

**COUNCIL MEMBERS:**Suzanne  
HawkinsJim  
MunnShawn  
BarigarChris  
TalkingtonGregory  
LantingDon  
HallRebecca  
Mills Sojka

Vice Mayor

Mayor

**AGENDA**

Meeting of the Twin Falls City Council  
Monday, April 6, 2015

City Council Chambers - 305 3<sup>rd</sup> Avenue East - Twin Falls, Idaho

5:00 P.M.

**PLEDGE OF ALLEGIANCE TO THE FLAG****CONFIRMATION OF QUORUM****CONSIDERATION OF THE AMENDMENTS TO THE AGENDA****PROCLAMATION: Child Abuse Prevention Month – Rosanna Campbell, CSI-Head Start/Early Head Start****GENERAL PUBLIC INPUT****AGENDA ITEMS****I. CONSENT CALENDAR:**

1. Consideration of a request to approve the Accounts Payable for March 28 – April 6, 2015.
2. Consideration of a request to approve the Improvement Agreement for the development of Fieldstone Professional Subdivision, a PUD.
3. Consideration of a request to approve a Trust Agreement for Fieldstone Professional Subdivision, a PUD, placing all lots into trust.
4. Consideration of a request to accept public right of way from the Twin Falls Reformed Church to allow the construction of Cheney Drive West.

**Purpose:**

Action

**By:**

Sharon Bryan

Action

Troy Vitek

Action

Troy Vitek

Action

Troy Vitek

**II. ITEMS FOR CONSIDERATION:**

1. Consideration of a request to confirm the reappointment of Calvin Palmer to the Twin Falls Housing Authority Board of Commissioners.
2. Update on the 125<sup>th</sup> Anniversary of Idaho's Statehood.
3. Presentation on the estimated maintenance expenses for the Splash Pad at First Federal Bank Park.
4. Presentation regarding the status of the Dierkes Lake trail stairs project.
5. Consideration of a request to adopt a Resolution declaring an emergency to permit expenditure of funds to repair a manhole in Rock Creek Canyon.
6. Update on the annual Zone Maintenance Program projects.
7. Public input and/or items from the City Manager and City Council.

**Purpose**

Action

**By:**

Penny Earl

Update

Kelly Weeks  
Nancy Taylor  
Historic Preservation Commission

Presentation

Dennis Bowyer

Presentation

Dennis Bowyer

Action

Jon Caton

Update

Jon Caton

**III. ADVISORY BOARD REPORTS/ANNOUNCEMENTS:****IV. PUBLIC HEARINGS: 6:00 P.M. - None****V. ADJOURNMENT:**

Any person(s) needing special accommodations to participate in the above noticed meeting could contact Leila Sanchez at (208) 735-7287 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208)735-7287.

### **Twin Falls City Council-Public Hearing Procedures for Zoning Requests**

1. Prior to opening the first Public Hearing of the session, the Mayor shall review the public hearing procedures.
  2. Individuals wishing to testify or speak before the City Council shall wait to be recognized by the Mayor, approach the microphone/podium, state their name and address, then proceed with their comments. Following their statements, they shall write their name and address on the record sheet(s) provided by the City Clerk. The City Clerk shall make an audio recording of the Public Hearing.
  3. 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 the request is being made.
    - Location of the Property.
    - Impacts on the surrounding properties and efforts to mitigate those impacts.

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.
  4. A City Staff Report shall summarize the application and history of the request.
    - The City Council may ask questions of staff or the applicant pertaining to the request.
  5. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor may limit public testimony to no less than two minutes per person.
    - Five or more individuals, having received personal public notice of the application under consideration, may select 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. The spokesperson shall be limited to 15 minutes.
    - Written comments, including e-mail, shall be either read into the record or displayed to the public on the overhead projector.
    - Following the Public Testimony, the applicant is permitted five (5) minutes to respond to Public Testimony.
  6. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council, as recognized by the Mayor, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor may again establish time limits.
  7. The Mayor shall close the Public Hearing. The City Council 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, applicant 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.

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

# Proclamation



## Child Abuse Prevention Month

**Whereas**, child abuse is a serious and growing problem affecting more than 3.2 million of our nation's children annually and thousands of children locally; and

**Whereas**, this societal malignancy called child abuse respects no racial, religious, class or geographic boundaries, and , in fact, has been declared a national emergency; and

**Whereas**, Head Start/Early Head Start through its support of parent aide programs, parenting classes, educational programs, and community service activities is making significant progress in stopping this crime against children and families.

**Now, Therefore** I, Don Hall, Mayor of Twin Falls, Idaho, do hereby proclaim the month of April 2015 as

## *Child Abuse Prevention Month*

and urge citizens to use this time to better understand, recognize and respond to this grievous problem. I would like to congratulate CSI-Head Start/Early Head Start for their continued success in helping families break the cycle of child abuse and neglect.

*In witness whereof I have hereunto set my  
hand and caused this seal to be affixed.*

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Mayor Don Hall

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Attest: Deputy City Clerk Leila A. Sanchez

Date: April 6, 2015



**Date:** Monday, April 6, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

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**Request:**

Consideration of a request to accept the Improvement Agreement for the purpose of developing Fieldstone Professional Subdivision.

**Time Estimate:**

The staff presentation will take approximately 2 minutes.

**Background:**

The final plat was approved on February 23, 2015. Prior to development, an improvement agreement is required. The developer is meeting that requirement with this document.

**Approval Process:**

Accepting the Improvement Agreement allows the developer to develop the lots. After acceptance of utilities or a financial guarantee provided to the city, the lots can be removed from trust and sold.

**Budget Impact:**

There is no significant budget impact associated with the Council's approval of this request.

**Regulatory Impact:**

Approval of this request will allow the applicant to proceed to develop the property.

**Conclusion:**

Staff recommends that the Council approve the request and authorize the Mayor to sign the Improvement Agreement.

**Attachments:**

1. Improvement Agreement.

## IMPROVEMENT AGREEMENT

for

### DEVELOPMENTS

This Agreement made and entered into this 24 day of March, 2015, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Wills, Inc. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Fieldstone Professional Subdivision.

