



Twin Falls City Council Agenda

Monday, August 13, 2018, 4:30 PM

203 Main Avenue East
Twin Falls, ID 83301

****Special Meeting Notice****

The Twin Falls City Council will meet at 4:30 P.M. to discuss the Council Chambers.

The regular meeting will begin at 5:00 P.M.

Members: Shawn Barigar, Suzanne Hawkins, Nikki Boyd, Chris Talkington, Gregory Lanting, Christopher Reid, Ruth Pierce

- 1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM
- 2) PLEDGE OF ALLEGIANCE
- 3) PROCLAMATIONS: None
- 4) GENERAL PUBLIC INPUT
- 5) CONSENT CALENDAR
 - a) Request to approve the Accounts Payable for August 7 - 13, 2018.
Purpose: **ACTION ITEM** By: Melissa Eisenhower, Finance Clerk
 - b) Request to approve the **Final Plat** for Addison Springs Subdivision a ZDA located at 2695 Addison Ave. E.
Purpose: **ACTION ITEM** By: Steve O'Connor, Planner
 - c) Request to accept the Improvement Agreement for the purpose of developing **Addison Springs Subdivision, a ZDA.**
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
 - d) Request to approve a Trust Agreement for **Addison Springs Subdivision, a ZDA**, placing Lots 2, 3, 4, and 5; Block 1 in trust.
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION
 - a) Request to confirm the appointment of seven members to the Fire Station Committee
Purpose: **ACTION ITEM** By: Shawn Barigar, Mayor

- b) Request to award a bid to M-B Companies for a New Large Dump Truck and Plow Hitch for \$258,097.28 Under FAA AIP Grant 41.
Purpose: **ACTION ITEM** By: William Carberry, Airport Manager
- c) Request to award a bid to MiddleKauff Auto Mall for a New Light Truck, Snow Plow & Spreader for \$75,191.00 Under FAA AIP Grant 41.
Purpose: **ACTION ITEM** By: William Carberry, Airport Manager
- d) Request to award a bid for the the City of Twin Falls South Well #5.
Purpose: **ACTION ITEM** By: Jon Caton, Public Works Director
- e) Request to approve a change order for the City Hall construction project regarding allowance and contingency reconciliation.
Purpose: **ACTION ITEM** By: Mitch Humble, Deputy City Manager
- f) A presentation of the City of Twin Falls' Preliminary Budget for FY 2019.
Purpose: **Presentation** By: Travis Rothweiler, City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS
- 8) PUBLIC HEARINGS: None
- 9) ADJOURNMENT

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

Public Input Procedures

1. Individuals wishing to provide public input regarding matters relevant to the City of Twin Falls shall
 - wait to be recognized by the Mayor or Chairman
 - approach the microphone/podium
 - state their name, and whether they are a resident or property owner in the City of Twin Falls, and proceed with their input.
2. The Mayor or Chairman may limit input to no less than two (2) minutes. Individuals are not permitted to give their time to other speakers.

Public Hearing Procedures for Zoning Requests

1. Prior to opening the first Public Hearing of the session, the Mayor or Chairman shall review the public hearing procedures.
 2. Individuals wishing to testify or speak before the City Council or Planning and Zoning shall wait to be recognized by the Mayor or Chairman, approach the microphone/podium, state their name, 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 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.
 4. 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.
 5. A City Staff Report shall summarize the application and history of the request.
 6. The City Council or Planning & Zoning Commission may ask questions of staff or the applicant pertaining to the request.
 7. The general public will then be given the opportunity to provide their testimony regarding the request. The Mayor or Chairman may limit public testimony to no less than two (2) minutes per person.
 - 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 or Chairman. 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.
 8. Following the Public Testimony and Applicant's response, the hearing shall continue. The City Council or Planning & Zoning Commission, as recognized by the Mayor or Chairman, shall be allowed to question the Applicant, Staff or anyone who has testified. The Mayor or Chairman may again establish time limits.
 9. The Mayor or Chairman shall close the Public Hearing. The City Council or Planning and 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, 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 or Chairman.



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Steve O'Connor, Planner

ACTION ITEM

Request:

Request to approve the **Final Plat** for Addison Springs Subdivision a ZDA located at 2695 Addison Ave. E.

Time Estimate:

Consent Calendar

Background:

This is a request to approve a Final Plat on property which is zoned C-1 & R-6 ZDA. The request is in conformance with City Code, the Addison Springs ZDA and the Comprehensive Plan.

Approval Process:

Final Plat approvals follow Twin Falls City Code 10-12-2.3

A Preliminary Plat is reviewed and approved by the Planning and Zoning Commission.

A Final Plat which is in substantial conformance to the preliminary plat is then submitted to City Council for approval.

Budget Impact:

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends the City Council approve the Final Plat for the Addison Springs Subdivision a ZDA, as presented and with the following condition:

1. Subject to final technical review and amendments as required by building, engineering, fire and zoning officials to ensure compliance with all applicable city code requirements and standards.

Attachments:

1. 1 - Vicinity Map
2. Revised Final Plat Addison Springs Subdivision a ZDA



Vicinity Map



Current Zoning & Land Use:
R-6 & C-1 ZDA
Comprehensive Plan:
Neighborhood Commercial &
Town Neighborhood
Adjacent Zoning & Land
Uses:
North:
R-2 PRO; Church
South:
Addison Ave E; C-1,
Commercial & Residential
East:
C-1 PUD; Agricultural
West:
Carriage Ln; C-1 PUD; Vacant



CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OR REPRESENTATIVES OF THE OWNERS, IN FEE SIMPLE, OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 11, BEING A BRASS CAP, PROCEED SOUTH 88°51'28" EAST, 879.53 FEET, ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 11, THENCE NORTH 10°18'32" EAST, 18.00 FEET, TO THE TRUE POINT OF BEGINNING, THE 1/4-1/4 CORNER OF SAID SECTION 11, BEING A BRASS CAP, PROCEED SOUTH 88°51'28" EAST, 879.53 FEET, TO THE TRUE POINT OF BEGINNING, BEING THE TRUE POINT OF BEGINNING, MARKED BY A 1/2" REBAR BY E.H.M., BEING THE TRUE POINT OF BEGINNING.

THENCE NORTH 88°51'28" WEST, 471.66 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048;

THENCE NORTH 01°08'32" EAST, 18.00 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048;

THENCE NORTH 88°51'28" WEST, 144.55 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048

THENCE 31.01 FEET, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, A DELTA OF 88°51'01", A TANGENT OF 19.60 FEET, AND A CHORD LENGTH OF 28.00 FEET THAT BEARS NORTH 44°25'57" WEST TO A 1/2" REBAR BY PLS 7048

THENCE NORTH 00°00'27" WEST, 822.34 FEET, ALONG THE EASTERLY RIGHT OF WAY OF CARRIAGE LANE, TO A 1/2" REBAR WITH AN ILLEGIBLE CAP;

THENCE SOUTH 88°51'45" EAST, 633.98 FEET, ALONG THE NORTHERLY BOUNDARY OF THE FARNHAM/GRABOWSKI PARCEL TO A 1/2" REBAR WITH NO CAP

THENCE SOUTH 00°06'19" EAST, 860.03 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 12.46 ACRES MORE OR LESS.

BASIS OF BEARINGS IS SOUTH 88°51'28" EAST BETWEEN SOUTH 1/4 CORNER OF SECTION 11 AND THE SOUTHEAST CORNER OF SAID SECTION 11, BEING THE SAME BASIS OF BEARING AS CEDAR PARK SUBDIVISION NO. 1.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO, HEREBY INCLUDE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC USE FOREVER THE ROAD RIGHTS OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY CONVEYED TO THE PUBLIC FOR THE PURPOSES OF THE PUBLIC USE FOREVER. ANY OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

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

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT TO THE LANDS HEREIN PLATED ARE NOT BEING PLATED IN THIS PLAT. THE IRRIGATION WATER RIGHTS HAVE BEEN PLATED IN THE SUBDIVISION MAP OF THE LANDS HEREIN PLATED, AND THE SUBDIVISION MAP HAS BEEN FILED IN THE PUBLIC RECORDS OF THE CLERK OF THE DISTRICT COURT OF TWIN FALLS COUNTY, IDAHO. THE IRRIGATION WATER RIGHTS AND WILL NOT BE OBLIGATED FOR ASSESSMENTS FROM ANY IRRIGATION DISTRICT AND/OR CANAL COMPANY.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____, 201__.

THAD FARNHAM

ANETTE FARNHAM

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 201__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THAD FARNHAM AND ANETTE FARNHAM AND ACKNOWLEDGED TO ME THEY EXECUTED THE ABOVE CERTIFICATE OF OWNER.

NOTARY PUBLIC FOR IDAHO

MY COMMISSION EXPIRES _____, RESIDING AT TWIN FALLS, IDAHO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADDISON SPRINGS SUBDIVISION A ZDA WERE RECORDED AS INSTRUMENT NO. _____ IN THE MISCELLANEOUS RECORDS OF TWIN FALLS COUNTY, IDAHO ON THE _____ DAY OF _____, 201__.

ROBERT C. GRABOWSKI

BARBARA GRABOWSKI

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 201__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT C. GRABOWSKI AND BARBARA GRABOWSKI AND ACKNOWLEDGED TO ME THEY EXECUTED THE ABOVE CERTIFICATE OF OWNER.

NOTARY PUBLIC FOR IDAHO

MY COMMISSION EXPIRES _____, RESIDING AT TWIN FALLS, IDAHO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADDISON SPRINGS SUBDIVISION A ZDA WERE RECORDED AS INSTRUMENT NO. _____ IN THE MISCELLANEOUS RECORDS OF TWIN FALLS COUNTY, IDAHO ON THE _____ DAY OF _____, 201__.

ADDISON SPRINGS SUBDIVISION A ZDA

J-J-B ENGINEERS, INC.
TWIN FALLS, IDAHO 83401
JULY 17, 2018
JULY 17, 2018



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to accept the Improvement Agreement for the purpose of developing **Addison Springs Subdivision, a ZDA.**

Time Estimate:

N/A

Background:

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 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.

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Addison Springs - Improvement Agreement

IMPROVEMENT AGREEMENT

for

DEVELOPMENTS

This Agreement made and entered into this ____ day of ____, 20____, by and between the CITY OF TWIN FALLS, State of Idaho, a municipal corporation, hereinafter called "City" and Thad Farnham hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Addison Springs Subdivision - Phase 1.

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: Multi-use subdivision to be developed in phases per approved ZDA.

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.

W I T N E S S E T H

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

I.

City agrees: (1) to operate and maintain all approved streets, alleys, service 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.

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 luminaries 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

~~Water shares and pressure irrigation system per agreement with City. Development per approved ZDA. A separate improvement agreement shall be provided prior to development and construction of phase 2.~~

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

Thad Farnham

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

On this 4th day of June, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Thad Farnham, 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 ____ 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 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.

TANYA C. LUTZ
Notary Public
State of Idaho
9/11/2022

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

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:

Addison Springs Subdivision - Phase 1

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 2nd Avenue East, Twin Falls, Idaho 83301.

CITY OF TWIN FALLS, IDAHO

City Clerk

Mayor

Developer
Thad Farnham

Thad Farnham

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

On this 4th day of June, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Thad Farnham, 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.

Tanya C. Lutz
Notary Public for Idaho
Residing at Twin Falls, Idaho





Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Troy Vitek, Assistant City Engineer

ACTION ITEM

Request:

Request to approve a Trust Agreement for **Addison Springs Subdivision, a ZDA**, placing Lots 2, 3, 4, and 5; Block 1 in trust.

Time Estimate:

N/A

Background:

The Addison Springs Subdivision, a ZDA is located on the northeast corner of the intersection of Addison Avenue East and Carriage Lane North. The developer is requesting to place the aforementioned lots in trust in lieu of constructing the improvements or providing a financial guarantee.

