



Twin Falls City Council Agenda

Monday, August 27, 2018, 5:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

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 21 thru 27, 2018.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - b) Request to approve the August 20, 2018 City Council Minutes.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - c) Request to hold the Amazing Grace Fellowship Champions Rodeo Camp Reunion.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - d) Request to hold the Cove Camp-Out event.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - e) Request to hold the Rim to Rim event on September 15, 2018.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - f) Request to approve the Final Plat for the Apex Commercial Condominiums within the Riverhawk Plaza Subdivision located at 1437 Park View Drive. (App. PZ18-0060).
Purpose: **ACTION ITEM** By: Brock Cherry, City Planner
 - g) Request to approve the Final Plat for 3-Peat Plaza Condominiums within the Riverhawk Commercial Subdivision located at 243 Cheney Drive W. (App. PZ18-0062)
Purpose: **ACTION ITEM** By: Brock Cherry, City Planner
 - h) Request to accept the Improvement Agreement for the purpose of developing Settler's Ridge No. 3 Subdivision (Phases 9A thru 9E).
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION

a) Twin Falls Police Department Update
Purpose: **Presentation** By: Captain Matt Hicks, Chief Craig Kingsbury

b) Request to approve a bid for City Wide Traffic Signal Upgrades.
Purpose: **ACTION ITEM** By: Jesse Schuerman, Staff Engineer

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS

a) A public hearing to consider a proposed increase to the sewer fee due to an increase in the sewer cap, from 8,000 to 12,000 gallons.

Purpose: **ACTION ITEM** By: Lorie Race, Chief Finance Officer

9) ADJOURNMENT

a) Executive Session:

§ 74-206(1)(c) To acquire an interest in real property which is not owned by a public agency;
and

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

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.



Twin Falls City Council Minutes

Monday, August 20, 2018,

5:00 PM

City Council Chambers
203 Main Avenue East Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Vice Mayor Nikki Boyd, Council Members Susanne Hawkins, Chris Talkington, Gregory Lanting, Christopher Reid & Ruth Pierce

Absent: None

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, Deputy City Attorney Shayne Nope, Sgt Justin Dimond, Assistant City Engineer Troy Vitek, Budget Coordinator Mat Farnes, Public Information Officer Joshua Palmer, Planning & Zoning Director Jonathan Spendlove, City Engineer Jackie Fields, Human Resource Director Gretchen Scott, help Desk Technician Kim Hafer, Finance Administrative Assistant Amy Luna

2) PLEDGE OF ALLEGIANCE

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

3) PROCLAMATIONS: None

4) GENERAL PUBLIC INPUT

Jon Hudelson - spoke about his support of the recycling program.

5) CONSENT CALENDAR

Council Member Talkington: Asked that the Minutes for the August 6, 2018 be corrected to show that he IS in favor of the recycling program.

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

- a) Request to approve the Accounts Payable for August 14 thru August 20, 2018.
- b) Request to approve the August 6, 2018 City Council Minutes.
- c) Request to approve the August 13, 2018 City Council Minutes.
- d) Request to accept the Improvement Agreement for the purpose of developing **Westpark Commercial Subdivision No. 9 (Sewer main line installation)**.
- e) Request to approve the Findings of Fact and Conclusion of Law for: Community Council of ID (ZDC 07-30-18)
- f) Request to hold the Make-A-Wish Car Show.
- g) Request to approve the Walk for Wishes Twin Falls 2018 event.
- h) Request to approve the 12th Annual Community Partnerships in Action event.
- i) Request approval to negotiate a contract on the open market, per Idaho Code 67-2805, for the 2018 Citywide Traffic Signal Upgrades.

6) ITEMS OF CONSIDERATION

- a) The Idaho Commission on Hispanic Affairs and CSI Multi-cultural Office to announce the Hispanic Heritage Celebration at Downtown Commons on Wednesday, Sept. 19th.

Discussion ensued on the following:

Council Member Talkington: How might the City support this event? We celebrate the contribution to our local economy that the Hispanic's make.

Council Member Lanting: Thank you. In support of this event. Will be attending this event.

Mayor Baringar: Will be reading the proclamation on Sept. 10th and thanked the presenter.

- b) City Engineer Fields made a request to implement the bicycle facilities on Stadium, east of Eastland, as identified in the 2014 Draft Bicycle Plan.

Citizen Sherry Murray spoke in support of the bike lane:

50-100 Children bike to school on any given day.

11 houses along Stadium without side parking, spoke with 4 of the home owners and they are in favor of this.

Discussion ensued on the following:

Council Member Hawkins: Asked all of the kids in the audience to stand up so that we could give them a hand for their support of this item.

Mayor Barigar: Various kinds of designs for the bike lanes, so what would it look like?

Council Member Reid: What is the speed limit on Stadium currently?

Council Member Hawkins: The 35 mph on N. Collage has helped slow down traffic.

Vice Mayor Boyd: Asked for clarification of the location of the parking lane, and bike lane.

Mayor Barigar: What is the cost to do the entire lane now rather than wait for the resurfacing of the road?

Council Member Talkington: Safety should be foremost so let's get this done now.

Mayor Barigar: Are contingency funds available to help cover the entire project?

Council Member Hawkins: Wants to go on record that she would have preferred to go forward with the section from Carriage to the School now and received pricing for the other section before it was included in the motion. However, since the motion was made to include all of the project, she will support it but would have preferred it the other way.

Council Member Reid: What is the time frame for this project?

MOTION: Vice Mayor Boyd moved to implement the bicycle facilities on Stadium, east of Eastland, as identified in the 2014 Draft Bicycle Plan. Council Member Talkington seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- c) Request to approve adopted Ordinance 2018-007 (Corrected) amending Twin Falls City Code to add *Agritoursim Activities* in the Definitions, and select zoning districts.

Planning & Zoning Director Spendlove made a request to approve adopted Ordinance 2018- 007 (Corrected) amending Twin Falls City Code to add Agritourism Activities in the Definitions, and select zoning districts.

Council Member Talkington made a motion to suspend the rules and place Ordinance on third and final reading by title only. The motion was seconded by Council Member Pierce. Roll call vote showed all members present voted in favor of the motion. Approved 7to 0

Finance Administrative Assistant Luna read the ordinance by title only:

ORDINANCE NO. 2018-007 (Corrected)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, AMENDING TWIN FALLS CITY CODE 10-2-1 BY ADDING A DEFINITION FOR "AGRITOURISM"; AMENDING TWIN FALLS CITY CODE 10-4-1.2 TO ADD AGRITOURISM AS PERMITTED AND SPECIAL USES IN THE AG AGRICULTURE DISTRICT; AND BY ADDING AGRITOURISM AS A PERMITTED AND SPECIAL USE WITHIN THE SUI SUBURBAN-URBAN INTERFACE ZONING DISTRICT.

MOTION: Council Member Lanting moved to approve Ordinance 2018-007 (Corrected) amending Twin Falls City Code to add Agritourism Activities in the Definitions and select zoning districts. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

- d) Request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from R-4 PUD to R-4 & NCO ZDA for property located at 1122 Washington St S. c/o The Community Council of Idaho (app. PZ18-0018)

Planning & Zoning Director Spendlove made a request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from R-4 PUD to R-4 & NCO ZDA for property located at 1122 Washington St S. c/o The Community Council of Idaho (app. PZ18-0018).

Council Member Hawkins made a motion to suspend the rules and place Ordinance on third and final reading by title only. The motion was seconded by Vice Mayor Boyd. Roll call vote showed all members present voted in favor of the motion.

Approved 7 to 0

Administrative Assistant Luna read the ordinance by title only:

ORDINANCE NO. 2018-017

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, REZONING CERTAIN REAL PROPERTY BELOW DESCRIBED, PROVIDING THE ZONING CLASSIFICATION THEREFORE, AND ORDERING THE NECESSARY AREA OF IMPACT AND ZONING DISTRICTS MAP AMENDMENT. WHEREAS, Community Council of Idaho has made application for rezoning of property located at 1122 Washington Street South; City of Twin Falls, and an amendment of the revised Area of Impact and Comprehensive Plan Land Use Map.

MOTION: Council Member Lanting moved to approve the request to adopt an Ordinance for a Zoning District Change and Zoning Map Amendment from R-4 PUD to R-4 NCO ZDA for property located at 1122 Washington St. S. Council Member Reid seconded the motion. Roll call vote showed all members present voted. 7 to 0.

Took a 15 Minute break to ensure that the Public Hearings for the Budget starts at 6:00 pm as posted.

- e) Public hearing concerning the use of its foregone levying authority and include \$770,000 of the \$2,186,253 in total foregone balance in its 2018-2019 fiscal year budget to fund the road overlay and sidewalk improvement projects, as described in Resolution 2018-006 (approved August 6, 2018).

City Manager presented a summary of the 2018-2019 proposed budget information and foregone balance amount to be included in the 2018-2019 fiscal year budget.

Discussion ensued on the Foregone Balance:

Council Member Talkington: If we go forward with this foregone balance amount, we would have 2 options in the future. Either continue to use it or suspend the use of it.

Council Member Hawkins: Impog dollars - still in the budget, but we will determine what to do with those at a later time?

Public Hearing: Foregone Balance:

Mr. Edwards - Not in support of using this foregone balance

MOTION: Council Member Lanting moved to pass *the use of its foregone levying authority and include \$770,000 of the \$2,186,253 in total foregone balance in its 2018-2019 fiscal year budget to fund the road overlay and sidewalk improvement projects, as described in Resolution 2018-006 (approved August 6, 2018).* Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of motion as presented. 7 to 0.