WHEREAS, there is attached hereto and incorporated herein as if the same were set out in full, a certified copy of the deed to the real property showing ownership of said real property to be in the Developer's name, or, as the case may be, there is attached hereto and incorporated herein as if the same were set out in full, a copy of the deed to the above described real property showing ownership in fee simple in someone other than Developer together with a notarized authorization, signed by the real property owner, authorizing Developer to act on behalf of said real property owner, and;

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

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

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

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

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

### WITNESSETH

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service and roads, excluding state highways, constructed under the terms of this Agreement in any public rights-of-

way or easements and which are presently within or subsequently annexed into the City limits. Those streets, excluding state highways, lying outside the City limits and within the City Area of Impact shall be constructed to City standards but shall become the responsibility of the Twin Falls Highway District until such time as they are annexed or a maintenance agreement is signed by the City and the Twin Falls Highway District. (2) To operate and maintain all approved water lines, drainage lines, and sewer lines constructed under the terms of this Agreement in any public rights-of-way or easements and to provide water and sewer service to the Developer's real property, subject to all ordinances, rules and regulations governing sewer and water service. (3) To maintain non-pressure irrigation lines only where they cross City streets. All other maintenance of non-pressurized irrigation lines is the responsibility of the Twin Falls Canal Company or the irrigation users.

## II.

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

### a. Surety Bond

1. Accrual - The Bond shall accrue to the City covering construction, operation and maintenance of the specific public improvement.
2. Amount - the bond shall be in an amount equal to one hundred percent (100%) of the total estimated cost for completing construction of the specific public improvements, as estimated by the Developer's Engineer and approved by the City Engineer.
3. Term Length - The term length in which the bond is in force, for the duration of that phase of the project, shall be until completed and accepted by the City Engineer.
4. Bonding for Surety Company - The bond shall be with a surety company authorized to do business in the State of Idaho, acceptable to the Council.
5. The escrow agreement shall be drawn and furnished by the subdivider to the satisfaction of the Council.

- b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.
  - 1. Treasurer, Escrow Agent or Trust Company - A cash deposit, certified check, negotiable bond or an irrevocable bank letter of credit such surety acceptable by the Council, shall be deposited with an escrow agent or trust company.
  - 2. Dollar Value - The dollar value of the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be equal to one hundred percent (100%) of the estimated cost of construction for the specific public improvements, as estimated by Developer's Engineer and approved by the City Engineer.
  - 3. Escrow Time - The escrow time for the cash deposit, certified check, negotiable bond or irrevocable bank letter of credit shall be until all required improvements are completed and accepted by the City Engineer.
  - 4. Progressive Payment - In the case of cash deposits or certified checks, an agreement between the City and the subdivider may provide for progressive payment out of the cash deposit or reduction of the certified check, negotiable bond or irrevocable bank letter of credit, to the extent of the cost of the completed portion of the public improvement, in accordance with a previously entered into agreement.

### III.

Developer agrees to retain a Professional Engineer, hereinafter called the Developer's Engineer, registered by the State of Idaho to perform the following minimum Engineering Services in accordance with Title 10 Chapter 12 Section 4-1 of the City Code:

- a. Prepare a master utility plan showing the location of all existing and proposed utility lines to include but not be limited to sewer, water, gas, electricity, telephone, irrigation, pressure irrigation and storm sewer.
- b. Prepare detailed plans and specifications for construction of all improvements required by this Agreement and shall include but not be limited to a complete set of construction plans, including profiles, cross-sections, specifications and other supporting data, for all required public streets, utilities and other facilities. Such construction plans shall be based on preliminary plans which have been approved

with the preliminary plat, and shall be prepared in conjunction with the final plat. Construction plans are subject to approval by the responsible public agencies. All construction plans shall be prepared in accordance with the public agencies' standards and specifications.

- c. Perform construction surveying, staking, testing, inspection and administer the construction of all facilities required by this contract.
- d. Submit all test reports, inspection reports, change orders and construction diaries to the City Engineer every week during the construction of the development or subdivision.
- e. Prepare and submit an updated copy of the enclosed development and subdivision checklist to the City Engineer every week during the construction of the development or subdivision, and also upon completion of the project.
- f. Submit to the City Engineer the final plans, and master utility plan for the City records showing any approved changes to the original plans and specifications. A permanent drawing in ink on approved transparent polyester drafting film and an electronic media copy of the plans in ACAD 2000 using City standard format shall be provided within thirty (30) days after completion of the project.
- g. Submit a letter upon completion of construction stating that the work has been constructed in conformance to the plans and specifications, with the certification by the Developer's Engineer that improvements were constructed to the lines and grades shown.

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

The City agrees to provide asphalt pavement testing for conformance with City standards, but it shall be the responsibility of Developer's Engineer to provide all necessary quality control during construction. All tests shall be taken at a frequency based upon City of Twin Falls Standard Specifications.

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

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

#### IV.

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

#### V.

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

#### VI.

The Developer hereby agrees and petitions the City to annex into the corporate limits of said City, the above described real property that is contiguous with the same or becomes contiguous to said City limits. Developer agrees to annexation of said real property by the City upon the terms and conditions as shall be set forth by said City.

#### VII.

The Developer and the City agree that the improvements listed herein are required unless specifically waived by action of the City Council and that said improvements will be constructed on any public rights-of-way or easements approved and accepted by the City Council all as designed by the Developer's Engineer and approved by the City Engineer and in accordance with standards established by the City Engineer and that all required improvements will be completed in a timely manner. If improvements are not completed in a timely manner, the Developer shall provide an updated, current version of the developer's agreement and financial guarantee for City Council consideration.

#### VIII.

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

## IX.

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

## X.

The City shall provide no compensation for the cost of an oversize water or sewer line. In the case of water or sewer lines extended adjacent to or outside the limits of development, the Developer shall be eligible for payback from adjacent property owners pursuant to Resolution No. 1182. The Developer shall also be eligible for compensation when a private developer extends or connects to any water or sewer system previously installed by private developer, pursuant to Resolution 1651.

## XI

Developer agrees to request in writing that the Developer's Engineers make the inspections required herein and the Developer or his Contractors shall not proceed with the next construction phase until the required inspection is complete and the work has been approved by the Developer's Engineer, the City Engineer or the Engineer's authorized inspector. All such inspections shall be scheduled in accordance with the City of Twin Falls Standard Specifications. Developer agrees to pay all costs resulting from: 1) his failure to properly schedule and request a required test or inspection or 2) proceeding with work before receiving approval to proceed. Developer agrees to remove or correct any rejected, unapproved or defective work or materials as required by the Developer's Engineer or the City Engineer. Any such defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be removed within ten (10) days after written notice is given by the Developer's Engineer or the City Engineer, and the work shall be re-executed by the Contractor at his expense. The fact that either Engineer may have previously overlooked such defective work or materials shall not be a basis for acceptance of any part of it.