Approval Process:

N/A

Budget Impact:

None

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

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

Attachments:

1. Addison Springs - Trust Agreement
2. Addison Springs - Final Plat
3. Addison Springs - Aerial Image

TRUST AGREEMENT

This Trust Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between **Robert C. Grabowski and Barbara G. Grabowski, Trustees of the ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST, as to an as to an undivided 50% interest And THAD FARNHAM AND ANETTE FARNHAM, husband and wife, as to an as to an undivided 50% interest**, (hereinafter "Trustor"); **TITLEFACT, INC.**, (hereinafter "Trustee"); and the **CITY OF TWIN FALLS, IDAHO** (hereinafter "Beneficiary"), and is made with respect to the following facts and objectives:

WITNESSETH:

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

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

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

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

Lots 2, 3, 4, and 5, Block 1, **ADDISON SPRINGS SUBDIVISION**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.
2. The Trustor and the Trustee agree that the Trustee shall hold said title to the Property in trust, solely for the benefit of the Beneficiary under the terms hereof, and that title to the Property shall be and remain good and marketable and free from any defects, liens, conditions or encumbrances of any kind or nature, other than those appearing of record in the office of the Twin Falls County Recorder, and conditions of the Phase Control Development Notice for Lots 2, 3, 4, and 5, Block 1, **ADDISON SPRINGS 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: _____

TRUSTORS:

ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST

BY: _____
Robert C. Grabowski, Trustee

BY: _____
Barbara G. Grabowski, Trustee

Date: _____

BY: _____
Thad Farnham

BY: _____
Anette Farnham

Date: _____

TRUSTEE:
TITLEFACT, INC.

BY: _____
Richard B. Stivers, Chairman of the Board

Date: _____

BENEFICIARY:
CITY OF TWIN FALLS, IDAHO

BY: _____

STATE OF IDAHO

County of _____

On the _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **ROBERT C. GRABOWSKI AND BARBARA G. GRABOWSKI**, known or identified to me to be the Trustees of the Trust that executed this instrument, or the persons who executed the instrument on behalf of said Trust, and acknowledged to me that they executed the same as such Trustees.

Notary Public for Idaho

Residing in

Commission Expires

* * * * *

STATE OF IDAHO

County of _____

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **THAD FARNHAM AND ANETTE FARNHAM**, known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho

Residing at

Commission expires:

* * * * *

STATE OF IDAHO

County of Twin Falls

On this _____ day of _____, 2018, 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

Notary Public for Idaho

Residing at:

My Commission expires:

* * * * *

STATE OF IDAHO

County of Twin Falls

On this _____ day of _____, 2018, 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/she executed the same on behalf of the City of Twin Falls, Idaho.

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

Notary Public for Idaho

Residing at:

My Commission expires:

"EXHIBIT A"

PHASE CONTROL DEVELOPMENT NOTICE

THIS NOTICE prohibits the conveyance of undeveloped Lots 2, 3, 4, and 5, Block 1, **ADDISON SPRINGS SUBDIVISION**, until such time as an Improvement Agreement for Developments between the City of Twin Falls and the Developer is recorded designating the lots and blocks in each phase which are approved for conveyance.

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

The real property subject to this notice is Lots 2, 3, 4, and 5, Block 1, **ADDISON SPRINGS SUBDIVISION**, as platted in the records of Twin Falls County, Idaho.

Dated this _____ day of _____, 2018.

ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST, Developer

BY: _____
Robert C. Grabowski, Trustee

BY: _____
Barbara G. Grabowski, Trustee

BY: _____
Thad Farnham, Developer

BY: _____
Anette Farnham, Developer

TITLEFACT, INC.

BY: _____
Richard B. Stivers, Chairman of the Board

nalo

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

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

WARRANTY DEED

FOR VALUE RECEIVED

Robert C. Grabowski and Barbara G. Grabowski, Trustees of the ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST, as to an as to an undivided 50% interest and THAD FARNHAM AND ANETTE FARNHAM, husband and wife, as to an as to an undivided 50% interest, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto **TITLEFACT, INC., an Idaho corporation, as Trustee** for the benefit of Robert C. Grabowski and Barbara G. Grabowski, Trustees of the ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST, as to an as to an undivided 50% interest and THAD FARNHAM AND ANETTE FARNHAM, husband and wife, as to an as to an undivided 50% interest, hereinafter called grantee, whose address is: P.O. Box 3535, Ketchum, Idaho 83340, the following described premises, in **Twin Falls County, Idaho**, to-wit:

Lots 2, 3, 4, and 5, Block 1, **ADDISON SPRINGS SUBDIVISION**, Twin Falls County, Idaho, according to the official plat thereof recorded in Book _____ of Plats, page _____, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 28, 2018

ROBERT C. AND BARBARA G. GRABOWSKI FAMILY TRUST

BY: _____
Robert C. Grabowski, Trustee

BY: _____
Barbara G. Grabowski, Trustee

Thad Farnham

Anette Farnham

* * * * *

STATE OF IDAHO

County of _____

On the _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **ROBERT C. GRABOWSKI AND BARBARA G. GRABOWSKI**, known or identified to me to be the Trustees of the Trust that executed this instrument, or the persons who executed the instrument on behalf of said Trust, and acknowledged to me that they executed the same as such Trustees.

Notary Public for Idaho
Residing in _____
Commission Expires _____

* * * * *

STATE OF IDAHO

County of _____

On this _____ day of _____, 2018, before me, a Notary Public in and for said State, personally appeared **THAD FARNHAM AND ANETTE FARNHAM**, known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho

Residing at

Commission expires:

This instrument was filed for record by Blaine County Title, as an accommodation only, it has not been examined as to its execution or as to its effect upon title.

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

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

TWIN FALLS COUNTY
RECORDED FOR:
BLAINE COUNTY TITLE
04:28:51 PM 11-13-2017
2017018454
NO. PAGES 2 FEE: \$15.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: JWD
Electronically Recorded by Simplifile

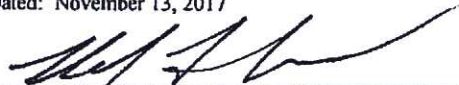
WARRANTY DEED

FOR VALUE RECEIVED THAD FARNHAM and ANETTE FARNHAM, husband and wife, as to an undivided 50% interest; AND ROBERT C. GRABOWSKI and BARBARA GRABOWSKI, husband and wife, as to an undivided 50% interest, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto THAD FARNHAM and ANETTE FARNHAM, husband and wife, as to an undivided 50% interest; And ROBERT C. and BARBARA G. GRABOWSKI FAMILY TRUST, as to an undivided 50% interest, hereinafter called grantee, whose address is: P O BOX 3535, KETCHUM ID 83340, the following described premises, in Twin Falls County, Idaho, to-wit:

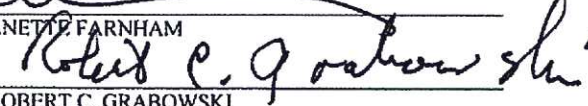
Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho
Section 11: A parcel of land lying within a portion of Section 11; more particularly described as follows:
COMMENCING at the South ¼ Corner of Section 11, being a Brass Cap, proceed South 88°51'28" East 672.53 feet along the Southerly boundary of said Section 11,
THENCE North 00°06'19" West 40.01 feet, to the Northerly Right-of-Way of 3900 N Road (Addison Ave), marked by a 5/8" Rebar by E.H.M., being the TRUE POINT OF BEGINNING;
THENCE North 88°51'28" West, 471.66 Feet, along the Northerly Right-of-Way of 3900 N Road to a 5/8" Rebar by PLS 7048;
THENCE North 01°08'32" East 18.00 Feet, along the Northerly Right-of-Way of 3900 N Road to a 5/8" Rebar by PLS 7048;
THENCE North 88°51'28" West, 144.55 Feet, along the Northerly Right-of-Way of 3900 N Road to a 5/8" Rebar by PLS 7048;
THENCE 31.01 Feet along a Curve to the Right, with a Radius of 20.00 feet, a Delta of 88°51'01", a Tangent of 19.60 Feet, and a Chord of Length 28.00 Feet that Bears North 44°25'57" West to a 5/8" Rebar by PLS 7048;
THENCE North 00°00'27" West 822.34 Feet along the Easterly Right-of-Way of Carriage Lane, to a 5/8" Rebar with an Illegible Cap;
THENCE South 88°51'45" East 633.98 Feet along the Northerly Boundary of the Farnham/Grabowski Parcel to a 5/8" Rebar with No Cap;
THENCE South 00°06'19" East 860.03 Feet to the TRUE POINT OF BEGINNING.
Basis of Bearings is South 88°51'28" East between the South ¼ corner of Section 11 and the Southeast Corner of said Section 11, being the same B.O.B. as Cedarpark Subdivision No. 1.

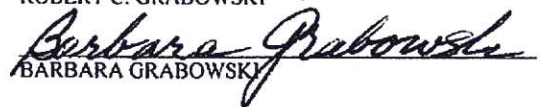
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: November 13, 2017


THAD FARNHAM


ANETTE FARNHAM


ROBERT C. GRABOWSKI


BARBARA GRABOWSKI

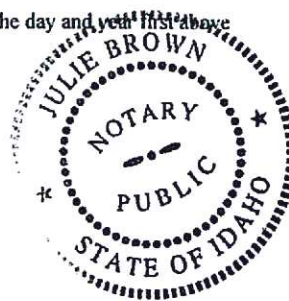
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 13th day of November, 2017, before me, a Notary Public in and for said State, personally appeared THAD FARNHAM and ANETTE FARNHAM known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Hailey, ID
Commission expires: 7-28-23



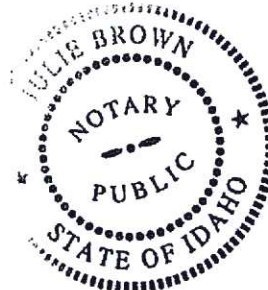
* * * * *

STATE OF IDAHO
County of Twin Falls

On this 13th day of November, 2017, before me, a Notary Public in and for said State, personally appeared ROBERT C. GRABOWSKI and BARBARA GRABOWSKI, known or identified to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same.

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

Notary Public for Idaho
Residing at Hailey, ID
Commission expires: 7-28-23



CERTIFICATE OF OWNER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OR REPRESENTATIVES OF THE OWNERS, IN FEE SIMPLE, OF THE REAL PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, CITY OF TWIN FALLS, TWIN FALLS COUNTY, IDAHO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 11, BEING A BRASS CAP, PROCEED SOUTH 88°51'28" EAST, 879.53 FEET, ALONG THE SOUTHERLY BOUNDARY OF SAID SECTION 11, THENCE NORTH 18° WEST, 100.00 FEET, THENCE NORTHERLY, 100.00 FEET, ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 11, THENCE NORTH 18° WEST, 100.00 FEET, THENCE NORTHERLY, 100.00 FEET, ALONG THE NORTHERLY BOUNDARY OF SAID SECTION 11, BEING THE TRUE POINT OF BEGINNING,

THENCE NORTH 88°51'28" WEST, 471.66 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048;

THENCE NORTH 01°08'32" EAST, 18.00 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048;

THENCE NORTH 88°51'28" WEST, 144.55 FEET, ALONG THE NORTHERLY RIGHT-OF-WAY OF 3900 NORTH ROAD TO A 1/2" REBAR BY PLS 7048

THENCE 31.01 FEET, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 20.00 FEET, A DELTA OF 88°51'01", A TANGENT OF 19.60 FEET, AND A CHORD LENGTH OF 28.00 FEET THAT BEARS NORTH 44°25'57" WEST TO A 1/2" REBAR BY PLS 7048

THENCE NORTH 00°00'27" WEST, 822.34 FEET, ALONG THE EASTERLY RIGHT OF WAY OF CARRIAGE LANE, TO A 1/2" REBAR WITH AN ILLEGIBLE CAP;

THENCE SOUTH 88°51'45" EAST, 633.98 FEET, ALONG THE NORTHERLY BOUNDARY OF THE FARNHAM/GRABOWSKI PARCEL TO A 1/2" REBAR WITH NO CAP

THENCE SOUTH 00°06'19" EAST, 860.03 FEET, TO THE TRUE POINT OF BEGINNING, CONTAINING 12.46 ACRES MORE OR LESS.

