing shall be held within 45 days of the filing of a petition for revocation or the passage of a motion initiating revocation proceedings. Notice for public hearings shall be provided as set forth in section 10-2-10 of this title.
5. The decision of the historic preservation commission for a revocation proceeding shall be based on the record. If said commission finds substantial evidence on the record that the certificate of appropriateness in question will result in a significant adverse impact on affected parties, and that the permit holder is unable or unwilling to alleviate the adversity, or if said zoning body finds substantial evidence on the record that the original approval, conditions, safeguards or restrictions imposed by the commission or council have been violated, the commission may revoke the permit in question.
6. A permit that has been revoked may be reinstated only by reapplying for said permit.
7. Within ten days after a decision has been made, the administrator shall provide the permit holder with written notice of the action taken.

10-6-4-E-2-c -> Exempt for buildings / parking lots that are further than 150 ft?

➔ Example is Believer's Church

10-6-5-F-1 -> Add stacking requirements from 10-8-9

10-6-10-A -> Add in Not closer than 10 ft from main building if they are getting the 3' from side and rear exception.

10-6-10-C -> Need a bigger conversation about how this works. Not sure we need this as a zoning use permit, as they need to go through the subdivision process.

- ➔ In section 1-c modify to say, “Developments shall have primary access on and access to collector/ arterial streets only. Other access to local roads may be allowed through subdivision process.
- ➔ Policy to have ZUP required per bank of buildings.
- ➔ Move 10-12-5-6-D (5 &6) over to ZUP section
- ➔ Move 10-6-10-C-1-c & 10-6-10-C (2 -4) to Subdivision Section

10-7-1-B-1 -> update number from 5. To 1.

10-8-2-B-1 -> Fix “tparking”

10-8-2-J -> Parking lot landscaping is required as listed in 10-9-9

10-8-5 -> Add subsection “B” to allow for administrative review of location of voluntary parking stalls. Exemption to allow utilizing alleys for backing and maneuvering while following the dimensional standards as found in diagram 8.1

- ➔ Have engineering clarify if more scenarios in diagram 8.1 is needed and
- ➔ Make diagram more clear.

10-10-3-D-1 -> add new limitation from 10 ft of overhead power lines.

- ➔ Modify D-1 to say “post, attach, install, or maintain”

Modify **10-10-7-C & 10-10-8-B** to have CSI in the commercial category

10-10-6.A.4 needs a comma after messages - **Mobile Signs:** A sign on a vehicle/trailer with wheels, displaying on- or off-premises messages, cannot be used for the sole purpose of advertising. It is the responsibility of the property owners to provide proof that the vehicle has a legitimate business purpose other than acting as a sign.

- ➔ A citizen emailed that it looked funny.

10-15

- ➔ Add definition of Dwelling, Caretaker Unit
 - Units in the same building(s) as an allowed use and occupied by the owner or an employee of the allowed use.
 - Remove Conditional Use Permit
 - Event Center – Major should match Minor, besides the number of patrons.
 - Make sure event center definitions are spelled correctly “gatherins”



Date: Monday, September 14, 2026
To: Honorable Mayor and City Council
From: Mandi Thompson, Assistant to the City Manager

DISCUSSION

Request:

Discussion with Council regarding customized questions for the 2026 National Citizen survey.

Time Estimate:

10 minutes for a brief discussion with the Council.

Background:

The City of Twin Falls has been conducting the National Citizen Survey since 2012. The decision was made in 2023 to switch from an every-other-year schedule to an annual survey of our citizens. Additionally, that same year we elected to begin asking customized questions. For the last three years we have asked respondents to indicate their support for placing a local option sales tax question on the ballot, as well as their level of support for local option sales tax.

The following was included as context for the questions being asked: A proposal may be considered by the Idaho Legislature that, if approved, would give the City of Twin Falls the ability to have voters consider a 1% sales tax increase. It is estimated that this 1% increase would generate \$16 million annually. The proposal would require that half of the annual revenue be used to provide property tax relief for property owners, and the other half would be used to fund City capital needs, like public safety, parks & recreation, or transportation infrastructure projects. The 1% sales tax increase could only be enacted following voter approval and would have a mandatory and predetermined sunset.

Support for including local option sales tax on the ballot as well as support for a local option sales tax in Twin Falls declined from 2023 to 2024 and then rebounded in 2025.