Discussion ensued on the following:

Council Member Reid: Stadium east of Eastland - needs to clarify that Streets has \$'s in budget to do this project.

Council Member Lanting: Believes that this foregone balance has been built up during his tenure on the City Council. Have saved the tax payers \$'s over the years. Is in favor of using this money

Council Member Hawkins: Has struggled with using this money, but has worked through the issues and we know that we have needs within this City. We have asked the State to help us with project funding when we have left this money on the table. This 3% is the cost of inflation that we have chosen not to take in the past. Is in support of using this money.

Council Member Talkington: This is a safety issue and this money is needed as the city is growing. Is in support of using this money.

City Manager Rothweiler presented the City of Twin Falls Fiscal Year 2018-2019 Appropriations Ordinance for public hearing and adoption.

Public Hearing ensued on the Fiscal Year 2018-2019 Budget:

Council Member Lanting: Commended the City personnel on their efforts in putting this budget together and how it was presented. In favor of this entire budget

MOTION: Council Member Talkington made a motion to suspend the rules and place Ordinance on third and final reading by title only. The motion was seconded by Council Member Reid. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0

Finance Administrative Assistant Luna read the ordinance by title only:

ORDINANCE NO. 2018-018

AN ORDINANCE OF THE CITY OF TWIN FALLS, IDAHO APPROPRIATING \$65,175,529 FOR THE 2019 FISCAL YEAR TO DEFRAY ALL NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF TWIN FALLS; PROVIDING FOR THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE AND THE AMOUNT APPROPRIATED FOR EACH OBJECT OR PURPOSE; LEVYING AD VALOREM TAXES IN THE AMOUNT OF \$22,034,866 FOR THE 2019 FISCAL YEAR; PROVIDING THAT A COPY OF THIS ORDINANCE SHALL BE FILED WITH THE COUNTY COMMISSIONERS OF TWIN FALLS COUNTY, IDAHO AND WITH THE SECRETARY OF STATE OF THE STATE OF IDAHO; PROVIDING FOR THIS ORDINANCE TO TAKE EFFECT UPON ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN SUSPENDED.

MOTION: Council Member Hawkins moved to approve the City of Twin Falls Fiscal Year 2018-2019 Appropriations Ordinance. Council Member Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 7 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Talkington: Bond payments? Is there any way to speed up these payments? **Council Member Hawkins:** Update from the Magic Valley Grater Transportation Committee: Working on how to get a 3rd bridge back on the State's list of possible projects.

City Manager Rothweiler: City Council will not be having a meeting on Sept 4th. Next Council meeting will be held on September 10, 2018.

8) PUBLIC HEARINGS

None

9) ADJOURNMENT

The meeting adjourned at 06:40 PM

A handwritten signature in cursive script, reading "Amy Luna".

Finance Administrative Assistant



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to hold the Amazing Grace Fellowship Champions Rodeo Camp Reunion.

Time Estimate:

Staff is requesting that this item be placed on the Consent Calendar.

Background:

Jennifer Church and Pastor Rob Heidemann, representing Amazing Grace Fellowship, have submitted a Special Event Application for the Champions Rodeo Camp Reunion to be held on Friday, September 7, 2018. This event will be held at Amazing Grace Fellowship located at 1061 Eastland Drive North.

This event will take place outside, around the Amazing Grace Fellowship building, starting at 5:00 p.m. and ending at 9:00 p.m. This event is to celebrate 30 years of ministry at Amazing Grace Fellowship. There will be a special guest speaker and live music. It is estimated there will be less than 500 people in attendance.

There will be amplified sound in the form of a public address system and a live band featuring acoustic instruments. There will be no alcohol served at this event.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Amazing Grace Church Outdoor Service based on the information provided.

Staff recommends that the on-duty Supervisor be given the authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Attachments:

None



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to hold the Cove Camp-Out event.

Time Estimate:

Staff is requesting this item be placed on the Consent Calendar.

Background:

Organizer Debbie Urrutia, representing The Cove, has submitted a Special Event Application requesting to hold the 8th Annual Cove Camp-Out on Saturday, September 8, 2018. This event will take place in the parking lot of The Cove, located at 496 Addison Avenue West, from 2:00 p.m. to 1:00 a.m.

During this event, Cove patrons will park their RV's and camp trailers in the parking lot of The Cove. There will be food and alcoholic beverages served in the parking lot. The area will be secured, identifications will be checked, and wristbands will be issued to legal drinkers. Minors will not be allowed to enter this event. It is estimated this event will be attended by approximately 200 people.

There will be amplified sound at this event in the form of both pre-recorded and live music. Live bands will perform between the hours of 3:00 p.m. and 10:00 p.m.

The organizers of the event have arranged for additional parking in the car lots both to the east and west of The Cove. They have made arrangements for private security to be on location throughout the event.

Approval Process:

Consent of the Council

Budget Impact:

Twin Falls Police Department Staff does not feel there is a need for the Twin Falls Police Department to provide security. Therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Cove Camp-Out event based on the information provided.

Staff recommends that the on-duty Supervisor be given the authority to order event organizers to mitigate the sound of amplified music. If the noise complaints become habitual, the Patrol Supervisor shall be granted the authority to order the music to be terminated.

Attachments:

None



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to hold the Rim to Rim event on September 15, 2018.

Time Estimate:

Staff requests that this item be placed on the Consent Calendar.

Background:

Linda Fleming, on behalf of Habitat for Humanity, has submitted a Special Event Application requesting to hold the Rim to Rim Event on September 15, 2018. This event will be held from 9:00 a.m. to 2:00 p.m.

The Rim to Rim race has been an annual event for the Twin Falls community for over 40 years. This race was started by the College of Southern Idaho Track Team to raise monies for area charities. In 2006, the Habitat for Humanity's Magic Valley took over the event as an annual fundraiser. The Rim to Rim race has consistently attracted runners from around the Magic Valley and the State of Idaho, as well as other parts of the country. The Rim to Rim race has grown in recent years to include approximately 500 participants.

Preparation for the main event will begin at 7:00 a.m. on Saturday, September 15, 2018, with the race beginning at 9:00 a.m. Runners will start near the Blue Lakes Country Club Clubhouse and proceed out of the North Canyon. From there, runners will cross the Perrine Bridge heading south and meet up with the City's Canyon Rim Trail System. The runners will then descend the Canyon Springs Grade to Canyon Springs Golf Course. Runners will cross the foot bridge over the Snake River and the race will end back at the Blue Lakes Country Club.

A second race, the Half Rim to Rim, will depart from the Sportsman's Warehouse parking lot at 10:00 a.m. Runners will follow the Canyon Rim Trail to Canyon Springs Grade where runners will descend into the South Canyon and head to the Canyon Springs Golf Course. These runners will also cross the Snake River foot bridge and end at the Blue Lakes Country Club. Both races should conclude no later than 2:00 p.m.

There will be two first aid stations placed on the Jerome County side of the race, and water stations will be strategically placed throughout the events.

The majority of the race activities, booths, vendors, tents, etc., will be held at the Blue Lakes Country Club.

Approval Process:

Consent of the Council

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that the City Council approve the Special Event Application submitted for the Rim to Rim event based on the information provided.

Attachments:

None



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Brock Cherry, Planner, City Planner

ACTION ITEM

Request:

Request to approve the Final Plat for the Apex Commercial Condominiums within the Riverhawk Plaza Subdivision located at 1437 Park View Drive. (App. PZ18-0060).

Time Estimate:

Consent Calendar

Background:

The preliminary plat which the subject property is located was approved by the City of Twin Falls Planning & Zoning Commission in 2009.

Further, the subject property is within the “River Hawk Plaza R-2 PRO Planned Unit Development” which was established in 2010.

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:

N/A

Regulatory Impact:

This final plat will create ownership of the building, but will not be creating a new lot. The land itself will remain as common ownership between the owners of the spaces within the building.

History:

N/A

Analysis:

This is a request to approve a Final Plat on property which is zoned R-2 PUD (Residential Single-Household of Duplex) within the Professional Office Overlay at 1437 Park View Drive.

The owner is requesting to split an existing building by final plat through a condominium plat process. The request is in conformance with City Code, applicable PUD, and the Comprehensive Plan.