The issuance or approval of plans, specifications and computations shall not be construed as an approval of any violation of any provisions of City code, specifications, standards, policy, or any

other ordinance of the City. Approvals of plans that may violate City code, specifications or departmental policies will not be valid.

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

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

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

The Developer shall be responsible for any damage to any existing public improvements and shall repair or replace any such damage as required by the City Engineer, during or after completion of this project.

## XII.

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

### PUBLIC WAYS

#### (a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.

- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.
- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.

(b) City Costs

- (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
- (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.
- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

During construction of the curb the letter W shall be stamped into the top or face of the curb directly in front of the water meter box. The impression shall be not less than one and one half inches (1½") high. Meters shall be grouped at adjacent side lot lines when possible or at another location if requested by the Developer and approved by the City Engineer and Water Superintendent. Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway

approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

The City will make the water line tap only after all appropriate tap fees for a Water Connection General Permit have been received and permits issued. All new water service line and connections made from existing water service mains to service any new development will be the responsibility of the Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

- (6) One water service line tap, meter box, and service line shall be constructed for each building connected to the City water system. It is understood and agreed that the City will make all service line taps and install all meter boxes and that the fee paid by the developer for a Water Connection General Permit will reimburse the City for such work.
- (7) It is further understood and agreed that the City will make all connections to the existing water system. The City will disinfect the new water system at the developer's expense.

(b) City Costs

- (1) None.

(c) Required Inspections

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection

System in accordance with existing sizing guidelines and computer sewer model.

- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

(a) Required Improvements

- (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
- (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

### GRAVITY IRRIGATION SYSTEM

(a) Required Improvements

- (1) Any pipe, boxes or other appurtenances necessary to convey all irrigation water in underground pipe across the development and any adjacent public property. Irrigation facilities outside an established City irrigation district shall be constructed in an irrigation easement on private property except where it is necessary for irrigation water to cross the public right-of-way and all such crossings shall be perpendicular to the center line of said right-of-way unless otherwise approved by the City Engineer due to some unusual condition.

(b) City Costs

- (1) None.

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

### PRESSURE IRRIGATION SYSTEM

(a) Required Improvements

- (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
- (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development,

based upon the computer irrigation water model that the developer's engineer has prepared.

- (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
- (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.
- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval,

before the City Engineer will sign the plat or approve construction plans.

- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.

(b) City Cost.

- (1) None

(c) Required Inspections and Testing

- (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

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b) City Costs

- (1) None.

XIII.

The City and the Developer agree that the sequence of construction shall be as follows unless special approval in writing is obtained from the City Engineer:

1. Erosion and sedimentation controls.
2. Stormwater retention and detention facilities.
3. Waste water sewers and service connections.
4. Waste water manholes.
5. Storm sewers and catch basins.
6. Gravity irrigation pipes and boxes.
7. Pressure irrigation lines, service connections, etc.
8. Water lines and service connections.
9. Gas lines, power lines, telephone lines and cablevision lines.
10. Any other underground improvements that are required.

11. Sub-base preparation for public ways.
12. Gravel base course for public ways.
13. Curb-gutter, valley-gutter and sidewalk.
14. Gravel leveling course.
15. Asphalt paving.
16. Special Features.

#### XIV.

The Development may be phased as indicated on the attached development plan submitted by the Developer and approved by the City Engineer.

The terms of the basic agreement shall apply individually to each phase shown on the attached plan as though each phase were a separate and independent development providing each phase is begun in the sequence indicated on the development plan.

The two (2) year time limit, (indicated in Section VII of the Agreement) for completing the required improvements shall begin for each phase when the Developer sells a lot or an application or a building permit to construct a building within the phase has been received by the City.

The Developer may cease further development after completing any phase and before beginning the next phase and the basic agreement shall terminate in accordance with Section XVI, of the basic agreement for any undeveloped phases of the development originally proposed in the basic agreement.

#### XV.

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

## XVI.

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

Attest:

CITY OF TWIN FALLS, IDAHO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Developer

\_\_\_\_\_  
President Wills Inc.

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, a Notary Public for Idaho, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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

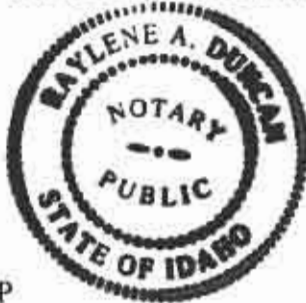
\_\_\_\_\_  
Notary Public for Idaho  
Residing at Twin Falls, Idaho

CORPORATION

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

On this 24 day of March, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Bradford J. Wills, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



*Baylene A. Duncan*

Notary Public for Idaho  
Residing at Twin Falls, Idaho

10/10/19  
Expires

PARTNERSHIP

STATE OF IDAHO )

)ss.

County of Twin Falls )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public for Idaho, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be one of the partners in the partnership of \_\_\_\_\_, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership name.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at Twin Falls, Idaho

## NOTICE OF DEVELOPER'S AGREEMENT

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

The Agreement imposes certain obligations upon the developer for the development of the subject property, and upon the developer's heirs, successors in interest and lawful assigns. Details of the conditions and obligations may be found by examining or photocopying the Agreement at the Office of the City Engineer, 321 2<sup>nd</sup> Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Developer

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

On this 25 day of March, 2015, before me, the undersigned, a Notary Public for Idaho, personally appeared Bradford J. Wills, known to me to be the persons whose names are subscribed to the within instrument on behalf of said Owner and acknowledged to me that said Owner executed the same.

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



Raylene A. Duncan  
Notary Public for Idaho

Residing at Twin Falls, Idaho

Expires  
10/10/19



**Date:** Monday, April 6, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Asst. City Engineer

---

**Request:**

Consideration of a request to approve a trust agreement for **Fieldstone Professional Subdivision, a PUD**, placing all lots into trust.

**Background:**

The Fieldstone Professional Subdivision is a re-subdivision of Fieldstone Subdivision First Amended and a portion of Fieldstone Subdivision. It is physically located on the east side of Fieldstream Way, between Cheney Drive West and North College Road West. The final plat was approved on February 23, 2015 by the Council. The owners of the property wish to record the final plat at this time before development has been completed.

This subdivision consists of commercial and residential lots encompassing 11.90 acres.

**Budget Impact:**

None

**Conclusion:**

Staff recommends that the Council accept the agreement and authorize the Mayor to sign.