The question this evening is whether the Council would like to continue asking the same questions or if we should select another topic for the custom questions.

Approval Process:

None.

Budget Impact:

None.

Regulatory Impact:

None.

History:

N/A

Analysis:

N/A

Conclusion:

Staff is requesting guidance from the City Council on the customized questions for the 2026 National Citizen Survey.

Attachments:

None

ORDINANCE NO. 2026-009

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO, AMENDING ORDINANCE NO. 2025-014, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; APPROPRIATING ADDITIONAL MONIES THAT ARE TO BE RECEIVED BY THE CITY OF TWIN FALLS, IDAHO, IN THE SUM OF \$18,475,812; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That Ordinance No. 2025-014, the appropriation ordinance for the City of Twin Falls, Idaho, for the fiscal year commencing October 1, 2025, and ending September 30, 2026, be and the same is hereby amended as follows:

That the additional sum of \$18,475,812 be appropriated out of the following revenues:

Street Fund - Reserves	\$530,125
Library Fund - Reserves	\$147,806
Capital Improvement Fund - State of Idaho Hazmat Grant	\$202,886
Capital Improvement Fund - USDA NRCS Grant	\$229,104
Capital Improvement Fund - Unanticipated Revenue	\$1,525,558
(Impact Fees Reserves - \$1,113,252)	
Capital Improvement Fund - Reserves	\$6,456,387
Impact Fee Fund - Reserves	\$922,077
Airport Construction Fund - Federal Grant	\$570,000
Airport Construction Fund - Reserves	\$30,000
CDBG Fund - CDBG Grant	\$500,000
Water Fund - Reserves	\$3,254,766
Water Fund - Unanticipated Revenue	\$3,748,859
Common Area Maintenance Fund - Reserves	\$10,000
Sanitation Fund - Reserves	\$145,000
Sanitation Fund - Unanticipated Revenue	\$30,000
Pool Fund - Unanticipated Revenue	\$108,244
Dierkes/SSF Fund - Reserves	\$65,000
TOTAL Revenues	\$18,475,812

That the expenditures to be paid by these funds are as follows:

Street Fund - Eastland Drive Reconstruction	\$530,125
Library Fund - Part-Time Salary, Payroll Taxes	\$115,000
Library Fund - ADA Restrooms	\$20,000
Library Fund - Elevator Modernization	\$12,806
Capital Improvement Fund - Pool Remodel	\$2,143,718
Capital Improvement Fund - Vista Bonita Park	\$1,690,386
Capital Improvement Fund - Canyon Trail Junction Park	\$1,525,558
Capital Improvement Fund - City Gym-Legal Offices	\$1,400,759
Capital Improvement Fund - Pierce Fire Engine	\$510,488
Capital Improvement Fund - Bucket Truck	\$301,349
Capital Improvement Fund - Rock Creek Restoration Project	\$229,104
Capital Improvement Fund - Police Dept. Admin. Lift	\$219,687
Capital Improvement Fund - Hazmat Equipment	\$202,886
Capital Improvement Fund - Type 6 Brush Truck	\$190,000
Impact Fee Fund - Eastern Sun Neighborhood Park - Land	\$922,077
CDBG Fund - Hansen Street Plaza and Playground	\$298,537
CDBG Fund - City Park Restroom	\$201,463
Airport Construction Fund - Airport Construction Projects	\$600,000
Water Fund - Hankins Pump Station #2	\$4,881,117
Water Fund - South Well #5	\$2,122,508
Common Area Maintenance Fund - Contract Services	\$10,000
Sanitation Fund - PSI, Landfill	\$175,000
Pool Fund - PT Salary, Payroll Taxes, FT Health Insurance	\$98,244

Pool Fund - Chemicals, Repair & Maintenance	\$10,000
Dierkes/SSF Fund - Emergency Road Repair	\$65,000
TOTAL Expenditures	<u>\$18,475,812</u>

SECTION 2. This ordinance shall be in full force and effect from and after its passage, approval and publication.

PASSED BY THE CITY COUNCIL	September 14, 2026
SIGNED BY THE MAYOR	September 14, 2026

ATTEST:	Mayor Jason Brown
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City Clerk
PUBLISH: Thursday, September 24, 2026