Conclusion:

Staff recommends the City Council approve the Final Plat for the Apex Commercial Condominiums within the Riverhawk Plaza Subdivision, 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:

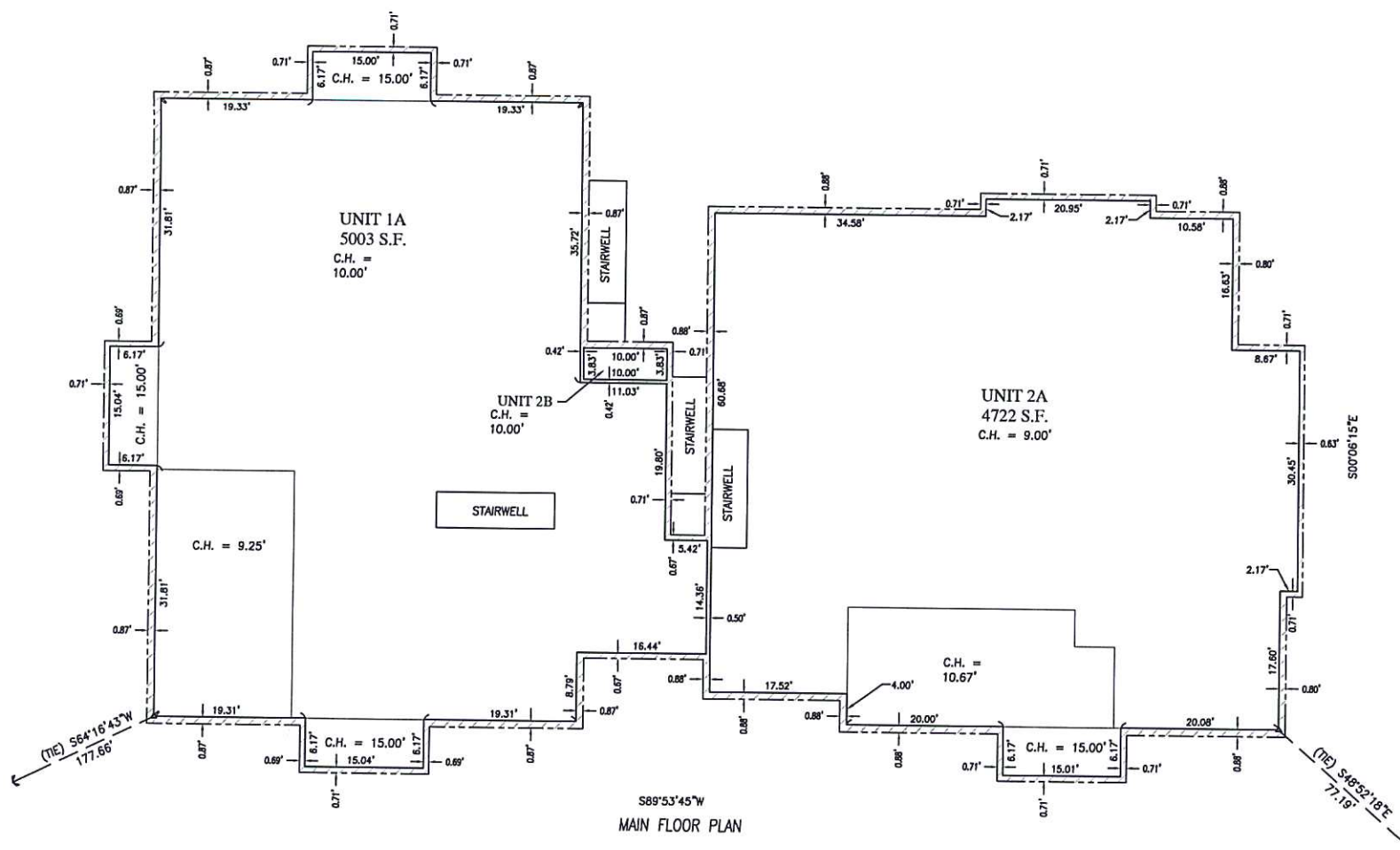
1. PZ18-0060 Proposed Final Plat
2. Vicinity Map



NORTH

0 5 10 20

SCALE IN FEET



NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE COMMON AREAS ARE OWNED BY THE OWNERS OF THE CONDOMINIUMS UNITS AS THEIR INTERESTS APPEAR AND ARE SET FORTH IN THE DECLARATIONS PURSUANT TO IDAHO STATE CODE 55-1505(1)(C).
3. UNIT DIMENSIONS ARE THE INTERIOR WALL LINES (SUB-FLOORS, FINISHED FACE OF WALLS AND BOTTOM OF FINISHED CEILINGS).
4. ALL UNIT LINES ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
5. EXTERIOR AND INTERIOR WALL THICKNESS VARIES IN WIDTH AND ARE AS SHOWN.
6. THE SURVEY TIES TO THE BUILDING SHOWN ON PLAT IS TO THE INSIDE FACE OF THE WALL.
7. THE CONDOMINIUM IS SUBJECT TO EASEMENTS, RIGHTS OF WAY, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERHAWK PLAZA, A PUD, RECORDED AS INSTRUMENT NUMBER 2010-000396, RECORDS OF TWIN FALLS COUNTY.
8. THE UNITS ARE DEFINED AND THIS PLAT IS SUBJECT TO THE DECLARATION OF CONDOMINIUM FOR APEX COMMERCIAL CONDOMINIUMS, RECORDED AS INSTRUMENT NUMBER _____, RECORDS OF TWIN FALLS COUNTY.

Legend

EXTERIOR BUILDING LINE

INTERIOR BUILDING LINE

TIE LINE

STAIRWELL

C.H.

COMMON AREA - BETWEEN WALLS & CRAWL SPACE

CEILING HEIGHT



EHM Engineers, Inc.

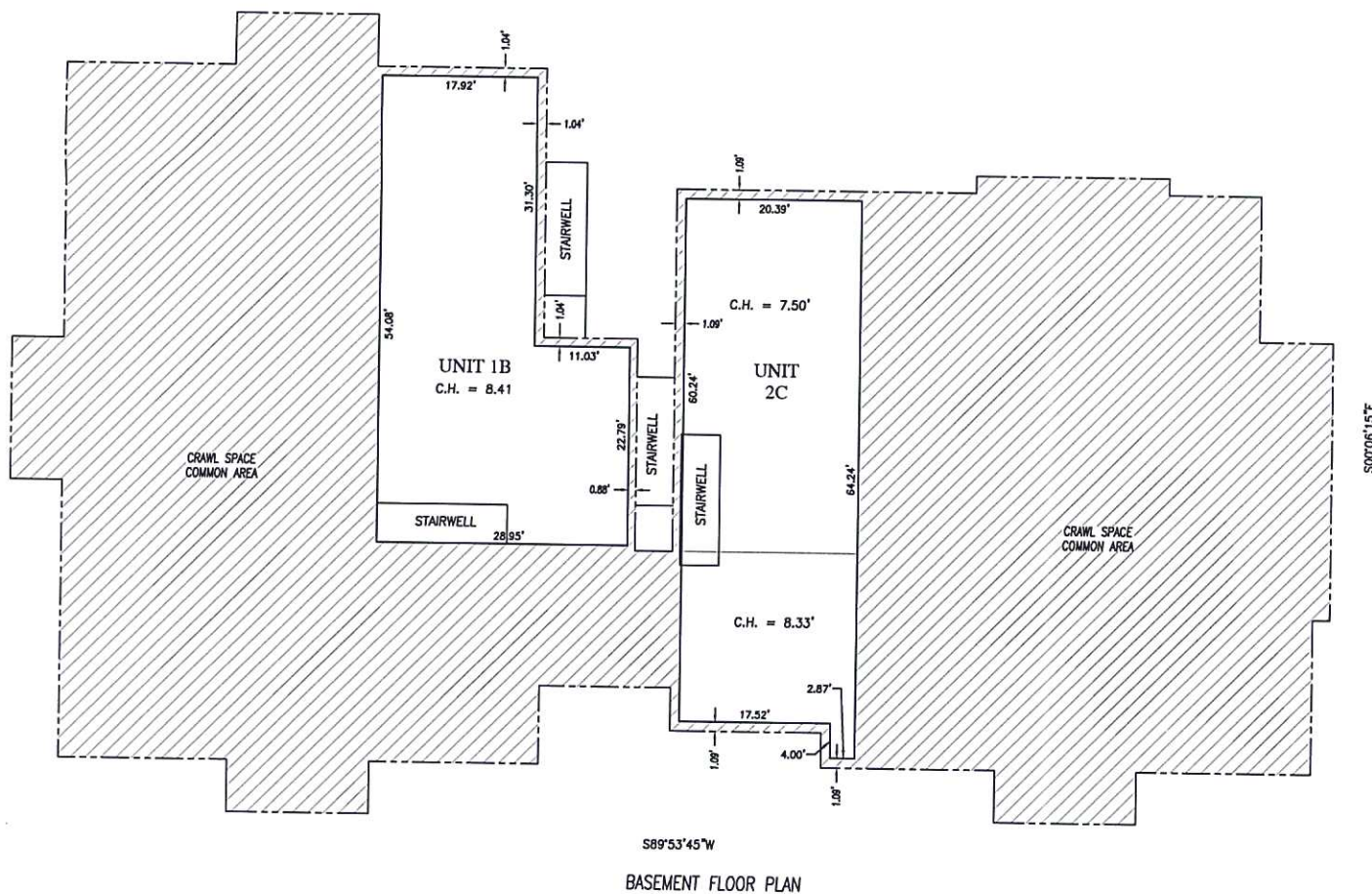




NORTH

0 5 10 20

SCALE IN FEET



S89°53'45"W

BASEMENT FLOOR PLAN

NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE COMMON AREAS ARE OWNED BY THE OWNERS OF THE CONDOMINIUMS UNITS AS THEIR INTERESTS APPEAR AND ARE SET FORTH IN THE DECLARATIONS PURSUANT TO IDAHO STATE CODE 55-1505(1)(C).
3. UNIT DIMENSIONS ARE THE INTERIOR WALL LINES (SUB-FLOORS, FINISHED FACE OF WALLS AND BOTTOM OF FINISHED CEILINGS).
4. ALL UNIT LINES ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
5. EXTERIOR AND INTERIOR WALL THICKNESS VARIES IN WIDTH AND ARE AS SHOWN.
6. THE SURVEY TIES TO THE BUILDING SHOWN ON PLAT IS TO THE INSIDE FACE OF THE WALL.
7. THE CONDOMINIUM IS SUBJECT TO EASEMENTS, RIGHTS OF WAY, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERHAWK PLAZA, A PUD, RECORDED AS INSTRUMENT NUMBER 2010-000396, RECORDS OF TWIN FALLS COUNTY.
8. THE UNITS ARE DEFINED AND THIS PLAT IS SUBJECT TO THE DECLARATION OF CONDOMINIUM FOR APEX COMMERCIAL CONDOMINIUMS, RECORDED AS INSTRUMENT NUMBER _____, RECORDS OF TWIN FALLS COUNTY.