BASIS OF BEARINGS IS SOUTH 88°51'28" EAST BETWEEN SOUTH 1/4 CORNER OF SECTION 11 AND THE SOUTHEAST CORNER OF SAID SECTION 11, BEING THE SAME BASIS OF BEARING AS CEDAR PARK SUBDIVISION NO. 1.

IT IS THE INTENTION OF THE UNDERSIGNED TO, AND THEY DO, HEREBY INCLUDE SAID LAND IN THIS PLAT, THAT THE UNDERSIGNED BY THESE PRESENTS DEDICATE TO THE PUBLIC USE FOREVER THE ROAD RIGHTS OF WAY AS SHOWN ON THIS PLAT. THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY CONVEYED TO ANY PERSON OR PERSONS WHO MAY BE INTERESTED IN THE ROAD RIGHTS OF WAY. THE ROAD RIGHTS OF WAY ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY CONVEYED TO ANY PERSON OR PERSONS WHO MAY BE INTERESTED IN THE ROAD RIGHTS OF WAY. THE ROAD RIGHTS OF WAY ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY CONVEYED TO ANY PERSON OR PERSONS WHO MAY BE INTERESTED IN THE ROAD RIGHTS OF WAY.

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

PURSUANT TO IDAHO CODE 31-3805, I, THE UNDERSIGNED, AS OWNER, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT TO THE LANDS SHOWN ON THIS PLAT HAVE BEEN IDENTIFIED AND RECORDED IN THE PUBLIC RECORDS. THE UNDERSIGNED WILL BE ENTITLED TO ANY IRRIGATION WATER RIGHTS AND WILL NOT BE OBLIGATED FOR ASSESSMENTS FROM ANY IRRIGATION DISTRICT AND/OR CANAL COMPANY.

IN WITNESS WHEREOF, I HAVE SET MY HAND THIS _____ DAY OF _____, 201__.

THAD FARNHAM

ANETTE FARNHAM

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 201__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THAD FARNHAM AND ANETTE FARNHAM AND ACKNOWLEDGED TO ME THEY EXECUTED THE ABOVE CERTIFICATE OF OWNER.

NOTARY PUBLIC FOR IDAHO _____

MY COMMISSION EXPIRES _____, RESIDING AT TWIN FALLS, IDAHO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADDISON SPRINGS SUBDIVISION A ZDA WERE RECORDED AS INSTRUMENT NO. _____ IN THE MISCELLANEOUS RECORDS OF TWIN FALLS COUNTY, IDAHO ON THE _____ DAY OF _____, 201__.

ROBERT C. GRABOWSKI

BARBARA GRABOWSKI

STATE OF IDAHO)
COUNTY OF TWIN FALLS) SS

ON THIS _____ DAY OF _____, 201__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROBERT C. GRABOWSKI AND BARBARA GRABOWSKI AND ACKNOWLEDGED TO ME THEY EXECUTED THE ABOVE CERTIFICATE OF OWNER.

NOTARY PUBLIC FOR IDAHO _____

MY COMMISSION EXPIRES _____, RESIDING AT TWIN FALLS, IDAHO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ADDISON SPRINGS SUBDIVISION A ZDA WERE RECORDED AS INSTRUMENT NO. _____ IN THE MISCELLANEOUS RECORDS OF TWIN FALLS COUNTY, IDAHO ON THE _____ DAY OF _____, 201__.

ADDISON SPRINGS SUBDIVISION A ZDA

J-J-B ENGINEERS, INC.
TWIN FALLS, IDAHO 83401
JULY 17, 2018
JULY 17, 2018





Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Brian Pike, Deputy City Manager

ACTION ITEM

Request:

Request to confirm the appointment of seven members to the Fire Station Committee

Time Estimate:

Presentation will take approximately 10 minutes.

Background:

In June, the Council approved the idea of creating a citizen lead Fire Station Committee (FSC) to provide a recommendation to the City Council regarding the programming solutions as brought forward by the Fire Station Programming Team. The FSC will be composed of one Council member, one member from the Twin Falls Fire District and seven residents of Twin Falls.

The FSC will explore the feasibility of remodeling or building four fire stations in our community. The FSC is expected to help lead the following initiatives: validate the programming solution as recommended by the Fire Station Programming Team, consider current locations of Fire Stations related to the recommendations and to help identify funding solutions for the project.

The City of Twin Falls requested interested citizens to send a resume to Chief Les Kenworthy and eleven individuals applied for the committee. Mayor Bariger is recommending the following residents for appointment:

Bob Charlton

Taenia Hudson

Debbie Dane

Mat Morrison

LeRoy Harcourt

Todd Rambur

Tami Gooding

Approval Process:

A simple majority will approve this request.

Budget Impact:

N/A

Regulatory Impact:

There is no regulatory impact associated with this request.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends Council confirm the appointments. Approval will allow staff to form the FSC and start the process.

Attachments:

1. FSC(a)

Purpose

The primary goal of the Fire Station Committee (FSC) will be to provide a recommendation to the City Council regarding the programming solutions as recommended by the Fire Station Programming Team and to help identify possible funding solutions for the project.

The FSC will closely review information provided by city staff, consultants, and other individuals related to the project over the course of six meetings in August through October 2018.

Ground Rules

1. **Equal Voices.** Each member is an equal participant in the process and has equal opportunity to voice opinions and contribute ideas. FSC members recognize the legitimacy of the interest, concerns and goals of others, whether or not they agree with them.
2. **Commitment to Learning.** FSC members are committed to making a special effort to listen carefully, ask pertinent questions, and educate themselves about the interests and needs of City residents. They are responsible for keeping in mind the interests of all City of Twin Falls residents, even as they bring their own opinions to the table or represent specific interest of positions.
3. **Speak Up.** Members are encouraged to share their thinking out loud, to get all the group's best thoughts out in the open to enrich the discussion; silence is agreement.
4. **Keep an Open Mind.** FSC members are open to learning new information and considering perspectives different from their own.
5. **Ask Questions.** Questions of clarification are encouraged. Members should speak up if they feel there is any area of confusion or more information is needed.
6. **Speak for Oneself.** FSC members may bring input from others, but it is understood that each member speaks for her/himself.
7. **Civility, Courtesy and Respect.** FSC members commit to treating each other with civility, courtesy and respect so that meetings are comfortable for all.
8. **Stay on Track.** In light of the limited time available to complete its work, FSC members commit to making the concerted effort to focus on the topics under discussion and work towards consensus.

9. **Strive for Consensus.** In striving for consensus, FSC members commit to actively looking for ways to find agreement.

- Consider something that you may disagree with and consider “if” something changed how you might be able to move to consensus.
- Put another way, if a FSC member cannot live with the direction, she/he must offer an alternative.

10. **Share Information with the Broader Community.** FSC members are encouraged to discuss the Fire Station Project with City of Twin Falls residents outside of the FSC meetings, in order to share their knowledge and bring others’ opinions and perspectives back to the group.

11. **Civility in Community Conversations.** Each member who discusses the FSC’s work with the broader community commits to fostering conversations that share the same courteous, civil, and constructive tone as FSC meetings.

12. **No Surprises.** Out of respect for other FSC members, any member who plans to share information with the broader community that is unexpected should first inform her/his colleagues on the FSC.

13. **Attend Every Meeting.** Each member commits to attend all meetings. Alternatives are not being designated in this process. If a member must miss part or all of a meeting, she/he is responsible for asking another committee member to represent her/his interest or position at the meeting. The member may also submit written comments that will be shared with the group.

14. **Feedback Encouraged.** Members are welcome and encouraged to submit feedback to the facilitator or the City regarding the meetings, either after meetings or between them, via email or phone.

15. **Accountability.** Members of the FSC commit to helping hold each other accountable for following the Ground Rules.

Role of the Facilitator

The facilitator’s role is to keep the meeting running smoothly and on time, keep the discussion focused and the format interactive, and ensure the meetings following the Ground Rules outlined above.

The facilitator is a neutral party in FSC discussions. She/he strives to help FSC members participate in the discussion and reach consensus if possible, without advocating for a specific outcome.

The facilitator will write drafts of the FSC recommendations and provide a final version that is approved by the FSC to the City Manager.

Role of City Staff

Through the course of the FSC's meetings, members will hear from City staff about the City's budget, current fire stations condition, programing needs of the fire department, site proposals, architectural design and other details related to the project. City staff will play an informational role but are not considered members of the FSC. They will:

- Kick-off the first meeting with welcome and introductions
- Make presentations to the group, providing subject matter expertise, analysis and insight
- Answer questions submitted by FSC members during and in between meetings
- Encourage discussion of new ideas and suggestions by providing information and/or perspectives on City government
- Help with flip-charting and note-taking at FSC meetings

Role of City Council

The City Council will appointed one of their members to serve on the FSC. Oher members may elect to attend FSC meetings but will do so as observers rather than taking an active role.

Role of Observers

All Twin Falls city residents are welcome to attend and observe the FSC meetings. Their role is limited to observation; there will not be a public comment period. Observers are encouraged to provide comments to the members during breaks or outside of meetings.

We will also offer observers opportunities to put comments in writing. If hearing from them during a meeting would benefit the FSC, the facilitator will call upon them to speak after receiving permission from the FSC members. Observers need to abide by the committee's Ground Rules.

Consensus and Recommendations

The FSC is expected to represent a wide range of citizen's interests, perspectives, and opinions. Decisions on recommendations will be made by the consensus of the group.

If some FSC members find they cannot support an emerging recommendation of the entire group, they are obligated to make their concerns known, and the rest of the group is obligated to listen with an interest in resolving them. Everyone is expected to work together to address the concerns, including asking the concerned party to clarify the underlying interests or discuss other dynamics that could be interfering with an agreement. All parties are obligated to try to find an alternative that meets the interest of the concerned party as well as their own.

If it is not possible to reach consensus on particular recommendations, the potential options for resolving the issue will be documented and included in the FSC's report as a minority opinion.

FSC Work Plan

Date and Time	Topics



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: William Carberry, Airport Manager

ACTION ITEM

Request:

Request to award a bid to M-B Companies for a New Large Dump Truck and Plow Hitch for \$258,097.28 Under FAA AIP Grant 41.

Time Estimate:

The staff presentation will take approximately 2 minutes, with possibly additional time for questions.

Background:

In conjunction with FAA guidance, the Airport requested bids for a new large dump truck with plow mount (for an existing 22-foot airport plow). On June 20th, the airport received two bids for the equipment. Oshkosh Company bid \$317,859.02, M-B Company bid \$258,097.28 The Engineer's estimate for the truck and plow mount was \$275,600.00.

(See Attached JUB Bid report)

Approval Process:

A majority vote of the Council is needed to award the bid.

Budget Impact:

The airport will have funding to award the bid in this summer's pending AIP 41 grant. The local 6.25% local match is available in the airport FAA construction fund.

Regulatory Impact:

Approval of this request will continue to enable the airport to meet its obligation to maintain the equipment needed to perform snow and ice control at the airport.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to award the bid and contract to M-B Companies, for \$258,097.28, contingent upon FAA funding, and authorize the mayor to sign the notice of award and contract.