**Attachments:**

1. Trust Agreement with Phase Control Notice
2. Location Map/Plat
3. Final Plat

## TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of January, 2015, by and between WILLS INC. an Idaho corporation, (hereinafter "Trustor"); *TITLEFACT, INC.*, (hereinafter "Trustee"); and the CITY OF TWIN FALLS, IDAHO (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

### WITNESSETH:

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

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

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

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

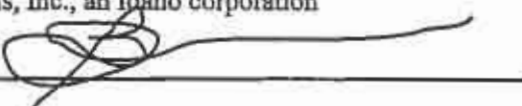
Lots 1-9 Block 1  
Lots 1-10-, Block 2  
Lots 1-10, Block 3  
Lots 1-3, Block 4  
Fieldstone Professional Subdivision

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

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

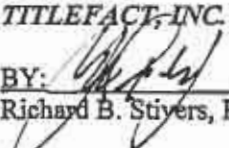
Date: 3/25/15

TRUSTOR:  
Wills, Inc., an Idaho corporation

BY: 

Date: 3/25/15

TRUSTEE:  
*TITLEFACT, INC.*

BY:   
Richard B. Stivers, President

Date: \_\_\_\_\_

BENEFICIARY:  
CITY OF TWIN FALLS, IDAHO

BY: \_\_\_\_\_

STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_\_ day of January, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF IDAHO  
County of Twin Falls

On this 25<sup>th</sup> day of <sup>March</sup>~~January~~, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared **RICHARD B. STIVERS**, known or identified to me to be the President of the said corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Lucero Cruz  
Notary Public for Idaho  
Residing at: Jerome, Idaho  
My Commission expires: August 28, 2020



STATE OF IDAHO  
County of Twin Falls

On this \_\_\_\_\_ day of January, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ for the City of Twin Falls, Idaho, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same on behalf of the City of Twin Falls, Idaho.

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

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**"EXHIBIT A"**

**PHASE CONTROL DEVELOPMENT NOTICE**

THIS NOTICE prohibits the conveyance of any undeveloped lot in ^ until such requirements are met as required by Twin Falls City Codes 10-12-2-4(G) and 10-12-4-3 and an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is ^ as platted in the records of Twin Falls County, Idaho.

25 March 2015  
Dated this ^ day of ^, 20^.

^, Developer

BY: \_\_\_\_\_

^

Bradford J. Wills

President, Wills, Inc.

TITLEFACT, INC.

BY: \_\_\_\_\_

^Richard E. Stivers, President

**TitleFact, Inc.**  
163 Fourth Avenue North  
P.O. Box 486  
Twin Falls, Idaho 83303

## QUITCLAIM DEED

For Value Received **WILLS, INC.**, an Idaho corporation, does hereby convey, remise and forever quit claim unto **TITLEFACT INC.**, an Idaho corporation as Trustee whose address is: P.O. Box 486, Twin Falls, Idaho 83303, the following described premises, to-wit:

Lots 1 thru 9, Block 1, **Fieldstone Professional Subdivision**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

Lots 1 thru 10, Block 2, **Fieldstone Professional Subdivision**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

Lots 1 thru 10 Block 3, **Fieldstone Professional Subdivision**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

Lots 1 thru 3, Block 4, **Fieldstone Professional Subdivision**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book \_\_\_\_\_ of Plats, page \_\_\_\_\_, records of Twin Falls County, Idaho.

together with their appurtenances.