Legend

EXTERIOR BUILDING LINE



INTERIOR BUILDING LINE



TIE LINE



STAIRWELL



C.H.

CEILING HEIGHT

COMMON AREA - BETWEEN WALLS & CRAWL SPACE



EHM Engineers, Inc.



CERTIFICATE

OF

OWNERS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OR REPRESENTATIVE OF THE OWNERS IN FEE SIMPLE OF THE FOLLOWING DESCRIBED PROPERTY, BEING ALL OF LOT 1, BLOCK 1 AS SHOWN ON THAT CERTAIN MAP ENTITLED "RIVERHAWK PLAZA, A PLANNED UNIT DEVELOPMENT" RECORDED DECEMBER 16, 2009 AS INSTRUMENT NO. 2009-027547 IN THE OFFICE OF THE COUNTY RECORDER OF TWIN FALLS COUNTY, LOCATED IN A PORTION OF SW4 NE4 OF SECTION 5, TOWNSHIP 10 SOUTH, RANGE 17 EAST, BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO; SAID PROPERTY BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 5;
THENCE, SOUTH 00°06'15" EAST 1278.42 FEET TO THE NORTH CORNER OF SAID LOT 1, BLOCK 1 AND BEING THE REAL POINT OF BEGINNING;
THENCE, SOUTH 49°37'08" EAST 29.88 FEET ALONG THE NORTHEASTERLY BOUNDARY OF SAID LOT 1, BLOCK 1;
THENCE, CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, SOUTH 19°45'07" EAST 97.38 FEET;
THENCE, CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°41'39", AN ARC DISTANCE OF 204.92 FEET AND A CHORD DISTANCE OF 200.21 FEET THAT BEARS SOUTH 41°06'56" EAST;
THENCE, CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, ALONG THE ARC OF A REVERSE 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°20'31", AN ARC DISTANCE OF 244.82 FEET AND A CHORD DISTANCE OF 232.92 FEET THAT BEARS SOUTH 31°16'30" EAST;
THENCE, CONTINUING ALONG SAID NORTHEASTERLY BOUNDARY, SOUTH 00°06'15" 28.60 TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1;
THENCE, SOUTH 89°53'45" WEST 307.36 FEET ALONG THE SOUTH BOUNDARY OF SAID LOT 1, BLOCK 1 TO THE SOUTHWEST CORNER THEREOF;
THENCE, NORTH 00°06'15" WEST 490.11 FEET ALONG THE WEST BOUNDARY OF SAID LOT 1, BLOCK 1 TO SAID REAL POINT OF BEGINNING.

THE GROSS AREA CONTAINED IN THIS PLATTED LAND AS DESCRIBED IS 87,727 SQUARE FEET.

THAT APEX DENTAL, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF THE REAL PROPERTY PLATTED HEREON AND THAT IT IS THEIR INTENTION TO CREATE A PROJECT INCLUDING SAID REAL PROPERTY IN THIS CONDOMINIUM PLAT. THE OWNER ALSO HEREBY CERTIFIES THAT IT CONSENTS TO THE RECORDATION OF DOCUMENTS PURSUANT TO CHAPTER 15, TITLE 55 OF IDAHO CODE AND THAT THIS PLAT COMPLIES WITH IDAHO CODE 50-1334 (2).

THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES DESIGNATED ON THIS PLAT. NO STRUCTURE OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

PURSUANT TO IDAHO CODE 50-1334, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE CONDOMINIUM UNITS ON THIS PLAT ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF TWIN FALLS MUNICIPAL WATER SYSTEM.

PURSUANT TO IDAHO CODE 31-3805, WE, THE UNDERSIGNED, AS OWNERS, DO HEREBY STATE THAT THE IRRIGATION WATER RIGHTS APPURTENANT AND THE ASSESSMENT OBLIGATION OF THE LANDS IN THIS PLAT HAVE NOT BEEN TRANSFERRED FROM SAID LANDS AND THAT A SATISFACTORY IRRIGATION WATER DELIVERY SYSTEM IS PROVIDED FOR AND HAS BEEN APPROVED BY THE TWIN FALLS CITY COUNCIL. THE UNITS WITHIN THIS CONDOMINIUM SUBDIVISION WILL BE ENTITLED TO WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM THE TWIN FALLS CANAL COMPANY.

APEX DENTAL, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP

BY: ERIC L. THOMAS, PARTNER

BY: STEPHEN F. DIXON, PARTNER

BY: BRENT A. SORENSON, PARTNER

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ERIC L. THOMAS, KNOWN OR IDENTIFIED TO ME TO BE A PARTNER IN APEX DENTAL, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED STEPHEN F. DIXON, KNOWN OR IDENTIFIED TO ME TO BE A PARTNER IN APEX DENTAL, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES

ACKNOWLEDGMENT

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRENT A. SORENSON, KNOWN OR IDENTIFIED TO ME TO BE A PARTNER IN APEX DENTAL, LLP, AN IDAHO LIMITED LIABILITY PARTNERSHIP, AND THE PARTNER WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING CERTIFICATE, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC

RESIDING AT

COMMISSION EXPIRES



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO CONDOMINIUMS, PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2018.

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO CONDOMINIUMS, PLATS AND SURVEYS.

GEORGE A. YERION
COUNTY SURVEYOR

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE 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 _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____

EX-OFFICIO RECORDER _____



EHM Engineers, Inc.



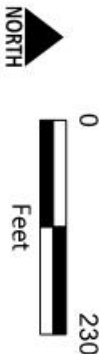
Vicinity Map

- C-1
- R-2
- PRO
- PUD

Current Zoning & Land Use:
R-2 PUD, PRO Overlay/
Commercial

Comprehensive Plan:
Town Neighborhood

Adjacent Zoning & Land Uses:
North: R-2 PUD; School
South: R-2 PUD, PRO Overlay;
Commercial
East: R-2 PUD; School
West: R-2; Residential





Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Brock Cherry, Planner, City Planner

ACTION ITEM

Request:

Request to approve the Final Plat for 3-Peat Plaza Condominiums within the Riverhawk Commercial Subdivision located at 243 Cheney Drive W. (App. PZ18-0062)

Time Estimate:

Consent Calendar

Background:

The preliminary plat which the subject property is located in was approved by the City of Twin Falls Planning & Zoning Commission in 2007.

Further, the subject property is within the "Canyon Ridge High School – River Hawk R-2 & C-1 Planned Unit Development Agreement" which was established on January 10th, 2008.

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:

N/A

Regulatory Impact:

This final plat will create ownership of the building, but will not be creating a new lot. The land itself will remain as common ownership between the owners of the spaces within the building.

History:

N/A

Analysis:

This is a request to approve a Final Plat on property which is zoned C-1 PUD (Commercial Highway District).

The owner is requesting to plat the recently constructed building be split through a condominium plat process.

The request is in conformance with City Code, applicable PUD, and the Comprehensive Plan.

Conclusion:

Staff recommends the City Council approve the Final Plat for the Final Plat for 3-Peat Plaza Condominiums within the Riverhawk Commercial Subdivision, 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. PZ18-0062 Proposed Plat
2. Vicinity Map

Note:

THE PHYSICAL BOUNDARIES OF THE UNIT ARE THE INTERIOR SURFACES OF PERIMETER WALLS, FLOOR, CEILINGS, WINDOWS, AND DOORS THEREOF SHOWN ON SHEET 2 OF THIS CONDOMINIUM PLAT MAP TO BE FILED FOR RECORD TOGETHER WITH ALL FIXTURES AND IMPROVEMENTS THEREIN CONTAINED. NOTWITHSTANDING SUCH MARKINGS, THE FOLLOWING ARE NOT PART OF A UNIT: BEARING WALLS, COLUMNS, FLOORS, AND ROOFS (EXCEPT FOR THE INTERIOR SURFACE THEREOF, OF A PERIMETER WALL, FLOOR, OR CEILING), FOUNDATION, SKYLIGHTS, SHAFTS, CENTRAL HEATING SYSTEMS, RESERVOIRS, TANKS, PUMPS, AND OTHER SERVICES USED BY MORE THAN ONE UNIT, PIPES, VENTS, DUCTS, FLUTES, CHUTES, CONDUITS, WIRES, EXCEPT THE OUTLETS THEREOF WHEN LOCATED WITHIN THE UNIT. THE INTERIOR SURFACES OF A PERIMETER WINDOW OR FLOOR MEANS THE POINTS AT WHICH SUCH SURFACES ARE LOCATED WHEN SUCH WINDOWS OR DOORS ARE CLOSED; THE PHYSICAL WINDOWS AND DOORS THEMSELVES ARE PART OF THE COMMON AREA AS HEREIN DEFINED. IN INTERPRETING THE CONDOMINIUMS DECLARATION, PLAT AND DEED(S), THE EXISTING PHYSICAL BOUNDARIES OF THE UNIT AS ORIGINALLY CONSTRUCTED OR AS RECONSTRUCTED IN LIEU THEREOF SHOULD BE CONCLUSIVELY PRESUMED TO BE ITS BOUNDARIES RATHER THAN THE METES AND BOUNDS EXPRESSED OR DEPICTED IN THE CONDOMINIUMS DECLARATION, PLAT OR DEED(S) REGARDLESS OF SETTLING OR LATERAL MOVEMENT OF THE BUILDING AND REGARDLESS OF MINOR VARIANCE BETWEEN BOUNDARIES SHOWN IN THE DECLARATION, PLAT OR PLATS OR DEEDS, AND ACTUAL BOUNDARIES OF UNITS IN THE BUILDING.