Attachments:

1. SRE Dump Truck JUB Bid Rec 073018

June 21, 2018

Joslin Field Magic Valley Regional Airport
Bill Carberry, Airport Manager
492 Airport Loop
Twin Falls, ID 83301

RE: Joslin Field Magic Valley Regional Airport
Snow Removal Equipment Procurement – Dump Truck with Plow Hitch
FAA AIP 3-16-0036-041

Dear Bill:

On June 20, 2018, 10:00 am local time, bids were publicly opened for the above project. There were two (2) bidders submitting their bids for the Dump Truck with Plow Hitch. The bid tabulation is attached and the totals including sales tax (6.0%) are summarized in the table below. A price analysis comparing the bids and bid items of the low bidder against both the Engineer's Estimate and the other submitted bids has been performed.

Schedule	Engineer's Estimate	M-B Companies	Oshkosh Airport Parts
SP-1 Carrier Vehicle with Dump Bed and Plow Mount for 22' Plow	\$275,600.00	\$258,097.28	\$317,859.02

The apparent low, responsive, qualified and responsible bidder was M-B Companies with a bid of \$258,097.28. The M-B Companies bid was 6.35% under the Engineer's Estimate. A cost analysis of this bid determined that the costs submitted are allowable, allocable, and reasonable

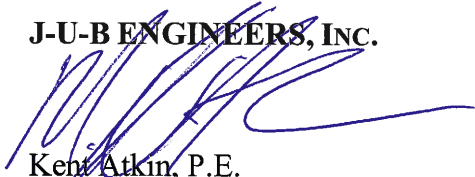
Both bidders requested a Buy American waiver, so upon the award of this contract, M-B Companies will be required to submit the request for waiver as called out in the bid documents.

After review of the bids and the bid documents, J-U-B ENGINEERS recommends that the bid for the Dump Truck with Plow Hitch be awarded to M-B Companies of Chilton, Wisconsin in the amount of \$258,097.28, pending approval of their Buy America waiver.

Please let me know if you have any questions.

Sincerely,

J-U-B ENGINEERS, INC.



Kent Atkin, P.E.
Project Manager

Cc: Gary Gates FAA Helena ADO with Enclosures

Enclosures:

Bid Tabulation
Contractor's Bid



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: William Carberry, Airport Manager

ACTION ITEM

Request:

Request to award a bid to MiddleKauff Auto Mall for a New Light Truck, Snow Plow & Spreader for \$75,191.00 Under FAA AIP Grant 41.

Time Estimate:

The staff presentation will take approximately 2 minutes, with possibly additional time for questions.

Background:

In conjunction with FAA guidance, the Airport requested bids for a new light truck, equipped with a 9-foot snowplow and a de-icing chemical spreader. After failing to receive any bids at the original bid opening in June, the equipment was rebid. On July 25th, a lone bid was received from MiddleKauff for \$75,191.00. The Engineer's estimate for the truck and equipment was \$80,000.00.

(See JUB Bid Report)

Approval Process:

A majority vote of the Council is needed to award the bid.

Budget Impact:

The airport will have funding to award the bid in this summer's pending AIP 41 grant. The local 6.25% local match is available in the airport FAA construction fund.

Regulatory Impact:

Approval of this request will continue to enable the airport to meet its obligation to maintain the equipment needed to perform snow and ice control at the airport.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the request to award the bid and contract to MiddleKauff Auto Mall, for \$75,191.00, contingent upon FAA funding, and authorize the mayor to sign the notice of award and contract.

Attachments:

1. SRE Light Truck JUB Bid Rec 073018



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

July 26, 2018

Joslin Field Magic Valley Regional Airport
Bill Carberry, Airport Manager
492 Airport Loop
Twin Falls, ID 83301

RE: Joslin Field Magic Valley Regional Airport
Snow Removal Equipment Procurement – Carrier Vehicle with Material Spreader and
9' Articulating V-Plow FAA AIP 3-16-0036-041

Dear Bill:

On July 25, 2018, 10:00 am local time, bids were publicly opened for the above project. There was one (1) bidder submitting a bid for the Carrier Vehicle with Material Spreader and 9' Articulating V-Plow. The bid tabulation is attached and is summarized in the table below. (No sales tax is included in this bid because it is an in-state supplier selling to a public entity.) A price analysis comparing the bid and bid items of the bidder against the Engineer's Estimate has been performed.

Schedule	Engineer's Estimate	MiddleKauff Auto Mall
SP-2 Carrier Vehicle with Material Spreader and 9' Articulating V-Plow	\$80,000.00	\$75,191.00

MiddleKauff Auto Mall submitted what was determined to be a responsive, qualified and responsible bid in the amount of \$75,191.00. This bid was 6% under the Engineer's Estimate. Costs for this vehicle were researched prior to the bid from published prices off the various suppliers' websites. The bid price was in line with these published prices and is therefore considered reasonable and allowable.

MiddleKauff has not requested a Buy American waiver.

After review of the bid and the bid documents, J-U-B ENGINEERS recommends that the bid for the Carrier Vehicle with Material Spreader and 9' Articulating V-Plow be awarded to MiddleKauff Auto Mall of Twin Falls, Idaho in the amount of \$75,191.00.

Please let me know if you have any questions.

Sincerely,

J-U-B ENGINEERS, Inc.

Kent Atkins, P.E.

Project Manager

Cc: Gary Gates FAA Helena ADO with Enclosures

Enclosures:

Bid Tabulation
Contractor's Bid

Joslin Field - Magic Valley Regional Airport - AIP 3-16-0036-041- Snow Removal Equipment Procurement
Bid Opening - July 25, 2018 10:00 am MDT

BIDDER NAME: ADDRESS:				Engineer's Estimate			MiddleKauff Auto Mail 1243 Blue Lakes Blvd N Twin Falls, ID 83301					
ITEM NO.	ITEM DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
SCHEDULE 2:												
SP-2	CARRIER VEHICLE WITH MATERIAL SPREADER AND PLOW	1	LS	\$80,000.00	\$80,000.00	\$36,150.00	\$36,150.00	\$39,041.00	\$39,041.00			
	2019 F550 Regular Cab 4x4 6.8 V-10											
	6.0% Sales Tax				\$4,800.00							
	Total - Schedule 2:				\$84,800.00	\$75,191.00	\$75,191.00					
Addendum No.				N/A			Y					
Proposal Signed				N/A			Y					
Certificate of Non-Collusion				N/A			Y					
Buy American Certificate				N/A			Y					
Debarment/Suspension Certification				N/A			Y					
Restriction on Federal Public Works Projects				N/A			Y					



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Jon Caton, Public Works Director

ACTION ITEM

Request:

Request to award a bid for the the City of Twin Falls South Well #5.

Time Estimate:

5-10 Minutes

Background:

The South Well #5 Development project has \$750,000 budgeted for FY18. The entire project includes upgrading the test well to a larger fully functional municipal well, mainline pipe installation, and a well house. Some of the work will be performed in-house with city forces; primarily water main installation. The remainder of the work would be contracted. The bid presented this evening from Apex Drilling LLC, includes the removal of the test well pump, upgrading the well casing, installing a new permanent pump, and performing pump testing. The engineer's estimate was \$192,244.00. Because the project was estimated under \$200k, Idaho Code 67-2805 allows the city to use the "informal" bid process which means a minimum of 3 contractors must be solicited for bids. JUB Engineers designed and assisted with the bid process. JUB solicited 10 different well drillers to submit a bid by July 27, 2018. No bids were received. Per Idaho Code 67-2805, Staff received approval from City Council on August 6, to negotiate the work on the open market without further competitive bidding. With Fritz's and Staff approval, JUB moved forward and contacted 3 well drillers by telephone to solicit bids. Apex drilling LLC was the only well driller to submit a bid to perform the work. Their bid was \$149,949.00. JUB has reviewed the bid and has verified that it is in conformance and they have the appropriate bonding in place. City Staff recommends awarding the project to Apex Drilling LLC.

Approval Process:

Requires Council Approval

Budget Impact:

This is a budgeted project, the engineer's estimate was \$192,244 and the contractor's bid was \$149,949.00. Staff also requests Council to authorize a contingency budget of 15% (\$22,492.35) for any unforeseen or unanticipated potential change orders. Staff does not anticipate any change orders at this time. (Total potential financial commitment \$172,441.35)

Regulatory Impact:

NA

History:

NA

Analysis:

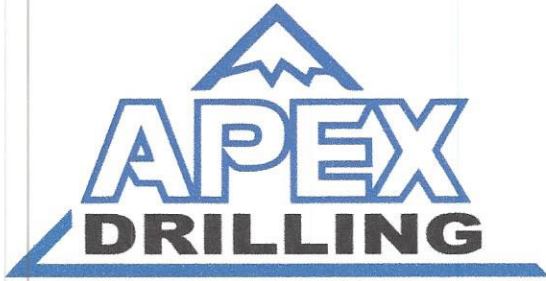
NA

Conclusion:

This is a budgeted project, the engineer's estimate is \$192,244 and the contractor's bid was \$149,949.00. JUB has reviewed the bid documents and verified that it is in conformance with the appropriate bonding. City Staff recommends Council award the "City of Twin Falls 2018 South Well #5 Development" to Apex Drilling LLC in the amount of \$149,949.00. Staff requests Council to authorize a contingency budget of 15% (\$22,492.35) for any unforeseen or unanticipated potential change orders. Staff does not anticipate any change orders at this time. (Total potential financial commitment \$172,441.35)

Attachments:

1. ApexDrilling Bid 07-31-2018-pm
2. TransLtr Jon Well Drilling Bid Results 2018-7-31



From : Apex Drilling LLC
3855 Hiland Ave.
Burley, ID 83318

208-678-9393 office
208-678-2236 fax

apexdrillingllc@gmail.com

FAX/EMAIL TRANSMITTAL COVER PAGE

To: CITY OF TWIN FALLS
HATTIE ZOBOIT

fax # _____

hzobott@jub.com

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price(s):

Base Bid Unit Price Schedule

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization/Demobilization (5% Max)	1	LS	6,500	6,500
2	Remove and Dispose of Existing Annular Seal Casing (10" Diameter x 42' Length)	1	LS	1,600	1,600
3	Drill 24" Diameter Overbore for Annular Seal Placement	58	FT	288	16,704
4	Install and Remove 24" Diameter Temporary Casing for Annular Seal	13	FT	50	650
5	Install 20" Diameter Casing for Annular Seal	61	FT	125	7,625
6	Annular Seal	58	FT	45	2,610
7	Drill 20" Diameter Borehole	329	FT	240	78,960
8	Install and Remove Temporary Pump	1	LS	8,500	8,500
9	Well Development	8	HR	400	3,200
10	Initial Pump Test and Water Disposal (8-hr Step Drawdown Test, 24-hr Test)	32	HR	400	12,800
11	Secondary Pump Test and Water Disposal	10	HR	500	5,000
12	Well Disinfection and Bacteria Prevention	1	LS	3,000	3,000
13	Wellhead Completion	1	LS	1,800	1,800
14	Well CCTV Inspection	1	LS	1,000	1,000

TOTAL OF UNIT PRICES – BASE BID SCHEDULE (\$ 149,949.00)
(Use Figures)

ONE HUNDRED FORTY NINE THOUSAND, NINE HUNDRED FORTY NINE
(Use Words)

At Owner's discretion, the basis of award will be on the Base Bid Schedule that is the lowest responsive Bid in total price, conforms with the conditions in the Bidding Documents, is in the best interest if the project, and is within the Owner's available budget.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.



ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

APEX DRILLING LLC

By:

[Signature]

David B. Baker

[Printed name]

DAVID B. BAKER

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

Address for giving notices:

3855 HILAND AVE.

BURLEY, ID 83318

Telephone Number:

208-678-9393

Fax Number:

208-678-2236

Contact Name and e-mail address:

DAVID B. BAKER

apexdrillingllc@gmail.com

Bidder's License No.:

(where applicable)

**CITY OF TWIN FALLS
TWIN FALLS, IDAHO
2018 SOUTH WELL #5 DEVELOPMENT**

LISTING OF SUBCONTRACTORS

The Bidder shall list on the following lines the names and addresses of all subcontractors to whom subcontracts will be awarded if the Bidder is awarded a contract. Insert "Self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required.