Dated: January 2, 2015

**WILLS INC.**, an Idaho corporation

By: \_\_\_\_\_

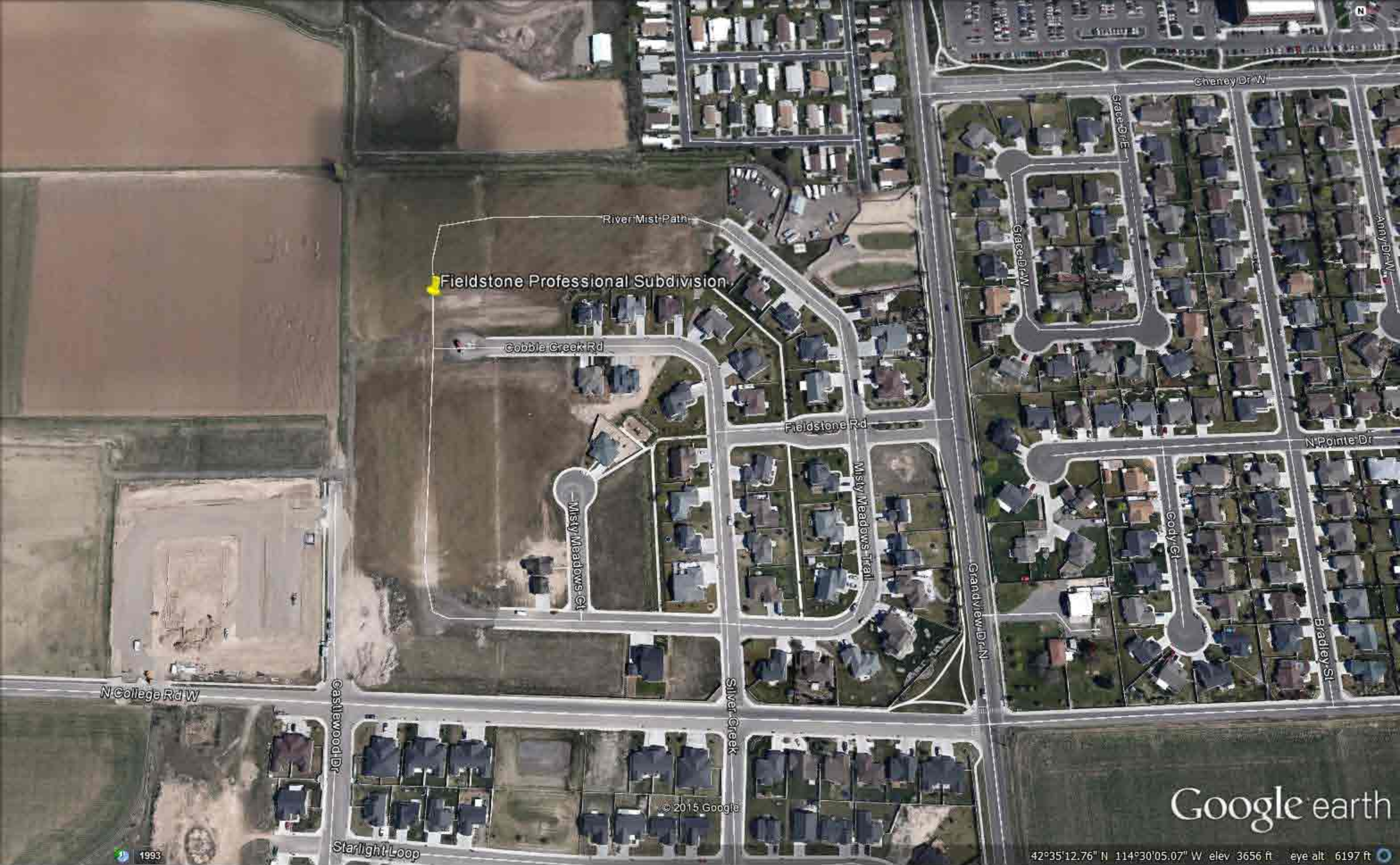
STATE OF IDAHO  
County of Twin Falls

On this 25<sup>th</sup> day of March, 2015, before me, the undersigned, Notary Public in and for said State, personally appeared Bradford J. Wills, known to me to be the President of the corporation that executed this instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Raylene A. Duncan  
Notary Public for Idaho  
Residing at: Twin Falls, Idaho  
My Commission expires: 10/10/19





Fieldstone Professional Subdivision

River Mist Path

Cobble Creek Rd

Fieldstone Rd

Misty Meadows Trail

Misty Meadows Ct

Silver Creek

Grandview Dr N

Grace Dr E

Grace Dr W

Cheney Dr W

Anny Dr W

N Pointe Dr

Bradley St

Cody Ct

N College Rd W

Castlewood Dr

Starlight Loop

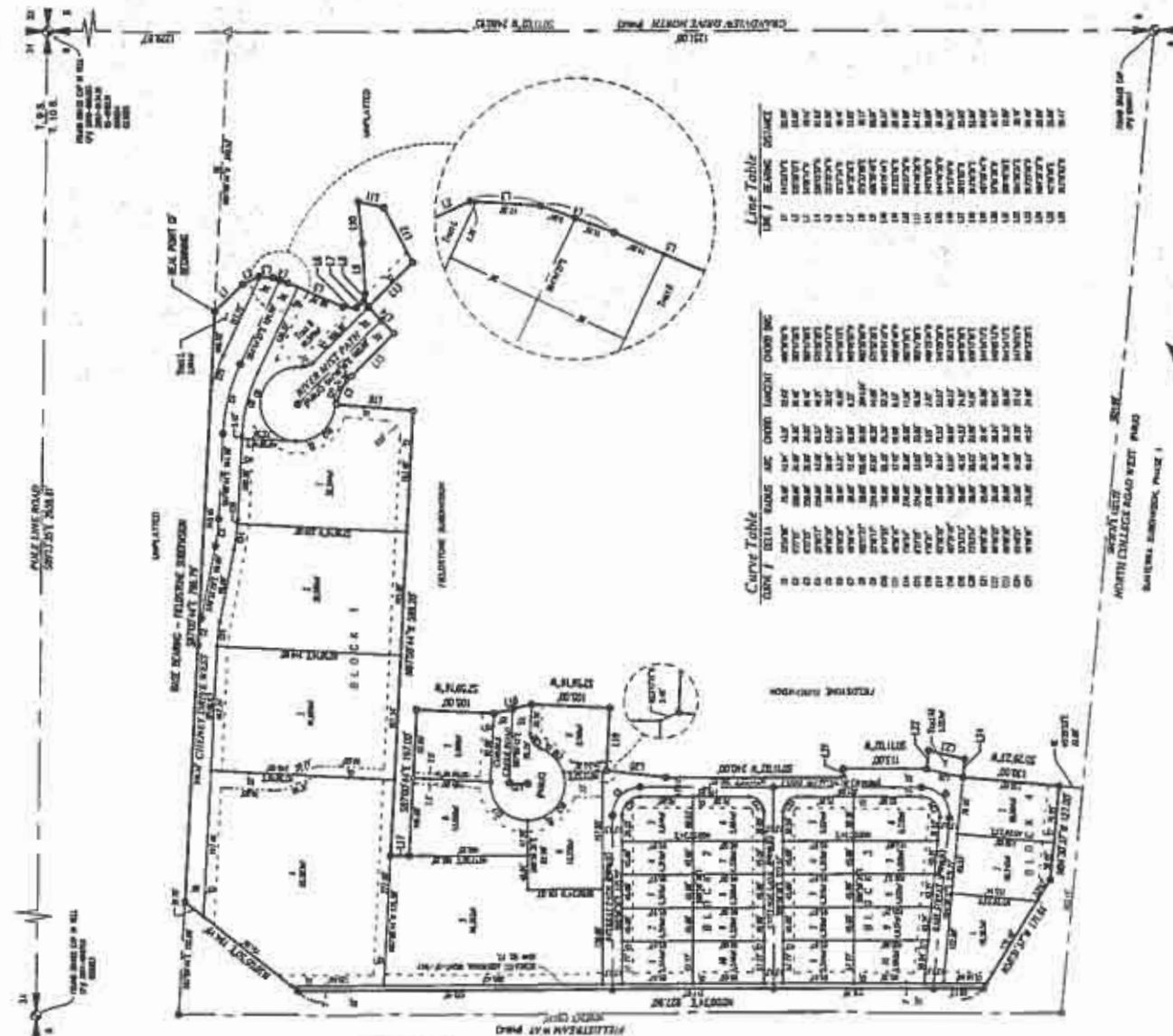
© 2015 Google

Google earth

42°35'12.76" N 114°30'05.07" W elev 3656 ft eye alt 6197 ft

1993

Located In  
SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , Section 6  
Township 10 South, Range 17 East,  
Boise Meridian,  
Twin Falls County, Idaho  
2014



**Vicinity Map:**



### Legend

[illegible]

## Health Certificate

LEARNING THE TRUTH: LINDSEY, CALLED BY NAME, SAYS SHE HAS NO PROBLEM WITH THE CONSTRUCTION OF NEW HOUSING UNLESS IT VIOLATES THE ENVIRONMENTAL RESTRICTIONS. BUT SHE IS CAUTIOUS AT THE USE OF THIS APPROACH. SHE SAYS THAT THE ENVIRONMENTAL RESTRICTIONS MUST BE ENFORCED AND THE VIOLATIONS MONITORED. SHE SAYS THAT THE ENVIRONMENTAL RESTRICTIONS MUST BE ENFORCED AND THE VIOLATIONS MONITORED. SHE SAYS THAT THE ENVIRONMENTAL RESTRICTIONS MUST BE ENFORCED AND THE VIOLATIONS MONITORED.