FOUND BRASS CAP
C.P. #2007-013439

SE CORNER
GOVT LOT 1

S89°45'07"E
833.57'

S07°14'53"W
40.00'

S07°14'53"W
56.50'

N31°53'14"E
119.48'

N89°45'07"W
23.12'

S07°14'53"W
127.09'

N07°14'21"E
40.00'

N89°45'07"W
156.44'

FOUND BRASS CAP
IN WELL
C.P. #2013-025210

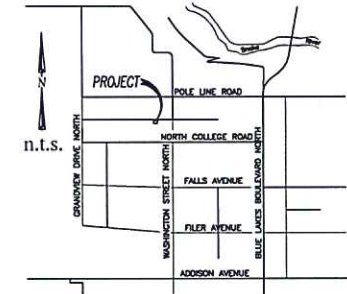
0 15 30 60
SCALE IN FEET

Sheet List Table	
Sheet Number	Sheet Title
1 OF 4	PLAT FACE CONDO
2 OF 4	UNIT DETAIL
3 OF 4	CERTIFICATE OF OWNERS
4 OF 4	ACKNOWLEDGEMENTS

Line Table

LINE #	BEARING	DISTANCE
L1	S89°45'39"E	20.00'
L2	N0°14'21"E	10.50'
L3	S89°45'39"E	18.00'
L4	N0°14'21"E	11.50'
L5	S0°14'21"W	11.50'
L6	S89°45'39"E	20.00'
L7	S0°14'21"W	10.50'
L8	S89°45'39"E	18.00'
L9	S0°14'21"W	6.00'
L10	N89°45'39"W	3.00'
L11	S0°14'21"W	4.00'
L12	N89°45'39"W	26.00'
L13	N0°14'21"E	4.00'
L14	N89°45'39"W	18.00'
L15	S0°14'21"W	4.00'
L16	N89°45'39"W	26.00'
L17	N0°14'21"E	4.00'
L18	N89°45'39"W	3.00'
L19	N0°14'21"E	6.00'

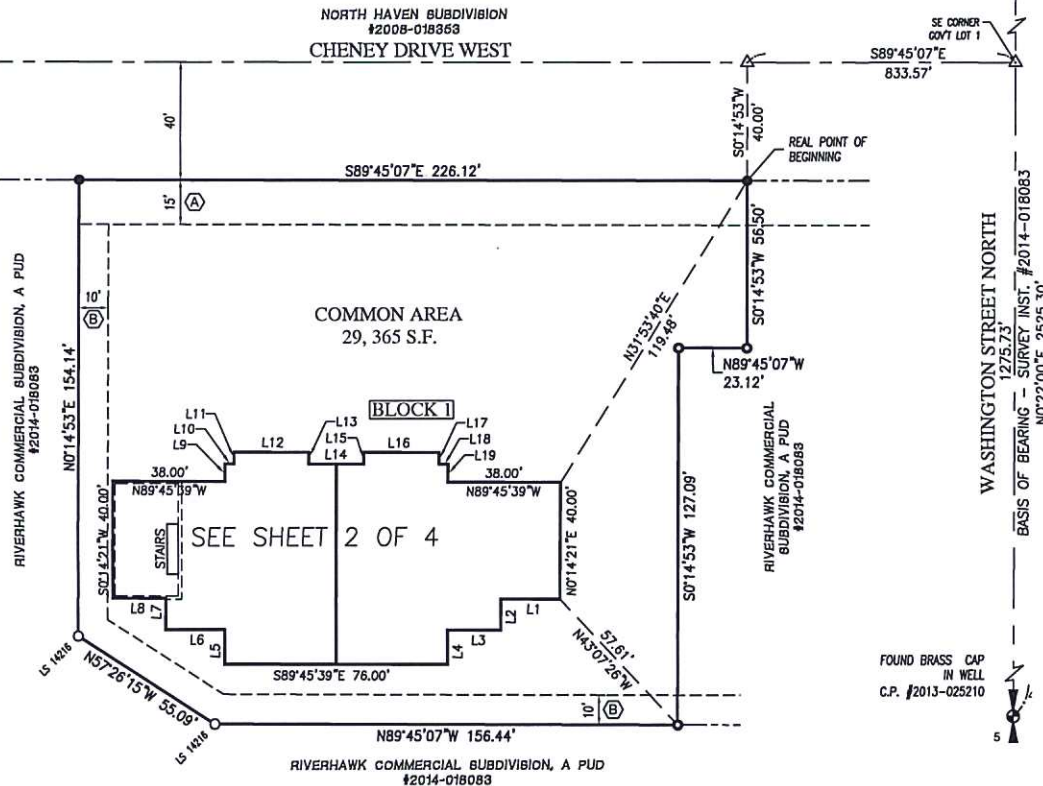
3-PEAT PLAZA CONDOMINIUMS, A PUD
A Re-Subdivision and Re-Numbering of
Lot 1, Block 1
Riverhawk Commercial Subdivision, a PUD
Located In
S², NE⁴, Section 5
Township 10 South, Range 17 East Boise Meridian
Twin Falls County, Idaho
2018



Vicinity Map

Legend

SUBDIVISION BOUNDARY LINE	—————
SECTION LINE	———
UTILITY EASEMENT LINE	- - - - -
ADJACENT PROPERTY LINE	- - - - -
CENTERLINE OF STREET	—————
LOT LINE	—————
TIE LINE	—————
CEILING HEIGHT	C.H.
CALCULATED POINT (NOT SET)	Δ
FOUND BRASS CAP	⊙
FOUND 5/8" REBAR (AS NOTED)	○
SET 5/8" x 24" REBAR & CAP - LS 10110	●
FOUND 1/2" REBAR - REPLACED WITH 5/8" x 24" REBAR & CAP - LS 10110	⊙
COMMON AREA - SECTION VIEW	▨



Health Certificate

"SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED BASED ON THE STATE OF IDAHO, DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL OF THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. BUYER IS CAUTIONED AT THE TIME OF THIS APPROVAL, NO DRINKING WATER OR SEWER/SEPTIC FACILITIES WERE CONSTRUCTED. BUILDING CONSTRUCTION CAN BE ALLOWED WITH APPROPRIATE BUILDING PERMITS IF DRINKING WATER OR SEWER FACILITIES HAVE SINCE BEEN CONSTRUCTED OR IF THE DEVELOPER IS SIMULTANEOUSLY CONSTRUCTING THOSE FACILITIES. IF THE DEVELOPER FAILS TO CONSTRUCT FACILITIES OR MEET OTHER CONDITIONS OF DEQ, THEN SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL, AND NO CONSTRUCTION OF ANY BUILDING OR SHELTER REQUIRING DRINKING WATER OR SEWER/SEPTIC FACILITIES SHALL BE ALLOWED."

DISTRICT HEALTH DEPARTMENT, EHS

DATE:

Survey References

(1) RIVERHAWK
COMMERCIAL SUBDIVISION,
A PUD #2014-018083
(2) NORTH HAVEN
SUBDIVISION
#2008-018353

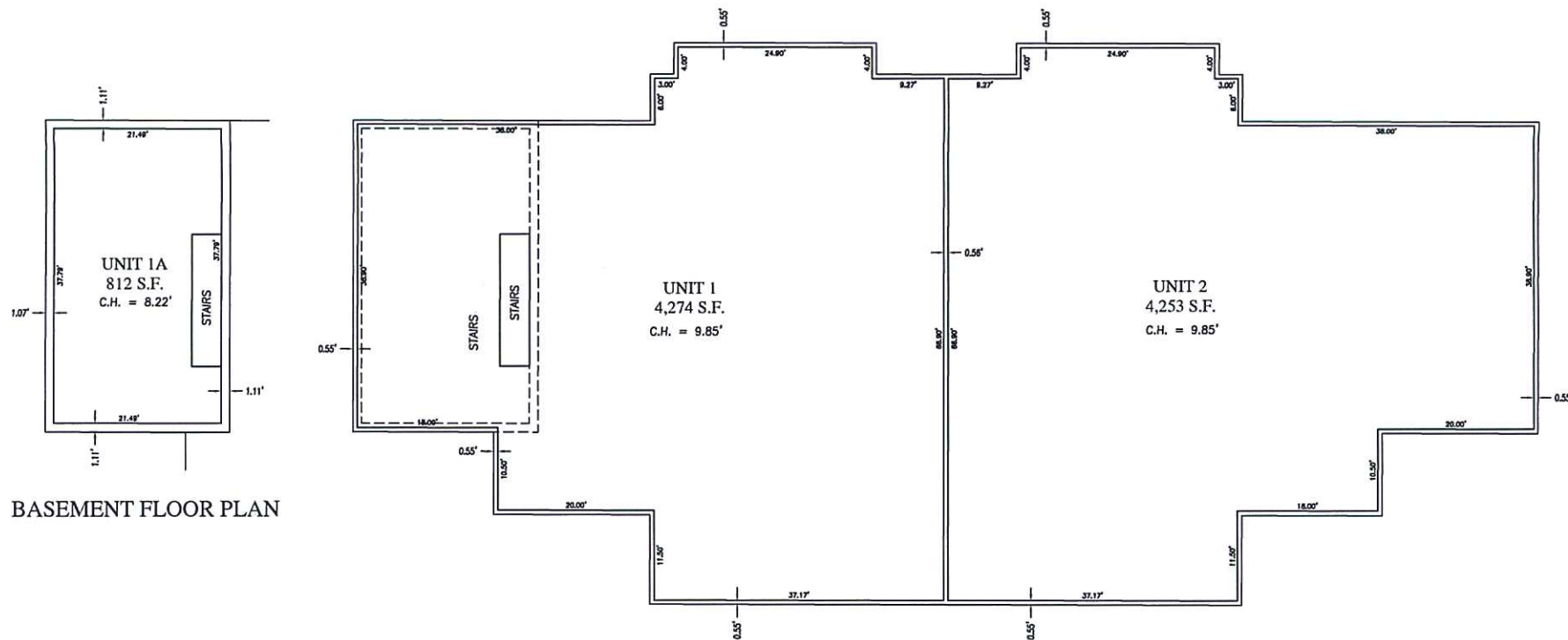
Deed References

#2017-012232
#2017-012231
#2018-006740

Easement Key

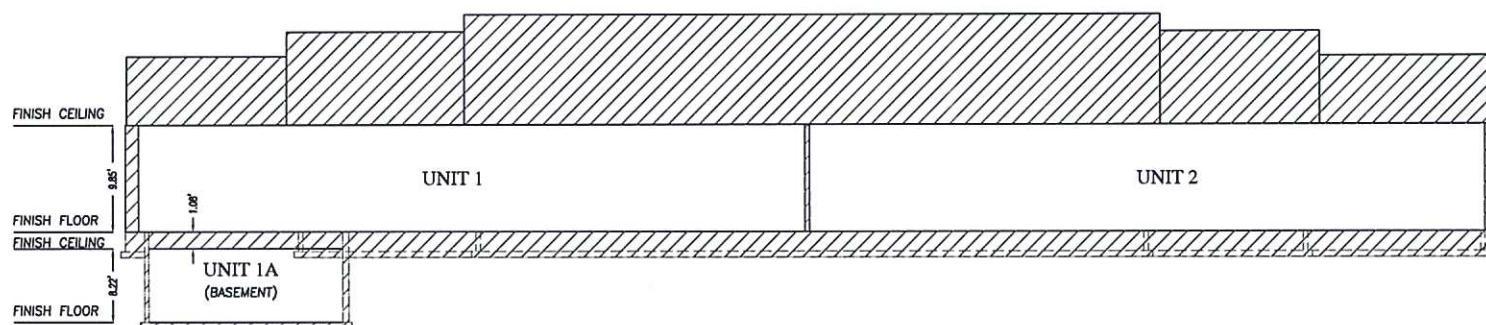
- (A) DRAINAGE & UTILITY EASEMENT
- (B) UTILITY EASEMENT





BASEMENT FLOOR PLAN

MAIN FLOOR PLAN



SOUTH SECTION VIEW

NOTES:

1. THIS PLAT IS SUBJECT TO THE CONDOMINIUM PROPERTY ACT, TITLE 55, CHAPTER 15, IDAHO CODE.
2. THE COMMON AREAS ARE OWNED BY THE OWNERS OF THE CONDOMINIUMS UNITS AS THEIR INTERESTS APPEAR AND ARE SET FORTH IN THE DECLARATIONS PURSUANT TO IDAHO STATE CODE 55-1505(1)(C).
3. UNIT DIMENSIONS ARE THE INTERIOR WALL LINES (SUB-FLOORS, FINISHED FACE OF WALLS AND BOTTOM OF FINISHED CEILINGS).
4. ALL UNIT LINES ARE PARALLEL AND PERPENDICULAR UNLESS OTHERWISE NOTED.
5. EXTERIOR AND INTERIOR WALL THICKNESS VARIES IN WIDTH AND ARE AS SHOWN.
6. THE SURVEY TIES TO THE BUILDING SHOWN ON PLAT IS TO THE INSIDE FACE OF THE WALL.
7. THE CONDOMINIUM IS SUBJECT TO EASEMENTS, RIGHTS OF WAY, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERHAWK COMMERCIAL SUBDIVISION, A PUD, RECORDED AS INSTRUMENT NUMBER 2014-018086, RECORDS OF TWIN FALLS COUNTY.
8. THE UNITS ARE DEFINED AND THIS PLAT IS SUBJECT TO THE DECLARATION OF CONDOMINIUM FOR 3-PEAT PLAZA CONDOMINIUMS, A PUD, RECORDED AS INSTRUMENT NUMBER _____, RECORDS OF TWIN FALLS COUNTY.



EHM Engineers, Inc.



CERTIFICATE OF SURVEYOR

THIS IS TO CERTIFY THAT I, CHRISTOPHER S. HARMISON, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, MADE THE SURVEY OF THE LAND DESCRIBED IN THE CERTIFICATE OF OWNER AND THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF SAID SURVEY AS MADE AND STAKED UNDER MY SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO CONDOMINIUMS, PLATS AND SURVEYS.



APPROVAL OF CITY COUNCIL

THIS PLAT WAS ACCEPTED AND APPROVED BY THE CITY COUNCIL OF TWIN FALLS, IDAHO AT THEIR MEETING ON THIS _____ DAY OF _____, 2018.

MAYOR _____

CITY CLERK _____

APPROVAL OF CITY ENGINEER

I HAVE REVIEWED THE ACCOMPANYING PLAT AND HEREBY CERTIFY THAT IT CONFORMS WITH THE APPLICABLE ORDINANCES OF THE CITY OF TWIN FALLS, IDAHO.

CITY ENGINEER _____

ATTEST _____

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR TWIN FALLS COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATED TO CONDOMINIUMS, PLATS AND SURVEYS.

GEORGE A. YERION
COUNTY SURVEYOR

DATE _____

ACKNOWLEDGMENT

STATE OF _____ } ss
COUNTY OF _____

ON THIS _____ DAY OF _____, 2018, AT _____ M., BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED GEORGE A. YERION, PERSONALLY KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE ABOVE CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE 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 _____

RESIDING AT _____

COMMISSION EXPIRES _____

COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF TWIN FALLS, IDAHO PER THE REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE FOR THE PROPERTY INCLUDED IN THIS PLAT HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY DAYS ONLY.

COUNTY TREASURER _____

DATE _____

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. _____

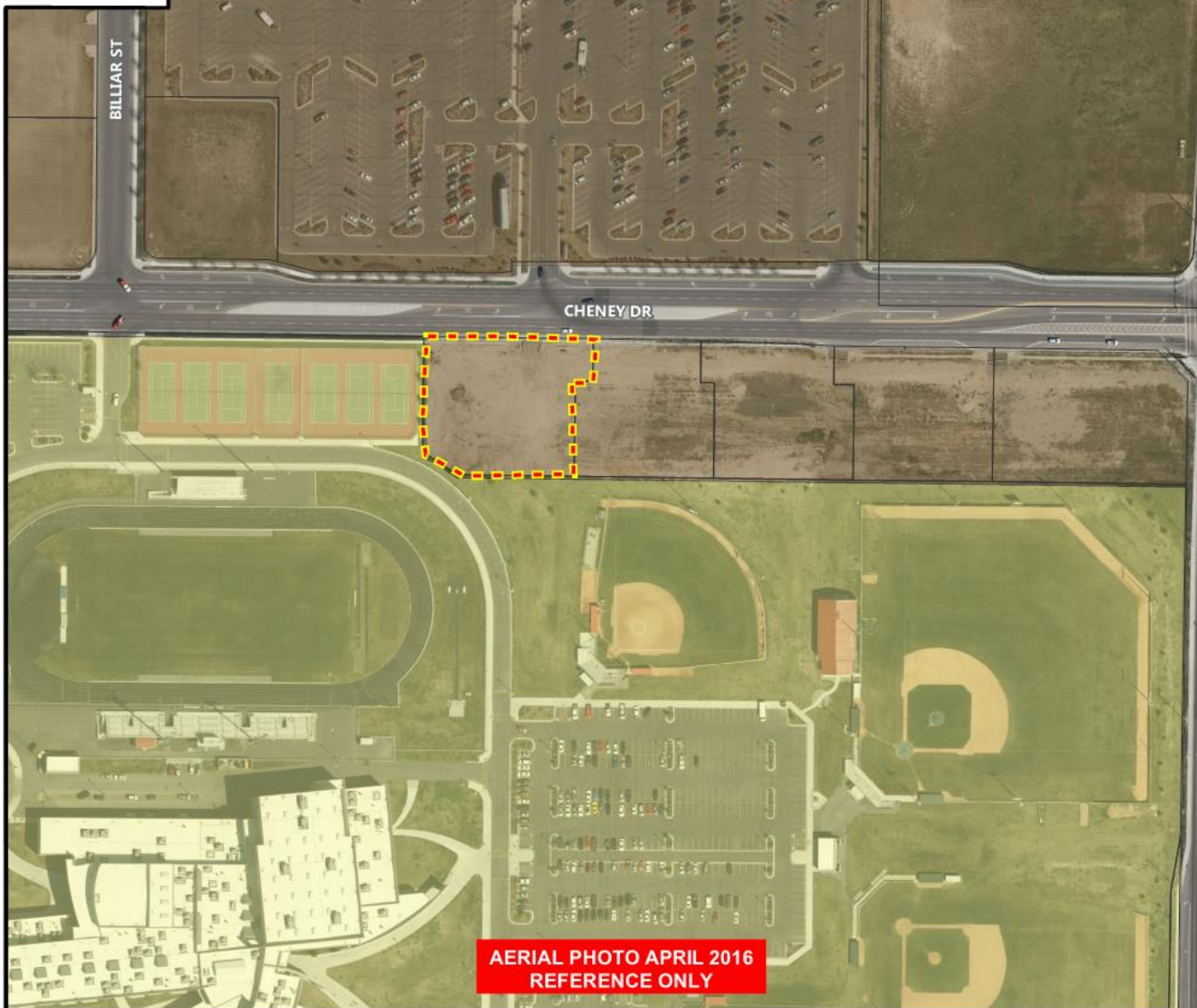
STATE OF IDAHO } ss
COUNTY OF TWIN FALLS

ON THIS _____ DAY OF _____, 2018, AT _____ M., THE FOREGOING PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF TWIN FALLS COUNTY, IDAHO AND DULY RECORDED IN PLAT BOOK _____, ON PAGE _____.