Note: Failure to name the plumbing, HVAC and electrical subcontractors shall render the bid "non-responsive" under State Law IC 67-2310.

Electrical Contractor:

Name: NOT REQUIRED

Address: _____

Public Works License Number: _____

Heating, Ventilation, and Air Conditioning (HVAC) Contractor:

Name: NOT REQUIRED

Address: _____

Public Works License Number: _____

Plumbing Contractor:

Name: NOT REQUIRED

Address: _____

Public Works License Number: _____

Other:

Name: LAYNE Pump

Address: 3797 NORTH 3400 EAST, KIMBERLY, ID 83841

Public Works License Number: 017144-C-4

Other:

Name: NOT REQUIRED

Address: _____

Public Works License Number: _____

C.L. "Butch" Otter
Governor

State of Idaho
Division of Building Safety
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

024275 - C - 4

License Number

Categories: 02520

09/25/2015

Original License Issued

This is to certify that

APEX DRILLING LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 09/30/2018

David B. Baker

Licensee Signature

Chris L. Jensen

Chris L. Jensen, Administrator

State of Idaho

Bureau Of Occupational Licenses

Public Record Information (Detail)

Public Record

Business Name:	APEX DRILLING LLC
Owner:	DAVID BAKER, MINDY BAKER, HENRY BAKER
Profession:	IDAHO CONTRACTORS BOARD
Type:	REGISTERED ENTITY CONTRACTOR
Number:	RCE - 21581
Address Of Record:	
City/State/Zip:	BURLEY ID 83318
Country:	USA
Business Phone:	(208) 678 - 9393
Original Date of Issue:	5/15/2007
Registered/Licensed By:	
Status:	Current
Discipline Status:	
Expiration Date:	5/15/2019

Disciplinary Action Documents

None

NOTE: This document is a copy of the electronic record of the person named above and constitutes a verification of that record. If official certification of this record is required, a written request must be submitted together with a \$10.00 fee to the Bureau of Occupational Licenses, 700 West State Street, PO Box 83720, Boise, Idaho 83720-0063.

NOTE: If a disciplinary document is not available on the Documents tab, please fill out and submit a [Public Records Request form](#).

No. W 46374		Due no later than Jan 31, 2018 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. APEX DRILLING, LLC DAVID B BAKER 3855 HILAND AVE BURLEY ID 83318		DAVID B BAKER 3855 HILAND AVE BURLEY ID 83318			
				3. <u>New</u> Registered Agent Signature:*			
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
MEMBER	HENRY A BAKER	101 WEST 500 SOUTH	BURLEY	ID	USA	83318	
MEMBER	DAVID B BAKER	338 EAST 200 SOUTH	BURLEY	ID		83318	
MEMBER	MATTHEW S BAKER	1543 ORIENTAL AVE	BURLEY	ID		83318	
MEMBER	MARTY C BAKER	2635 YELLOWSTONE TR	BURLEY	ID	USA	83318	
5. Organized Under the Laws of: ID W 46374		6. Annual Report must be signed.* Signature: David B Baker Name (type or print): David B Baker		Date: 01/26/2018 Title: member			
Processed 01/26/2018		* Electronically provided signatures are accepted as original signatures.					

July 30, 2018

**APEX DRILLING LLC
103 A WEST 500 SOUTH
BURLEY, ID 83318-3327**

Dear **APEX DRILLING LLC**,

We are pleased to present you with this Bid Bond.

Our agency has reviewed your current bid bond need based on the information you have provided to us for this job proposal. If the job is awarded to your company, and final bonds are required, the premium based on the estimated bid amount would be **\$4,125.00**. This premium was developed using the estimated job cost and rates from Auto-Owners Insurance Company, a company we trust and who has earned our confidence.

Carefully review our information summary to make sure your bond is correct.

Auto-Owners Insurance Group has the financial strength to be ranked among the leaders in the industry for financial security. Their A++ (Superior) rating by A.M. Best Company places them among the top four percent of all companies within the insurance industry. Their financial strength is your security should a loss occur.

Please contact our agency for all your bond and insurance needs. We are here to answer any questions regarding this bond or any other items you may wish to discuss.

Thank you for looking to WRANGLER INSURANCE INC for help with your bond needs. We look forward to being of assistance to you.

Sincerely,

LUKE W TREVINO
WRANGLER INSURANCE INC

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. BD149759

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022.

Susan E. Theisen

Susan E. Theisen

Notary Public



STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 30th day of July, 2018.

William F. Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel



Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

P.O. BOX 30660 • LANSING, MICHIGAN 48909-8160

CONTRACT BOND APPLICATION (One-Time Bonds Only)

Fax Number: 1-517-327-4827
 Phone Number: 1-800-445-4185 X52570 (MI ONLY)
 1-800-346-0346 X52570 (ALL OTHERS)
contractbonds.und@aoins.com

AGENCY INFORMATION

Agency Name: WRANGLER INSURANCE INC Agency Code: 39-0039-00Producer Name: LUKE W TREVINO Producer Code: _____Does the agency have Power of Attorney with Auto-Owners? _____ ☒ Yes ☐ No

Bond Type: ☒ Quick Contract Bond ☐ School Bus Bond If this is a renewal, what is the bond number? _____
 (up to \$350,000)

APPLICANT INFORMATION

Entity Type: ☐ Corporation ☐ Joint Venture ☒ LLC ☐ Partnership ☐ IndividualCompany Name: APEX DRILLING LLCCompany Mailing Address: 103 A WEST 500 SOUTH, BURLEY, ID 83318-3327Company Premises Address: 103 A WEST 500 SOUTH, BURLEY, ID 83318-3327

E-mail Address: _____ Website Address: _____

Phone Number: (208) 678-9393 FEIN: **_***3681 State of Incorporation: _____Type of Work (Electric, Plumbing, Etc.): DRILLING CONTRACTSHow many years of experience does the contractor have in this type of work? 20What is the monetary value of the largest job completed in the past five years? \$265,000.00What is the total cost to complete your company's work in progress? \$300,000.00Has your company ever been bonded for Bid or Performance & Payment Bonds? _____ ☒ Yes ☐ NoIf yes, by what surety company? CNA SURETYWhat is your reason for changing surety companies? WE NOW HAVE ACCESS TO AUTO OWNERS TO WRITE THE BONDSHas your company been declined for Bid or Performance & Payment Bonds in the past five years? _____ ☐ Yes ☒ No

If yes, please explain: _____

If the Applicant has a general liability policy with Auto-Owners, what is the policy number? _____

BOND INFORMATION**JOB INFORMATION**

DOES THE OBLIGEE REQUIRE THEIR OWN BOND FORM?..... ☐ Yes ☒ No
IF YES, PLEASE ATTACH A COPY.

Obligee Name: CITY OF TWIN FALLS

Obligee Address: 203 MAIN AVE, TWIN FALLS, ID 83303-1907

Obligee Phone Number: _____ Obligee Fax Number: _____

Job Description: DRILLING A WATER WELL FOR THE CITY OF TWIN FALLS

Physical Address of Job: 2018 SOUTH WELL #5 DEVELOPMENTCITY OF TWIN FALLS, IDAHO

Has your company previously operated in this state?..... ☒ Yes ☐ No

Start Date: 08/15/2018 Completion Date: 10/15/2018 Percentage of work subcontracted out: 0.0%

Liquidated Damages: \$0 Maintenance Period: 10/15/2019

For which sector will this job be performed (Federal, Public or Private): Public

BID BOND

Bid Date: 07/27/2018 Bid Amount: \$150,000.00 % of Bid: 5

Invitation Number (if Federal): _____

PERFORMANCE AND PAYMENT BOND

Contract Price: _____ Contract Date: _____ Contract Number (if Federal): _____

Was this job negotiated or bid?_____ If it was bid, who were the next two lowest bidders and what were the bid amounts?

1. _____ \$ _____

2. _____ \$ _____

SCHOOL BUS BOND

Bond Amount: _____ Term: _____ to _____

Route Number: _____ Personal Net Worth: _____

INDEMNITOR INFORMATION

Name: DAVID BAKER

Mailing Address: 338 E 200 S, BURLEY, ID 83318-5433

Email Address: _____ Social Security Number: ***-**-6724

Phone Number: (208) 300-0542 Business Ownership Percentage: 78.00%

Marital Status: MARRIED Title: MEMBER

Name of Spouse: MINDY BAKER Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

Name: MARTY BAKER

Mailing Address: 3855 HILAND AVE, BURLEY, ID 83318-3327

Email Address: _____ Social Security Number: ***-**-5255

Phone Number: _____ Business Ownership Percentage: 3.50%

Marital Status: MARRIED Title: MEMBER

Name of Spouse: RACHELL BAKER Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

Name: MATTHEW BAKER

Mailing Address: 3855 HILAND AVE, BURLEY, ID 83318-3327

Email Address: _____ Social Security Number: ***-**-6266

Phone Number: _____ Business Ownership Percentage: 3.50%

Marital Status: MARRIED Title: MEMBER

Name of Spouse: NICOLE BAKER Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

Name: HENRY BAKER

Mailing Address: 3855 HILAND AVE, BURLEY, ID 83318-3327

Email Address: _____ Social Security Number: ***-**-0195

Phone Number: _____ Business Ownership Percentage: 15.00%

Marital Status: MARRIED Title: MEMBER

Name of Spouse: DIANE BAKER Spouse's Social Security Number: _____
(Spouse must sign the indemnity agreement.)

Spouse's Phone Number: _____ Spouse's Email Address: _____

- (4) of any assignment by the undersigned for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the undersigned, whether insolvent or not;
- (5) of any proceeding which deprives the undersigned of the use of any of the machinery, equipment, plant, tools or material referred to the following paragraph; or
- (6) of the undersigned's dying, absconding, becoming a fugitive from justice, or being convicted of a felony, if the undersigned be an individual:
- (a) All the right, title and interests of the undersigned in and to all sub-contracts let or to be let in connection with said contract and in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site of said work or elsewhere, for the purpose thereof, including as well materials purchased for or chargeable to such contract, which may be in process of construction, or storage elsewhere, or in transportation to said site;
 - (b) All the rights of the undersigned in, and growing in any manner out of, said contract, or any extensions, modifications changes or alterations thereof or additions thereto, or in, or growing in any manner out of, said bond or bonds, or any of them;
 - (c) All actions, causes of actions, claims and demands whatsoever which the undersigned may have or acquire against any sub-contractor, laborer or material man, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of said contract;
 - (d) Any and all percentages retained on account of said contract, and any and all sums that may be due under said contract at the time of such abandonment, forfeiture or breach, or that thereafter may become due;

Fifth, that liability hereunder shall extend to, and include, the full amount of any and all sums paid by the Company in settlement or compromise of any claims, demands, suits, and judgments upon said bond or bonds, or any of them, on good faith, under the belief that it was liable therefor, whether liable or not, as well as of any and all disbursements on account of costs, expenses and attorney's fees, as aforesaid, which may be made under the belief that such were necessary, whether necessary or not;

Sixth, that in event of payment, settlement or compromise, in good faith, of liability, loss, costs, damages, expenses and attorney's fees, claims, demands, suits, and judgments as aforesaid, and itemized statement thereof, sworn to by any officer of the Company, or the voucher or vouchers or other evidence of such payment, settlement or compromise shall be prima facie evidence of the fact and extent of the liability of the undersigned, in any claim or suit hereunder, and in any and all matters arising between the undersigned and the Company;

Seventh, to waive, and does or do hereby waive, all rights to claim any property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state or states;

Eighth, that this obligation shall, in all its terms and agreements, be for the benefit of and protect any person of company joining with the Company in executing said bond or bonds, or any of them or executing, at the request of the Company said bond or bonds, or any of them, as well as any company or companies assuming reinsurance thereupon;

Ninth, that separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising;

Tenth, that nothing herein contained shall be considered or construed to waive, abridge, or diminish any right or remedy which the Company might have if this instrument were not executed;

Eleventh, that the Company shall have the right to decline to execute said bond or bonds, or any of them, and if it shall execute said proposal bond shall have the right to decline to execute any or all of the other bonds herein applied for.