[illegible]

**EHM Engineers, Inc.**



**Date:** Monday, April 6, 2015  
**To:** Honorable Mayor and City Council  
**From:** Troy Vitek, Assistant City Engineer

---

**Request:**

Consideration of a request to accept right of way.

**Time Estimate:**

The staff presentation will take approximately 5 minutes.

**Background:**

The Twin Falls Reformed Church is deeding public Right-of-Way to the City of Twin Falls. Accepting this Right-of-Way allows for construction of Cheney Drive West without having to purchase this land. City Code states all right of ways dedicated to the City need to be accepted by the council before recordation.

**Approval Process:**

A majority vote of the Council is required to approve this request.

**Budget Impact:**

There is no significant budget impact associated with the Council's approval of this request.

**Conclusion:**

Staff recommends the Council approve the request as presented and authorize the Engineering Department to record the transfer.

**Attachments:**

1. Vicinity map
2. Right-of-Way Deed

Brad Wills  
222 Shoshone St. West  
Twin Falls, Idaho 83303-0346

\*\*\*\*SPACE ABOVE FOR RECORDER\*\*\*\*

## **PUBLIC RIGHT-OF-WAY**

For valuable consideration **TWIN FALLS REFORMED CHURCH**, an Idaho religious corporation, does hereby grant and convey unto the **CITY OF TWIN FALLS, IDAHO**, an Idaho municipal corporation, whose address is: P.O. Box 1907, Twin Falls, Idaho 83303, a permanent and perpetual public right of way, sufficient in width for construction continued operation, maintenance, repair, alteration, inspection and replacement of a public street and utilities, and legally described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The said Grantor does hereby covenant that the Grantor is the owner in fee simple of said premise, that they are free from encumbrances, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 29<sup>th</sup> April, 2014

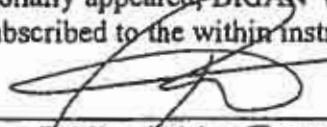
### **TWIN FALLS REFORMED CHURCH**

By: Brian Vriesman  
BRIAN VRIESMAN, PRESIDENT

By: Valentin Celaya  
VALENTIN CELAYA, CLERK

STATE OF IDAHO  
COUNTY OF TWIN FALLS

SUBSCRIBED AND SWORN before me on this 3<sup>RD</sup> day of APRIL, 2014,  
personally appeared, BRIAN VRIESMAN, known or identified to me to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he executed the same.

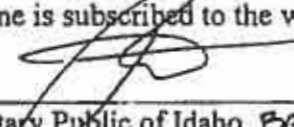
  
Notary Public of Idaho BRADFORD J. WILLS

222 SHOSHONE ST. WEST  
Residing at  
TWIN FALLS, IDAHO 83301

BRAD WILLS  
NOTARY PUBLIC  
STATE OF IDAHO

STATE OF IDAHO  
COUNTY OF TWIN FALLS

SUBSCRIBED AND SWORN before me on this 3<sup>RD</sup> day of APRIL, 2014,  
personally appeared, VALENTIN CELAYA, known or identified to me to be the person whose  
name is subscribed to the within instrument and acknowledged to me that he executed the same.

  
Notary Public of Idaho BRADFORD J. WILLS

222 SHOSHONE ST. W.  
Residing at  
TWIN FALLS, IDAHO 83301

BRAD WILLS  
NOTARY PUBLIC  
STATE OF IDAHO

EXHIBIT A

Land Description  
For

A parcel of land located in the West half of Government Lot 1 of Section 6, Township 10 South,  
Range 17 East, Boise Meridian, Twin Falls County, Idaho; being more particularly described as  
follows:

Commencing at the Northeast corner of said Section 6. Thence, South 00°11'03" West 1229.87  
feet along the East boundary of Section 6; Thence, North 87°00'44" West 663.66 feet along  
the south boundary of said Lot 1 to the southeast corner of the West half of said Lot 1 to the  
REAL POINT OF BEGINNING.

Thence, North 87°00'44" West 663.66 feet along the south boundary of the West half  
of Lot 1 to the southwest corner thereof;  
Thence, North 00°00'31" East 32.04 feet along the West boundary of said Lot 1;  
Thence, South 87°00'44" East 663.71 feet to a point on the east boundary of the  
West half of said Lot 1;  
Thence, South 00°05'59" West 32.04 feet along the east boundary of the West half of  
Lot 1 to the REAL POINT OF BEGINNING.

The above described parcel contains approximately 0.49 Acres (21,238 Sq. Ft.)

**TWIN FALLS HOUSING AUTHORITY**  
200 NORTH ELM ♦ PHONE 208/733-5765 - 733-5878 TDD  
TWIN FALLS, IDAHO  
83301

March 10, 2015

Honorable Mayor and City Council:

I am supplying a brief narrative concerning the reappointment of Calvin Palmer as a continuing board member for the Twin Falls Housing Authority. Mr. Palmer has served one term, and since board members are allowed to serve two consecutive terms, Mr. Palmer has expressed an interest in serving another term.

We are required, as part of our contract with HUD, to have a resident board member unless we have no residents that are willing to serve after having provided reasonable notice. We encourage our residents to participate because we feel it is advantageous to have one of our tenants serve on the board in order to represent the tenants. We value the input of our residents.

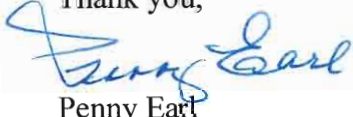
A ballot was mailed to our 196 households and Calvin Palmer was elected to become the new Resident Board Member.

In addition to serving a 5 year term already, Mr. Palmer has a resume as follows:

Served in the Idaho National Guard from November, 1956 to September 1958  
Served and retired from the U S Navy from September, 1958 to December 1978.  
Managed the Twin Falls and Burley Checker Auto Parts February, 1979 to July 1987  
Worked as a maintenance employee for a short period at the Twin Falls Housing Authority  
From August, 1987 to December 1988.  
Managed Abbott's Auto Parts January, 1989 to October, 1991  
Managed Lewis Auto Parts in Gooding, October, 1991 to May, 2001

Retired due to his wife's illness in 2001 and became a resident of the Twin Falls Housing Authority residing at Pioneer Square at that time. He has been a great resident of the Housing Authority, he is very community minded and will represent the tenants as a whole.