DEPUTY _____

EX-OFFICIO RECORDER _____





Vicinity Map



Current Zoning & Land Use:
C-1 PUD / Commercial

Comprehensive Plan:
Town Neighborhood

Adjacent Zoning & Land Uses:
North: C-1 PUD; Commercial
South: R-2 PUD; School
East: C-1 PUD; Commercial
West: R-2 PUD; School





Date: Monday, August 27, 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 Settler's Ridge No. 3 Subdivision (Phases 9A thru 9E).

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. Improvement Agreement - Settler's Ridge No. 3 (Phases 9A thru 9E)

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 Settler's Ridge, L.L.C. hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Settler's Ridge No. 3 Subd. (Phases 9A thru 9E).

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: a residential subdivision (phased).

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

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

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

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

WITNESSETH

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

I.

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

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

II.

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

a. Surety Bond

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

b. Cash Deposit, Certified Check, Negotiable Bond, or Irrevocable Bank Letter of Credit.

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

III.

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

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

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

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

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

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

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

IV.

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

Developer agrees to pay the total extra cost of all additional materials, labor and equipment necessary to construct any streets the City requires to be wider or deeper than a standard street or any water or sewer lines the City requires to be larger than the size required to properly serve the

development. The requirement for wider and deeper streets shall be based on the City Master Street Plan. Requirements for larger water and sewer lines shall be based on the citywide sewer and water system sizing guidelines.

X.

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

XI

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

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

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

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

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

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

XII.

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

PUBLIC WAYS

(a) Required Improvements

- (1) Curb, gutter and sidewalk on all public street rights-of-way.
- (2) A standard residential street thirty six feet (36') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course on all public street rights-of-way serving residential use property.
- (3) Minor residential and private streets as specified in the City of Twin Falls Standard Drawings.
- (4) A standard commercial or collector street forty eight feet (48') wide with an eleven inch (11") gravel course and three inch (3") asphaltic concrete surface course on all public street rights-of-way serving commercial use property or as a collector street. Whenever a street serves an industrial use property the City Engineer will determine the appropriate structural section.
- (5) A service-road twenty four feet (24') wide with an eight inch (8") gravel course and two inch (2") asphaltic concrete surface course and with concrete curb-gutter or curb and valley-gutter on all public service road rights-of-way.
- (6) A sidewalk five feet (5') wide minimum on all public pedestrian rights-of-way. Four foot (4') sidewalks by special permission of the City Council are allowed by City of Twin Falls Standard Drawings for minor residential streets under certain conditions.

- (7) Landscaping and sidewalk placement required adjacent to arterial and collector streets: A tract of land eleven feet (11') in depth behind the curb line will be dedicated as part of any residential development adjacent to arterial and collector streets. Within that tract the developer shall install landscaping six feet (6') in depth with a sprinkler system and with grass and trees behind the curb line and shall also install a five foot (5') sidewalk. The landscaping will be maintained by the city and funded through a fee added to the water bill of each account within the development. Irrevocable restrictive covenants for this development and maintenance shall provide for this funding. TFCC §10-12-4.2(O).
- (8) Street signs and traffic control devices on all public streets.
- (9) Street lights as determined by City policy for street light installation.
- (b) City Costs
 - (1) The cost of any street signs or traffic control devices installed by the City on new or existing streets.
 - (2) The cost of any required street lights (standard luminaires mounted on a wood pole). The Developer shall pay the extra cost of any decorative luminaires or poles. Prior approval will be required, and the cost of maintenance, replacement and power usage will be considered.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

WATER SYSTEM

- (a) Required Improvements
 - (1) Pursuant to City Code Section 7-8-3, 7-8-10 and 10-12-4.2 water line and fittings six inch (6") minimum diameter that will transport a flow of water, which will satisfy fire, domestic, other water demands of the development, based upon the City water pipe sizing plan and computer water model. Water line extension shall include connection from the existing City Water System to each building site and fire hydrants and then loop back to the City System in a manner that will provide a properly functioning system approved by the City Engineer, Water Superintendent and Fire

Chief. If the development is to be constructed in phases, the water system shall be looped back to the City system during the first phase. No dead-end lines will be allowed during any phase of the project.

- (2) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City water distribution network in accordance with existing sizing guidelines.
- (3) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users or creating a critical situation in the suppression of fires.
- (4) Fire hydrant connections and fire hydrants spacing to substantially comply with the minimum standards suggested by the Fire Rating Bureau and American Water Works Association. Fire hydrants are required in all developments.
- (5) One water service line shall be constructed to each building site at the time the water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way.

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

Water meter boxes will not be allowed in driveway approaches. Any cost associated in relocating meters from driveway approaches will be the responsibility of the Developer or Lot Owner. Temporary address or lot number signs shall be staked at the location where the water meter box is to be installed. The City may install multiple water meters in a single water meter box.

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

Developer. The City will make the necessary service line tap after payment of the required water connection general permit fees.

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

(b) City Costs

- (1) None.

(c) Required Inspections

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

WASTE WATER COLLECTION SYSTEM

(a) Required Improvements

- (1) Pursuant to City Code Section 7-7-4, 7-7-11 and 10-12-4.2 a waste water collection system (eight-inch (8") minimum diameter) that will transport a flow of waste water, under conditions of maximum and minimum discharge from the development, to the existing City waste water system.
- (2) Waste water sewer lines adjacent to or internal to the development will be sized to continue the orderly expansion of the City Waste Water Collection System in accordance with existing sizing guidelines and computer sewer model.
- (3) Manholes to provide access for maintenance and cleaning of the sewer lines located at any change of grade or alignment of the sewer, at the end of each sewer and spaced not more than four hundred feet (400') apart.
- (4) During construction of the curb the letter S shall be stamped into the top or face of the curb directly in front of the sewer service line location. The impression shall be not less than one and one half inches (1½") high.

(b) City Costs

- (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by City of Twin Falls Standard Specifications.

DRAINAGE SYSTEM

- (a) Required Improvements
 - (1) Any valley-gutters, ditching, grading or other surface drainage facilities necessary to convey any storm run-off originating from or traversing across the proposed development over the land surface to a point of retention, detention or discharge approved by the City Engineer.
 - (2) Any catch basin, storm sewer and other sub-surface drainage facilities necessary to convey any storm run-off, originating from or traversing across the proposed development, to a point of retention, detention or discharge approved by the City Engineer, that cannot, in the City Engineer's opinion, be conveyed over the land surface without causing damage to public or private property or without being an unreasonable inconvenience or hazard to a private individual, a group of individuals or the general public.
- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

GRAVITY IRRIGATION SYSTEM

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

- (b) City Costs
 - (1) None.
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

PRESSURE IRRIGATION SYSTEM

- (a) Required Improvements
 - (1) Pursuant to Section 7-8-3 of the City Code, the use of the City's potable water supply as the primary source of irrigation water in all new developments shall be prohibited. For purposes of this subsection, the term "new development" means any new subdivision or PUD, or any development of any parcel of land of two (2) acres or larger that is not part of a subdivision or PUD. One (1) share of Twin Falls Canal Company Water for each acre of property within the subdivision shall be deeded to the City of Twin Falls before the filing of the final plat for use in the City's pressurized irrigation system.
 - (2) Pressure irrigations water line and fittings shall be four inch (4") minimum diameter or larger that will transport a flow of water, which will satisfy all irrigation water demands of the development, based upon the computer irrigation water model that the developer's engineer has prepared.
 - (3) Water lines and fittings adjacent to and internal to the development shall be sized to continue the orderly expansion of the City Pressure Irrigation water distribution network in accordance with existing sizing guidelines.
 - (4) Water valves that will allow temporary suspension of water flow for maintenance and repair of portions of water system without causing undue inconvenience to a large number of users. One pressure irrigation water service line shall be constructed to each subdivision

lot site at the time the pressure irrigation water lines are installed. Each service line shall not exceed fifty feet (50') in length and shall terminate at the right-of-way. One Pressure irrigation water service line tap, irrigation box, and service line shall be constructed for each subdivision lot connected to the City pressure irrigation water system.

- (5) The Developer shall be responsible for all costs incurred in designing and installing the pressure irrigation station. This includes the land, pumps, motors, filters, buildings, delivery system to the station from the TFCC head gate, storage pond, Supervisory Control and Data Acquisition (SCADA) system, and power to the station.
- (6) All pressure irrigation system plans must be prepared by the Developer's engineer shall be according to the City's standard specifications and drawings. Plans submitted to the City shall be signed by a Professional Engineer for review and final approval, before the City Engineer will sign the plat or approve construction plans.
- (7) The Pressure Irrigation System shall be located within easements, right of ways and/or property deeded to the City of Twin Falls.
- (b) City Cost.
 - (1) None
- (c) Required Inspections and Testing
 - (1) All inspections and testing shall be as required by the City of Twin Falls Standard Specifications.