COMPANY INDEMNITORS (REQUIRED SIGNATURES)

IMPORTANT: All owners, officers, partners and members must sign below on behalf of the company.

Signed this 30th day of JULY, 2018.

DAVID BAKER, Member

MARTY BAKER, Member

MATTHEW BAKER, Member

HENRY BAKER, Member

GENERAL COMMENTS**NOTICE TO APPLICANT**

The undersigned applicant and indemnitors hereby request Auto-Owners Insurance Company (the "Company") to become surety for the above bond. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information and to obtain additional information from any source, including obtaining a credit report at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree.

FRAUD STATEMENTS

FLORIDA ONLY "Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree."

ALL STATES EXCEPT FLORIDA "Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime and may be subject to penalties including imprisonment, fines and denial of insurance benefits."

INDEMNITY AGREEMENT

The undersigned does or do hereby represent that the statements made herein as an inducement to the Company to execute or procure the bond or bonds herein applied for, are true, and should the Company execute or procure said bond or bonds, does or do hereby agree, for the undersigned, the heirs, personal representatives and assigns of the undersigned, jointly and severally, as follows:

First, to pay to the Company, in advance, the original and renewal premium, computed at the rates filed and in force at the time the above applied for is executed until the undersigned shall deliver to the Company, at its Home Office in Lansing, Michigan, written evidence, satisfactory to the Company, of its discharge from such liability;

Second, to indemnify the Company against all loss, costs, damages, expenses and attorney's fees whatever, and any and all liability therefor, sustained or incurred by the Company by reason of executing of said bond or bonds, or any of them, in making any investigation on account thereof, in prosecuting or defending any action brought in connection therewith, in obtaining a release therefrom, and in enforcing any of the agreements herein contained;

Third, that the Company shall have the right, and is hereby authorized but not required:

- (a) In the event of any abandonment or forfeiture of the contract guaranteed by said contract bond or of any breach of said contract bond, to take possession of the work under said contract, and at the expense of the undersigned to complete, or to contract for the completion of, the same or to consent to the re-letting or completion thereof by the Oblige in said contract bond;
- (b) To adjust, settle or compromise any claim, demand, suit, or judgment upon said bond or bonds, or any of them, unless the undersigned shall request the Company to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Company, at the time of such request, cash or collateral satisfactory to it in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs and attorney's fees;
- (c) To fill up any blanks left herein, and to correct any errors in the description of said bond or bonds, or any of them, or in said premium or premiums, it being hereby agreed that such insertions or corrections when so made, shall be prima facie correct;

Fourth, to assign, transfer and set over, and does or do hereby assign, transfer and set over to the Company, as collateral, to secure the obligations herein and any other indebtedness and liabilities of the undersigned to the Company, whether heretofore or hereafter incurred, such assignment to become effective as of the date of said contract bond but only in event of

- (1) any abandonment, forfeiture or breach of said contract or of any breach of said bond or bonds, or any of them, or of any other bond or bonds executed or procured by the Company on behalf of the undersigned; or
- (2) of any breach of the agreements herein contained; or
- (3) of the default in discharging such other indebtedness or liabilities when due; or

PERSONAL INDEMNITORS (REQUIRED SIGNATURES)**IMPORTANT:** All owners, officers, partners, members and their spouses must sign below.Signed this 30th day of JULY, 2018._____
DAVID BAKER_____
MINDY BAKER_____
MARTY BAKER_____
RACHELL BAKER_____
MATTHEW BAKER_____
NICOLE BAKER_____
HENRY BAKER_____
DIANE BAKER**PROXY DESIGNATION**

I designate J.S. Tagsold, D.J. Thelen, and C.B. Muller, and each of them, attorneys and proxies, with power of substitution and revocation to each, to vote as proxy at all meetings of the Company, and at any and all adjournments thereof. The powers hereunder shall be exercised by a majority of said attorneys and proxies so present, but if only one is present, then that one shall have full power to act.

Applicant's Signature and Date: _____



Bond Number BD149759

BID BOND

KNOW ALL BY THESE PRESENTS, that we, APEX DRILLING LLC of 103 A WEST 500 SOUTH BURLEY, ID 83318-3327 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company (hereinafter called the Surety), as Surety, are held and firmly bound unto CITY OF TWIN FALLS 203 MAIN AVE, TWIN FALLS ID 83303-1907 (hereinafter called the Obligee), in the penal sum of Five Percent of bid Dollars (5% of Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for DRILLING A WATER WELL FOR THE CITY OF TWIN FALLS

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 30TH day of JULY, 2018.

Witness

Principal

Title

Auto-Owners Insurance Company



Paul D. Oppenlander

Paul D. Oppenlander

Attorney-in-Fact

Susan E. Theisen

Susan E. Theisen

Witness



Bond Number BD149759

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 30TH day of JULY, 2018, before me personally appeared Paul D. Oppenlander, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

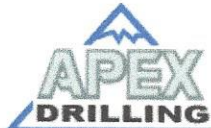
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Susan E. Theisen

Notary Public in the State of Michigan
County of Kent

SUSAN E. THEISEN
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF KENT
My Commission Expires March 10, 2022
Acting in the County of Eaton



103-A West, 500 South, Burley, Idaho 83318

208.678.9393 off 208.678.9043 fax

July 31, 2018

City of Twin Falls – JUB Engineers

For the purpose of the bid for Twin Falls, David Baker as an Owner of Apex Drilling LLC, has the right to sign any and all paperwork in the name of the business, including, bids, bonds, loans, and checks.

David B Baker

A handwritten signature in black ink that reads "David B Baker".

Mindy K Baker

A handwritten signature in black ink that reads "Mindy K Baker".

7/31/18

Henry A Baker

A handwritten signature in black ink that reads "Henry A Baker".

Matthew S Baker

A handwritten signature in blue ink that reads "Matthew S Baker".



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



**THE
LANGDON
GROUP**



**GATEWAY
MAPPING
INC.**

July 31, 2018

Jon Caton, P.E.
Public Works Director
City of Twin Falls
119 South Park Avenue West
Twin Falls, ID 83301

RE: City of Twin Falls 2018 South Well #5 Development – Bid Review

Dear Jon,

Competitive bids for the City of Twin Falls 2018 South Well #5 Development project were solicited from ten well drillers in accordance with Idaho Code §67-2805(1). As stated in the Invitation for Bids, the bids were due at City Hall by 10:00 a.m. on July 27, 2018. However, no bids were received by the specified time and date.

Per Idaho Code §67-2805, the City authorized J-U-B ENGINEERS, Inc. (J-U-B) to procure the well drilling services without further competitive bidding. J-U-B subsequently contacted three well drillers by telephone to solicit bids. Apex Drilling LLC was the only well driller to submit a bid to perform the work. Attached is a Bid Tabulation summarizing their unit prices and total bid amount (\$149,949.00).

J-U-B has reviewed the bid of Apex Drilling LLC for compliance with the administrative requirements in the Bid Documents. A summary review of their bid versus the bidding criteria is attached. They appear to have a Public Works Contractor License, as registered with the State of Idaho Division of Building Safety.

Per the Bid Form (Document 00410), the basis of award for the project will be on the Base Bid Schedule that is the lowest responsive bid in total price, conforms with all the conditions of the Bid Documents, is in the best interest of the project, and is within the City's available budget. From our review, it is our opinion that Apex Drilling LLC appears to have submitted the lowest responsive bid in total price. If you have any questions, please contact me at 733-2414.

Sincerely,

Mark Holtzen, P.E.
J-U-B ENGINEERS, Inc.

Enclosures:

- Bid Tabulation
- Bid Review

cc: Rob Bohling, City of Twin Falls

PROJECT: City of Twin Falls
2018 South Well #5 Development



ENGINEERS: J-U-B Engineers, Inc.
115 Northstar Ave.
Twin Falls, Idaho 83301

BID DATE: July 31, 2018

BASE BID SCHEDULE							
PAY ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Engineers Estimate		Apex Drilling Burley, ID	
1	Mobilization/Demobilization (5% Max)	1	LS	\$9,150.00	\$9,150.00	\$6,500.00	\$6,500.00
2	Remove and Dispose of Existing Annular Seal Casing (10" Diameter x 42' Length)	1	LS	\$5,000.00	\$5,000.00	\$1,600.00	\$1,600.00
3	Drill 24" Diameter Overbore for Annular Seal Placement	58	FT	\$375.00	\$21,750.00	\$288.00	\$16,704.00
4	Install and Remove 24" Diameter Temporary Casing for Annular Seal	13	FT	\$75.00	\$975.00	\$50.00	\$650.00
5	Install 20" Diameter Casing for Annular Seal	61	FT	\$75.00	\$4,575.00	\$125.00	\$7,625.00
6	Annular Seal	58	FT	\$75.00	\$4,350.00	\$45.00	\$2,610.00
7	Drill 20" Diameter Borehole	329	FT	\$300.00	\$98,700.00	\$240.00	\$78,960.00
8	Install and Remove Temporary Pump	1	LS	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00
9	Well Development	8	HR	\$350.00	\$2,800.00	\$400.00	\$3,200.00
10	Initial Pump Test and Water Disposal (8-hr Step Drawdown Test, 24-hr Test)	32	HR	\$782.00	\$25,024.00	\$400.00	\$12,800.00
11	Secondary Pump Test and Water Disposal	10	HR	\$782.00	\$7,820.00	\$500.00	\$5,000.00
12	Well Disinfection and Bacteria Prevention	1	LS	\$2,800.00	\$2,800.00	\$3,000.00	\$3,000.00
13	Wellhead Completion	1	LS	\$2,800.00	\$2,800.00	\$1,800.00	\$1,800.00
14	Well CCTV Inspection	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
Total Bid - Base Bid Schedule:				\$192,244.00		\$149,949.00	

Notes:

1. This table is a tabulation of the unit prices and total prices received from Bidders during the bidding process. It does not indicate nor convey the responsiveness of the Bid.
2. The highlighted cells denote that there was a mathematical error or omission in the written bid tab received from the Bidder.

City of Twin Falls 2018 South Well #5 Development



Bid Opening Checklist

July 31, 2018

Contractor:	Bid Form Completed and Signed	Bid Bond	Listing of Subcontractors	Evidence of Authority to Sign	Evidence of Authority to do Business in Idaho	Public Works Contractor License	Base Bid Schedule	Public Works License - General	Comments
1 Apex Drilling LLC	x	x	x	x	x	x	\$149,949.00	024275-C-4	

 A highlighted denotes that the bid item was incomplete, not included, or as otherwise noted in the Comments.



Date: Monday, August 13, 2018
To: Honorable Mayor and City Council
From: Mitch Humble, Deputy City Manager

ACTION ITEM

Request:

Request to approve a change order for the City Hall construction project regarding allowance and contingency reconciliation.

Time Estimate:

The presentation will take about five minutes. Some additional time may be needed for discussion.

Background:

As the City Hall construction project nears completion, we have had time to put together a final accounting of the project finances. The approved construction cost for City Hall was \$5,789,562.78. That cost included several items that were listed as allowances where the actual costs, once completed, came in under the allowance values. For example, brick restoration, asbestos abatement, wall graphics, and several other items all ended up costing less than anticipated. In total, these savings amount to \$35,764.55.