Thank you,



Penny Earl  
Executive Director

OATH OF COMMISSIONER OF  
TWIN FALLS HOUSING AUTHORITY  
TWIN FALLS, IDAHO

I, Calvin D. Palmer, do solemnly swear that, I will support the Constitution of the United States, and the Constitution and Laws of this State; that I will faithfully discharge all of the duties of the Office of Commissioner of the Twin Falls Housing Authority of Twin Falls, Idaho according to the best of my ability, SO HELP ME GOD.

Calvin D. Palmer

STATE OF IDAHO

COUNTY OF TWIN FALLS, SS

I, Karin Heinmiller, Notary Public in and for the County of Twin Falls, State of Idaho, hereby certify that Calvin D. Palmer, to me personally known and by me known to be one of the Commissioners of the Twin Falls Housing Authority of Twin Falls, Idaho, appeared before me on the 10<sup>th</sup> day of March, 2015.

And made the above oath.



Karin Heinmiller

Notary Public  
Residing in Twin Falls, Idaho

My Commission expires

9/26/2020

1

CERTIFICATE OF REAPPOINTMENT OF  
COMMISSIONER CALVIN PALMER  
TERM EXPIRES MARCH 10, 2020

WHEREAS, THE TERM OF Calvin Palmer, one of the members of the Board of Commissioners of the Twin Falls Housing Authority expired March 8, 2015.

NOW THEREFORE, pursuant to the provisions of Section 5 of the Housing Authorities Law of the State of Idaho, and by virtue of my office as Mayor of the City of Twin Falls, Idaho I hereby appoint Calvin Palmer to serve an additional five years, from the 10th day of March, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the City of Twin Falls, Idaho and caused the official seal of said City to be attached hereto.

\_\_\_\_\_  
Mayor

Date \_\_\_\_\_, 2015

ATTEST:

\_\_\_\_\_  
City Clerk

I, \_\_\_\_\_, Mayor of the City of Twin Falls, Idaho do hereby certify that the foregoing certificate was duly filed in the office of the Clerk of the City of Twin Falls, Idaho on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Mayor of the City of Twin Falls, Idaho

Date \_\_\_\_\_, 2015

SEAL:

CERTIFICATE

I, \_\_\_\_\_, the duly appointed, qualified City Clerk of the City of Twin Falls, Idaho, do hereby certify that the attached copy of the Certificate of Appointment of Commissioner Calvin D. Palmer is a true and correct copy of the Certificate of Appointment of Commissioner Calvin D. Palmer on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY that the attached copy of the Oath of Commissioner Calvin D. Palmer of the Twin Falls Housing Authority , Twin Falls, Idaho is a true and correct copy of the Oath of Commissioner Calvin D. Palmer on file and of record in the office of the City Clerk.

AND I DO FURTHER CERTIFY THAT the recently appointed Commissioner Calvin D. Palmer by the Honorable Mayor Don Hall to the Twin Falls Housing Authority Board of Commissioners, is not now an officer or employee of the City of Twin Falls, Idaho.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the City of Twin Falls, Idaho this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

City Clerk

SEAL:



**Date:** Monday, April 6, 2015  
**To:** Honorable Mayor and City Council  
**From:** Nancy Taylor, Historic Preservation Commission Chairwoman

---

**Request:**

To present an update on the 125<sup>th</sup> Anniversary of Idaho's Statehood.

**Time Estimate:**

Approximately ten (10) minutes are needed to present the update and any additional time needed to answer any questions the Council may have.

**Background:**

Councilman Talkington attended the February 17, 2015 meeting of the Historic Preservation Commission and asked that the Commission put together a celebration for the 125<sup>th</sup> Anniversary of Idaho's Statehood. On July 3, 1890 President Benjamin Harrison signed an act creating Idaho a State. Nancy Taylor, Historic Preservation Commission Chairwoman, has met with John Kapalaris, Twin Falls County Historic Preservation Commissioner, regarding collaborating on the celebration.

The City Historic Preservation Commission did not have a quorum at their last meeting, but discussed the celebration. There was a suggestion to partner with the City Band on Thursday, July 2<sup>nd</sup> at the City Park. There were several ideas brought up that members were going to pursue.

- Birthday cupcakes – donated by businesses – contest
- Drinks/water – try to get these donated
- Try to partner with someone – City Band, etc
- Small American and Idaho Flags – try to get donations for these
- An Essay contest – 4<sup>th</sup> or 5<sup>th</sup> Graders – 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> prizes

Nancy has determined that the City Band is not playing at the City Park on July 2<sup>nd</sup> so the coordination of the event with a partner has not been determined.

**Approval Process:**

N/A – This is for discussion only.

**Budget Impact:**

N/A – This is for discussion only.

**Regulatory Impact:**

N/A

**Conclusion:**

To update the Council on the plans for the celebration of the 125<sup>th</sup> Anniversary of Idaho's Statehood and get Council's input.

**Attachments:**

None.



## **Monday April 6, 2015 City Council Meeting**

**To:** Honorable Mayor and City Council

**From:** Dennis J. Bowyer, Parks & Recreation Director

---

### **Request:**

Presentation on the estimated maintenance expenses for the Splash Pad at First Federal Bank Park.

### **Time Estimate:**

Staff will make the presentation, following the presentation, we expect some time for questions and answers. The anticipated total time for presentation and questions is estimated at 20 minutes.

### **Background:**

During the discussion with the City Council last month on the recirculation system for the splash pad, the City Council requested estimated maintenance expenses for the splash park.

At the City/YMCA pool, the chemical control system monitors the sanitizer and pH levels of the pool continuously and adjusts the chemical feeders as needed. Even though the water is monitored by the chemical control system, Idaho State Code requires that any pool that is open to the public to have manual testing "recorded each day the pool is open. The pool is manually tested six (6) times per day, once by city staff and five times per day by "Y" personnel. The Aquatic Model Health Code which was created and distributed as an industry standard by the Centers for Disease Control and Prevention recommend for facilities such as splash pads, that the water is tested every four (4) hours if it has an automated control system. There can be lag time between when a sensor detects a needed adjustment and the adjustment takes effect in large bodies of water. Manually testing gives a real time water test result and also acts as a redundancy for all the mechanical processes involved.

A UV system is significantly more expensive than a simple sand filtration and chlorination system; however with the threat of waterborne illness such as Cryptosporidium in a splash pad, a UV system will all but eliminate the threat of disease. The City added UV sanitation to the City Pool in 2009. CH2M Hill currently performs the bi-annual maintenance on this system at the pool and would service this system as well. Because of the simple design of a splash pad (constant aeration of water), chlorine and pH readings will have to be taken multiple times per day to ensure proper water balance. If the water balance gets too far off, the splash pad will have to be closed and the reservoir drained. This water will then be discharged into the sewer line and sent to the wastewater treatment plant. The recirculation system reservoir will be refilled the new water brought into proper balance.

Currently there is no Idaho State Health Code for the testing of a splash pad; staff recommends that the City should test the water at least 3-5 times a day dependent on the hours of operation and bather load at the splash pad. The splash pad is tentatively set to be open 100 days per year from Memorial Day to Labor Day for approximately 7-9 hours per day.

Estimated annual maintenance costs are very hard to determine since some communities with splash pads are not using a recirculation system and other communities have their splash pad chemical control system tied into their pool operation so estimated costs can't be determine by contacting other communities. Staff believes the estimated cost on the UV system maintenance and the electrical cost are fairly precise; the chemical and labor estimates are staff's best estimates of what we know at this time.

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ 1,100        | UV system maintenance – The maintenance portion will be absorbed by CH2M Hill with the contract to manage the waste treatment plant - same as the maintenance agreement of the UV system with the swimming pool. The annual cost to replace the bulbs and wipers is estimated at \$1,100 per year.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| \$ 1,500        | Chemical cost – Estimated cost of chlorine, acid, calcium hypo-chloride, and algaecide.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| \$ 0            | Labor Cost for testing – Staff believe they will be able to modify current seasonal employees to test the water three (3) times per day, for the 100 day season. With staff being out at the Sunway Soccer complex for other duties, they will be take an extra 10 minutes to test the water per time. Full time employees will be handling the backwash that the sand filter will require at least twice a week, one hour per time. Staff will absorb those extra duties to handle the backwashing that is needed. If special attention is needed on weekends or after hours, a full time employee will be called out at a rate of time and half at a minimum of 2 hours. Call outs are roughly \$75 per call out, right now there is no way to estimate the number of call outs we might have. |
| <u>\$ 1,000</u> | Estimated electrical cost to operate the splash pad                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>\$ 3,600</b> | Total Estimated maintenance cost                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

**Approval Process:**

None, this was a presentation to the City Council on estimated maintenance expenses for the splash pad as requested.

**Budget Impact:**

Staff estimated the annual maintenance cost to be \$3,600 per year.

**Regulatory Impact:**

No regulatory impact.

**Conclusion:**

This was only a presentation on estimated maintenance expenses for the splash pad.

**Attachment:**

None



**Monday** April 6, 2015  
**To:** Mayor and City Council  
**From:** Dennis Bowyer, Parks & Recreation Director

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**Request:**

A presentation regarding the status of the Dierkes Lake trail stairs project.

**Time Estimate:**

The presentation will take approximately 10 minutes. Following the presentation, additional time will be necessary for discussion.

**Background:**

The construction of the Dierkes Lake trail stairs project is nearing completion. Staff has several photographs to share with the Council for this presentation.

**Approval Process:**

N/A

**Budget Impact:**

N/A

**Regulatory Impact:**

N/A

**Conclusion:**

This agenda item is only a presentation, no action is necessary.



## **April 6, 2015 City Council Meeting**

**To:** Honorable Mayor and City Council

**From:** Jon Caton, P.E., Public Works Director

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### **Request:**

Consideration of a request to adopt a Resolution declaring an emergency to permit expenditure of funds to repair a manhole near Rock Creek Canyon.

### **Time Estimate:**

The staff presentation will take approximately 5 minutes.

### **Background:**

The City has a sewer manhole adjacent to Rock Creek that has failed. It is near the Public Works Building, directly behind (and north of) La Casita off of S. Park Ave. W. The failure of the manhole has caused wastewater to reach Rock Creek, and staff has been mitigating the loss of containment and with the assistance of a local contractor, has temporarily stopped the leak. The temporary repair is very temporary, meaning, it may not last more than a week or two. The permanent repair will require a significant pump bypass, potentially 1,000 gpm or more. The contractor is currently putting together an estimate for the repair. If the cost is in excess of \$25,000 I would like to propose that Council declares it an emergency in accordance with 67-2808. EMERGENCY EXPENDITURES -- SOLE SOURCE EXPENDITURES.

The City has notified the EPA about the situation and will follow up in a formal letter once the repair has been made.

**Approval Process:** Simple majority vote of the City Council.

**Budget Impact:** To be paid from the mainline replacement funds in the current WWC budget.

**Regulatory Impact:** This will allow the City to award the contract without bidding the project and quickly make the permanent repair before it fails again

**Conclusion:** Request the adoption of a Resolution declaring that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money for the repair/replacement of a manhole.

**Attachments:** Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, DECLARING AN EMERGENCY TO PERMIT EXPENDITURE OF FUNDS TO REPAIR MANHOLES AND SEWER LINES IN ROCK CREEK CANYON.

WHEREAS, The City of Twin Falls has discovered that a manhole and associated sewer line near Rock Creek are deteriorated; and,

WHEREAS, There is a danger of wastewater overflowing into Rock Creek; and,

WHEREAS, The Public Works Director has identified a method of repairing the manholes and sewer lines; and,

WHEREAS, The Wastewater System Fund has sufficient reserves to pay the estimated costs of the necessary construction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TWIN FALLS, IDAHO:

That the City Council of the City of Twin Falls hereby declares that an emergency exists and that the public interest and necessity demand the immediate expenditure of public money for the repair/replacement of the manholes and sewer lines.

PASSED BY THE CITY COUNCIL , 2015.  
SIGNED BY THE MAYOR , 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK



**April 6, 2015 City Council Meeting**

**To:** Honorable Mayor and City Council

**From:** Jon Caton, P.E., Public Works Director

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Request:

Update on the annual Zone Maintenance.

Time Estimate:

The staff presentation will take approximately 15 minutes.

Background: This year we will be Seal Coating Zone 3 and planning work for Zone 4. This presentation will provide a project update for last year and a look ahead at what projects are planned to be constructed this summer.

Approval Process: NA

Budget Impact: NA

Regulatory Impact: NA

Conclusion: NA

Attachments: None