The total construction cost also included \$152,551 for contingency funding. Contingency funding is intended to cover unforeseen costs at the time of design that are discovered once construction is underway. For example, when installing the entry door toward the alley from the back of City Hall, crews were required to saw cut the concrete to make a clean connection because the existing concrete was more uneven than expected. The additional cost of saw cutting was paid for with contingency budget.

The City Hall project had several additional expenses that we would attribute to design errors, rather than simply being unforeseen construction expenses. For example, our structural engineer performed an initial inspection of the existing concrete pillars and beams in the building, and originally indicated that they were structurally sound as they existed. After the project was underway and bids had been awarded, the structural engineer re-evaluated the concrete beams and pillars and indicated that structural steel needed to be added to many of the beams and pillars to increase their strength. This kind of change is not an unforeseen expense, rather it is a design error.

Contingency funding is not intended to cover design errors. Instead, we should have approved a change order and added to the scope and cost of the project each time one of these design errors were found. Starr Corporation, the City's general contractor for the project, understood the City's expected schedule for the project. They also understood the process that a City needs to go through to have the Council approve a change to the scope and cost of the project. Therefore, Starr elected to pay for these design error fixes out of contingency funding along the way. They concluded that it was more important to keep on schedule than to stop several times along the way to adjust scope and cost. They decided that at the end of the project, we would put together a final accounting of contingency expenses, and see where the project closed before requesting a reconciliation change order, if needed.

Now that the project is near completion, we have that final contingency accounting. The contingency budget of \$152,551 was overspent by about \$98,000. Of that spending, about \$118,000 of the total cost has been attributed to design errors, or expenses that should not have been attributed to contingency, but were in an effort to meet our schedule.

We believe that this amount for design errors is too high, and we have approached Hummel Architects to discuss this concern. Most of the design errors can be attributed to Hummel's design sub-consultant, DC Engineering. DC performed all the structural, mechanical, plumbing, and electrical engineering work on the project. DC was retained by Hummel, without input from the City. We believe that DC and Hummel should be responsible for their design errors, and we have told them as much. Hummel considered our request, discussed it with DC, and then both declined to help cover the costs of the contingency overage attributed to design error fixes. We are troubled by their refusal to accept responsibility for their errors, we believe it reflects poorly on both Hummel and DC Engineering as consultants, and we intend to keep that in mind with future design consultant selection.

As a result of all these factors, Starr has prepared a contingency reconciliation change order for the City Hall project. That change order includes the \$98,000 overage in contingency, but also includes several other line items that came in under budget. Those savings reduce the total contingency overage to \$62,284.88. This amount reflects actual expenses that have been already paid. It is for work that should have been added to the project scope along the way, but in the interest of timely completion, was saved until the end.

Approval Process:

Approval of the request will require a simple majority vote of the Council.

Budget Impact:

Approval of this request will add \$62,284.88 to the total project cost for the City Hall construction project. Staff had planned to pay for this increase with revenue received from the sale of the Hansen building. However, that auction process has closed, and the City did not receive any bids for the building. We have exhausted our State required public bidding process, and can now proceed to market and sell the Hansen building through any process we define. But, that will take additional time.

Since our City Hall project is nearing completion, we do not want to wait an undetermined amount of time for the sale of the Hansen building to close out our project with Starr Corporation. We would like to pay for the additional cost using cash reserves, and then refund the cash reserves when we do sell the Hansen building. We anticipate the sale of the Hansen building to generate more than enough revenue to cover this change order expense.

Regulatory Impact:

Should this request be approved, staff will sign the change order and make the payment to Starr Corporation for the reconciliation of the contingency spending on the City Hall construction project.

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the Council approve the change order as requested.

Attachments:

1. Contingency Reconciliation Change Order - City Hall



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):

15016 TF City Hall
203 Main Avenue East
Twin Falls, Idaho 83301

CHANGE ORDER NUMBER: 006

DATE: 05.02.2018

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐
TO CONTRACTOR (Name and address):

Starr Corporation
2995 East 3600 North
P.O. Box 46
Twin Falls, Idaho 83303

ARCHITECT'S PROJECT NUMBER: 15016-00

CONTRACT DATE: 10.05.2015

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Allowance and Contingency Reconciliation:

-Unit Cost: \$62,284.88

Total: \$62,284.88

The original Contract Sum was

\$ 5,472,531.00

The net change by previously authorized Change Orders

\$ 317,031.78

The Contract Sum prior to this Change Order was

\$ 5,789,562.78

The Contract Sum will be increased by this Change Order in the amount of

\$ 62,284.88

The new Contract Sum including this Change Order will be

\$ 5,851,847.66

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is 11.17.2017

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hummel Architects

ARCHITECT (Firm name)

2785 North Bogus Basin Road
Boise, ID 83702

ADDRESS

BY (Signature)

Scott Straubhar, Principal
(Typed name)

05.02.2018

DATE

Starr Corporation

CONTRACTOR (Firm name)

2995 East 3600 North; PO Box 46
Twin Falls, Idaho 83303

ADDRESS

BY (Signature)

Michael Arrington
(Typed name)

5/2/2018

DATE

The City of Twin Falls

OWNER (Firm name)

321 2nd Ave. East
Twin Falls, Idaho 83303

ADDRESS

BY (Signature)

Mitch Humble
(Typed name)

DATE

City of Twin Falls

203 Main Ave East
PO Box 1907
Twin Falls, ID 83303

Phone: 208.735.7287

CHANGE ORDER**No. CO-013****TITLE:** Allowance Reconciliation**DATE:** 3/14/2018**PROJECT:** City of TF - New City Hall**JOB:** 2751

TO: Attn: Michael Arrington
Starr Corporation
2995 East 3600 North
P.O. Box 46
Twin Falls, IDAHO 83303
Phone: (208) 733-5695 Fax: (208) 734-9537

CONTRACT NO: 1**DESCRIPTION OF CHANGE**

Allowance and contingency reconciliation.

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	1045 - Project Manager		1.000		(\$9,983.70)	0.00%	\$0.00	(\$9,983.70)
00002	1514 - Temporary Phone		1.000		(\$838.13)	0.00%	\$0.00	(\$838.13)
00003	42550 - Brick Restoration Allowance		1.000		(\$12,145.00)	0.00%	\$0.00	(\$12,145.00)
00004	3001 - Concrete Column Repair		1.000		(\$732.31)	0.00%	\$0.00	(\$732.31)
00005	17100 - Joist Cleaning Allowance		1.000		(\$1,524.39)	0.00%	\$0.00	(\$1,524.39)
00006	2060 - Asbestos abatement		1.000		(\$2,393.12)	0.00%	\$0.00	(\$2,393.12)
00007	98000 - Wall graphics allowance		1.000		(\$6,387.80)	0.00%	\$0.00	(\$6,387.80)
00008	1068 - Bond		1.000		(\$1,760.10)	0.00%	\$0.00	(\$1,760.10)
00009	1020 - Contingency Overage		1.000		\$98,049.43	0.00%	\$0.00	\$98,049.43

Unit Cost: \$62,284.88

Unit Tax: \$0.00

Unit Total: \$62,284.88

The Original Contract Sum was	\$5,472,531.00
Net Change by Previously Authorized Requests and Changes	\$323,964.35
The Contract Sum Prior to This Change Order was	\$5,796,495.35
The Contract Sum Will be Increased	\$62,284.88
The New Contract Sum Including This Change Order	\$5,858,780.23
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	

ACCEPTED:**Starr Corporation****City of Twin Falls****Hummel Architects PLLC****By:** _____**By:** _____**By:** _____

Michael Arrington

Mitchel B. Humble, AIC

Brian Coleman

Date: _____**Date:** _____**Date:** _____



Date: Monday, August 13, 2018
To: Mayor and City Council
From: Travis Rothweiler, City Manager

Request

A presentation of the City of Twin Falls' Preliminary Budget for FY 2019.

Time Estimate

The estimated amount of time this item will take is 30 minutes plus time to answer questions.

Background

The City of Twin Falls fiscal year begins on October 1, 2018, and ends on September 30, 2019. The budget is submitted in accordance with Government Finance Officers' Association (GFOA) best practices and the requirements expressed in the Idaho Code pertaining to municipal corporation and budgets. Idaho Code Section 50-811 states the City Manager shall "...keep the council fully advised of the financial condition of the city and its future needs..." and "...prepare and submit to the council a tentative budget for the next fiscal year."

The budget decisions outlined in this document influence the fiscal state of the city, the function of its government, and budget considerations for current and future needs. The City's budget, therefore, is the most important working policy and planning tool used by the City Council and staff to provide quality services to the citizens of Twin Falls, as determined by the City Council and for which funds are available.

The preliminary budget supports basic government services such as road maintenance, water, Wastewater, transportation improvements, parks, police, fire and library services. Furthermore, it also addresses additional community needs such as economic development, park renovation and open space designations.

2019 Fiscal Year Budget Summary

The combined expenditures and transfers total \$69,780,467, which is \$1,555,345 less than the FY 2018 budget of \$71,335,812. We are recommending Government Fund-Type expenditures, or expenditures from funds that receive property tax revenue, in the amount of \$41,727,180. We are recommending Enterprise Fund-Type expenditures totaling \$28,053,287.

The City has taken the steps to include \$770,000 of its foregone balance for flowing one-time capital projects:

Road Overlays:

- Locust, Fillmore to Filer - \$152,730
- Stadium, East of Eastland - \$162,655

Sidewalk Improvements:

- 3600 North, north side near Harrison on the west side, at Orchard - \$273,000
- Grandview, east side, north of Rock Creek Elementary – \$180,000

After including the \$770,000 into the budget, the foregone balance will be \$1,416,284.

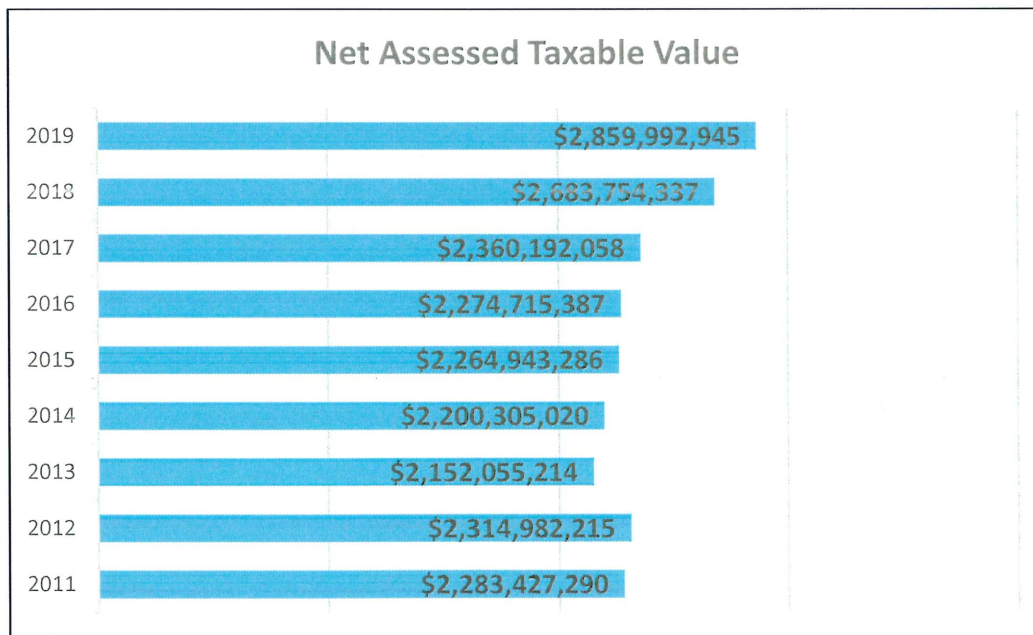
Budget Overview

The role of local government is to protect the citizen's health and provide for their safety. To realize that end, local governments, like the City of Twin Falls, are responsible for providing accessible streets, dependable emergency responses, and safe and aesthetically pleasing parks and public facilities—all in a manner that is both effective and efficient. While the budget does not fund all capital initiatives and projects in the entire organization, it does meet the City Council's priorities and the citizen's service level expectations. It demonstrates restraint in the areas of taxation and rate adjustments. It appropriately incorporates the use of cash reserves to cover one-time, critical and needed capital projects.

Property Taxes

According to the Twin Falls County Assessor's Office, the City of Twin Falls' overall preliminary total taxable valuation is expected to increase by \$176,238,608, or 6.6%, from \$2,683,754,337 to \$2,859,992,945. This growth is on top of the \$323,562,279 that was realized in the last fiscal year.

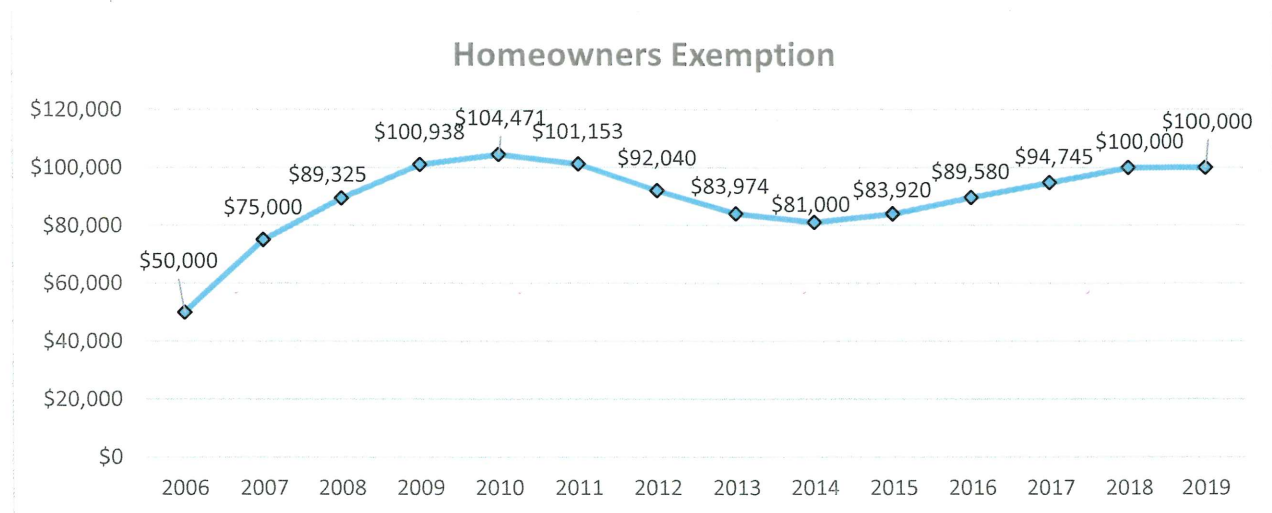
As illustrated in the table below, the taxable value used to calculate the FY 2019 tax rate for the City of Twin Falls is the largest in its history.



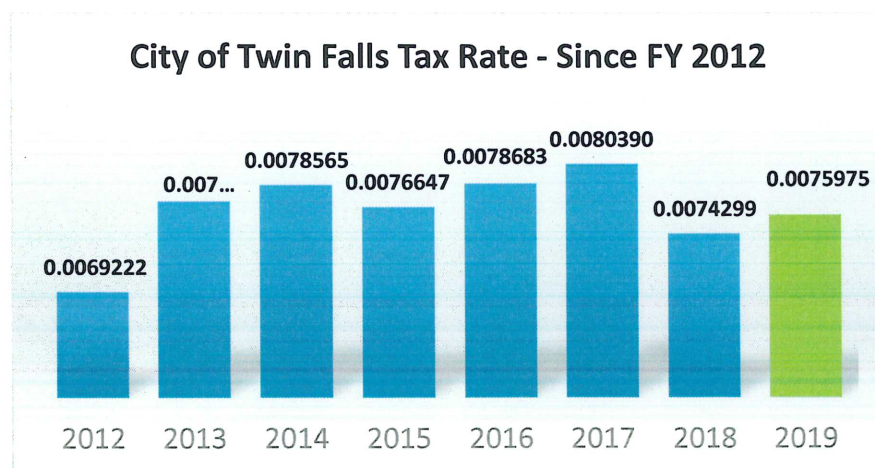
It is important to note the City's taxable value excludes the taxable value of the properties located in the Twin Falls Urban Renewal Agency revenue allocation areas. The entirety of the URA's properties are located in the City and have a value \$699,089,606. Collectively, the taxable values for both the City of Twin Falls and Twin Falls Urban Renewal Agency total \$3,559,082,551. There are many factors that influence the City's total taxable value. Some of the larger factors include an increase in the base value from reappraisals performed by the Twin Falls County Assessor's Office, growth from new construction, and an increase the State homeowner's exemption maximum allowance.

From 2006 to 2017, the maximum exemption has been indexed and adjusted annually to reflect statewide real property market trends. During the 2016 session, the Idaho Legislature increased the

exemption to a fixed \$100,000 for 2017 (FY 2018 Budget). The fixed rate will remain in place until the legislature amends the law that created the change.

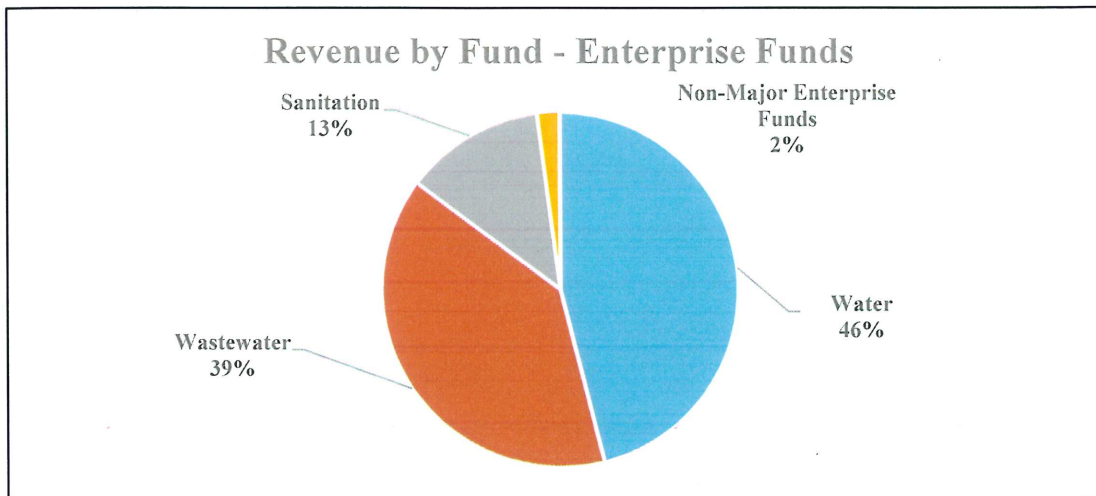


Cities in Idaho do not have control of and cannot determine their community taxable value. That responsibility is assigned to County Assessor's Office. If the taxable value for FY 2019 remains as presented above, we are projecting the City's tax rate will be \$7.60 per \$1,000 (0.0075975) in taxable value. The tax rate for FY 2018 was \$7.43/\$1,000 (0.0074299) of taxable value. Below is a graph illustrating the tax rate to the citizens.



Enterprise Fund Revenue Overview

Enterprise Funds account for services financed through the assessment of user-fees. The main goal or purpose of these business-like funds is to provide services to customers at a price that will cover both the current cost of operations and the purchase and maintenance of necessary capital assets. Net income/loss (revenues less expenditures) at the end of each fiscal year either adds to or reduces the fund's residual equity, which is commonly referred to as the net assets of the fund. The residual earnings captured by a particular Enterprise Fund may not be co-mingled with any other fund or spent for any purpose other than the one it has been collected or reserved for without direct and specific action by the City Council.



Enterprise Funds account for \$25.46 million (37%) of the \$69.78 million total budgeted revenues in the FY2019 Recommended Budget. The majority, or almost 94% are from user fees. The remaining revenue sources include investment earnings, inter-fund transfers and reserves.

Water Fund

The Water Fund supports the following water-related activities: water supply, water distribution, pressurized irrigation, and utility billing. The FY 2019 budget recommends that the City increase water rates 5%. The average water user (18,000 gallons) will see an increase of \$1.96 per month and \$23.48 per year.

Wastewater Fund

The Wastewater Fund is used to support all wastewater services provided by the City of Twin Falls, namely wastewater collections and wastewater treatment. FY 2019 Budgets calls for expenditures totaling \$9,941,879 in this Fund. The Recommended Budget proposes an increase in Wastewater rates of 0.5%. The maximum cap will also be adjusted from 8,000 to 12,000 per gallons.

Sanitation

The Sanitation Fund supports the City's sanitation and recycling program.

The cost of supplying sanitation and recycling services increases slightly in FY 2019. The monthly bill paid by the City's residential customers will increase from the current rate of \$17.79 per month to \$18.44 per month. This represents a \$0.65 per month per customer increase, or a fee increase of 3.64%.

At the August 6th City Council meeting, the City made the decision to cover the cost of recycling, up to \$175/ton. The current market cost is approximately \$160/ton. Starting October 1st, the City will re-ramp its curbside recycling program.

How much more will City Services Cost?

Over the last ten fiscal years, the City's tax rate fluctuated significantly, ranging from a high of \$7.86 per \$1,000 (FY 2014 and 2016) of taxable value to a low of \$6.59/\$1,000 (FY 2009) of taxable value. It is important to recognize the tax rate does not necessarily indicate an individual's tax burdens. The tax rate is simply a multiplier used to determine a property owner's proportionate share of property tax liability. It is a fraction of a local government's total property tax collections divided by the total taxable value of that local government unit.

	FY 2018 Adopted Budget	FY 2019 Recommended Budget	Variance
Property Tax	Tax Rate of: \$7.43/\$1,000 tax value	Tax Rate of: \$7.33/\$1,000 tax value	Tax Rate of: $-\$.10$ /\$1,000 tax value
Median Valued Home of an owner-occupied home: \$163,000 in FY 2018 \$178,000 in FY 2019	\$605.53 <i>annual</i> \$50.46 <i>monthly</i>	\$675.18 <i>annual</i> \$56.34 <i>monthly</i>	\$70.65 <i>annual</i> \$5.89 <i>monthly</i>
Utility Bills			
Average Residential Customer Consumption of:			
<i>Water - 18,000 gallons</i>	\$49.89	\$51.85	\$1.96
<i>Sewer - 8,000 gallons</i>	\$27.27	\$27.67	\$0.40
<i>Sanitation & Recycling</i>	\$17.79	\$18.44	\$0.65
Monthly Total of Property Tax and Utility Bills	\$145.41 <i>monthly</i>	\$154.30 <i>monthly</i>	\$8.90 <i>monthly</i>

Municipal Cost Index

Although the economy is improving on many fronts, the cost of offering public services and programs has also increased. The Municipal Cost Index (MCI) is designed to show the effects of inflation on the cost of providing municipal services.

State and local government officials rely on American City & County's Municipal Cost Index to stay on top of price trends, help control price increases for commodities, make informed government contract decisions and intelligent budget planning. The MCI draws on the monthly statistical data collected by the U.S. Departments of Commerce and Labor as well as independently compiled data to project a composite cost picture. From April 2017 to May 2018, the most recent data available, the MCI has increased 6.8 points or 2.81% to 248.43. The Consumer Price Index increased 2.8% during the same period.

Approval

No action taken at this point.

Budget Impact:

There are no current budgetary or financial impacts from this action.

Regulatory Impact:

There is no regulatory impact.

Attachments

1. Recommended Budget for FY 2018 can be found online.