SPECIAL FEATURES

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

a) Required Improvements

Residential roadways will be constructed with 8" of 3/4" Type 1 base aggregate and 2 1/2" inches of 1/2" Superpave HMA. 24" roll curb and standard curb will be installed per previous city standards to match existing curbs within the subdivision installed in previous phases. Accessible ramps will match existing ramps within the subdivision. All other construction will be in accordance with the approved plans.

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.

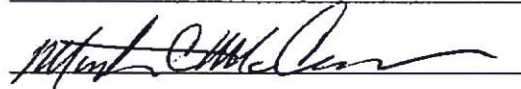
Attest:

CITY OF TWIN FALLS, IDAHO

City Clerk_____
Mayor

Developer

Settler's Ridge, L.L.C.



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

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

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

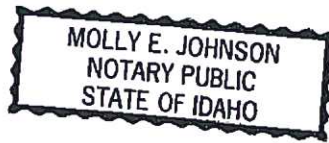
Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

On this 13 day of August, 2018 before me, the undersigned, a Notary Public for Idaho, personally appeared Monte McClure, known or identified to me (or proved to me on the oath of _____) to be the president, or vice-president, or secretary or assistant secretary, of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



C. M. Miller
Notary Public for Idaho
Residing at Twin Falls, Idaho
Boise

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:

Settler's Ridge No. 3 Subdivision (Phases 9A thru 9E)

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

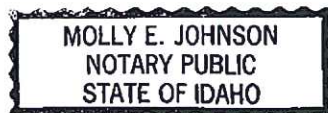
Developer
Settler's Ridge, L.L.C.

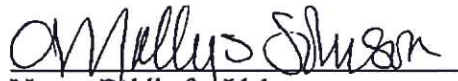


STATE OF IDAHO)
Ada)ss.
County of ~~Twin Falls~~)

On this 13 day of August, 2008, before me, the undersigned, a Notary Public for Idaho, personally appeared Monte McClure, 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
Boise



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Captain Matt Hicks, Chief Craig Kingsbury

Presentation

Request:

Twin Falls Police Department Update

Time Estimate:

Approximately 20 to 25 minutes are requested to advise the City Council of the Twin Falls Police Department's current projects, with additional time necessary to answer any questions the Council may have.

Background:

The Twin Falls Police Department (TFPD) has several exciting things occurring within our organization. We would like to brief the City Council on those projects that we feel are moving our Department toward achieving the City's strategic goals.

Geographical-Based Policing Model - The leadership of our Patrol Division has developed the Community Oriented Police Enforcement (COPE) Program. We would like to brief City Council Members on the basic principles, concepts, and goals of this program.

Twin Falls Police Department Liaison Officers - In June of 2017, the TFPD identified and tasked several officers with the extra-duty assignment of contacting people within our community that may feel they are underrepresented. These officers were asked to establish and build relationships with specific groups and individuals with the purpose of building trust and a connection with employees of the TFPD and our Department's mission.

Special Investigations Unit - In a joint effort with the Twin Falls County Sheriff's Office, the TFPD formed the Special Investigations Unit (SIU) in October 2017. This Unit consists of investigators from both agencies. They are tasked with investigating gang, drug and violence-related crimes throughout Twin Falls County. We would like to update the Council on the progress of this Unit and highlight several of the successful investigations they have been a part of.

Recruitment and Hiring - We would like to summarize the TFPD's staffing situation and our efforts to recruit, hire, and train the best police officers possible.

Approval Process:

This is for informational purposes only.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

The purpose of this presentation is to keep City Council Members informed as to the Twin Falls Police Department's efforts to achieve the City's strategic goals.

Attachments:

None



Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Jesse Schuerman, Staff Engineer

ACTION ITEM

Request:

Request to approve a bid for City Wide Traffic Signal Upgrades.

Time Estimate:

The Staff presentation will take approximately 5 minutes.

Background:

The Citywide Traffic Signal Upgrades project is part of an ongoing set of projects by both ITD and City to update obsolete signal equipment. The Engineers estimate is \$331,045.00. Precision Engineers designed and bid the project. The project was advertised on July 3 and July 10, 2018. No bids were received.

On August 20th Council permitted the City Engineering Staff to go to the open market with the project. Staff has received a bid from Electric 1 West Inc. to complete the work for \$344,585.00. This cost is 4.1% over the attached Engineers estimate.

Engineering Staff would like Council to Authorize the City Engineer to sign the agreement and authorize the Notice to Proceed for the signal upgrade project. We request that a 10% contingency is included in the authorized funds to help Staff deal with any unknowns in an efficient manner, for a total potential budget impact of \$379,044.

Approval Process:

A majority Vote of the Council to approve the Award of Contract

Budget Impact:

Th funding for this project comes from the Street Department Construction Projects (102-31-10-470-78)

Regulatory Impact:

n/a

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends that city Council award the City Wide Traffic Signal Upgrades to Electric 1 West Inc. in the amount of \$344,585.00

Attachments:

1. City wide upgrades contract docs (002)
2. 17010 City Wide Traffic Signal Upgrades PS&E Estimate - 20180423
3. Map Location of Signal Upgrades

Notice of Award

Date: 08/22/2018

Project: City Wide Traffic Signal Upgrades, Twin Falls

Owner: City of Twin Falls

Owner's Contract No.:

Contract: City Wide Traffic Signal Upgrades, Twin Falls

Engineer's Project No.:

Bidder: Electric One West Inc

Bidder's Address: 268 Victory Avenue
Twin Falls, ID 83301

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for City Wide Traffic Signal Upgrades, Twin Falls

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is 344,585.00 Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

SEAN KNOTZ ELECTRIC ONE WEST, INC
Owner
By: [Signature]
Authorized Signature
SEC / TRS
Title

Copy to Engineer
(Use Certified Mail, Return Receipt Requested)

ISPWC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ City of Twin Falls _____ ("Owner") and
Electric One West Inc _____ ("Contractor").

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

Traffic signal equipment upgrades at multiple signalized intersections throughout
the City of Twin Falls.

THE PROJECT

- 1.02 The Project for which the Work under the Contract Documents may be the whole or only
a part is generally described as follows:

City Wide Traffic Signal Upgrades, Twin Falls

ENGINEER

- 3.01 The Project has been designed by Joel Grounds, PE (Engineer), which is to act as Owner's
representative, assume all duties and responsibilities, and have the rights and authority
assigned to Engineer in the Contract Documents in connection with the completion of the
Work in accordance with the Contract Documents.

CONTRACT TIMES

- 4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and
readiness for final payment as stated in the Contract Documents are of the essence of
the Contract.

- 4.02 *Dates for Substantial Completion and Final Payment*

- B. The Work will be substantially completed on or before 12/28/2018, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 01/31/2019

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	LS	1	14,900.00	14,900.00
SP-11008	NIGHT WORK LIGHTING	LS	1	N/A	N/A
SP-11101	4-SECTION LED PPLT SIGNAL HEAD	EACH	24	1,825.00	43,800.00
SP-11102	REPLACE TRAFFIC SIGNAL CONTROLLER	EACH	11	6,235.00	68,585.00
SP-11103	SIGNAL MALFUNCTION MANAGEMENT UNIT (MMU)	EACH	10	2,145.00	21,450.00
SP-11104	INTERCONNECT RADIO AND ANTENNA	EACH	9	13,750.00	123,750.00
SP-11106	COMPLETE THERMAL VIDEO DETECTION SYSTEM - ADDISON & LOCUST	LS	1	32,800.00	32,800.00

SP-11107	COMPLETE THERMAL VIDEO DETECTION SYSTEM - ADDISON & ELM	LS	1	32,800. ⁰⁰	32,800. ⁰⁵
SP-11108	INTERCONNECT WIRELESS PLAN AND NETWORK TEST	LS	1	N/A	N/A
2010.4.1.A.1	MOBILIZATION	LS	1	6,500. ⁰⁰	6,500. ⁰⁰
Total of All Bid Prices					399,585. ⁰⁰

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- J. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).

4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (not attached).
 5. Supplementary Conditions (pages 1 to 2, inclusive).
 6. Special Provisions (pages 1 to 18, inclusive).
 7. City of Twin Falls Standard Revisions Supplement or Revise the Idaho Standards for Public Works Construction 2015 Edition (found at: <http://www.tfid.org/DocumentCenter/View/1702>)
 8. Standard Specifications and Standard Drawings – Idaho Standards for Public Works Construction (not attached).
 9. Drawings consisting of 10 sheets with each sheet bearing the following general title: the Drawings listed on attached sheet index.
 10. Addenda (numbers _____ to _____, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 13, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may ~~shall~~ be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

SEAN KNUTE ELECTRIC 1 WEST INC

By: _____

Title: SEC/REG

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Adam York Adam York

Title: Project Manager

Address for giving notices:

268 Victory Avenue

Twin Falls, ID 83301

Idaho Public Works

Contractors License No.: PWC-C-13999-AAA-4
categories - 02890, 16000

Agent for service of process:

Notice to Proceed

Date: 08/22/2018

Project: City Wide Traffic Signal Upgrades, Twin Falls

Owner: City of Twin Falls

Owner's Contract No.:

Contract: City Wide Traffic Signal Upgrades, Twin Falls

Engineer's Project No.:

Contractor: Electric One West Inc

Contractor's Address: 268 Victory Avenue
Twin Falls, ID 83301

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

_____. *[add other requirements].*

SEAN KNUFF ELECTRIC 1 WEST INC
Owner:

Given by:

Authorized Signature

SEC/TRES
Title

8-22-18
Date

Copy to Engineer (Use Certified Mail, Return Receipt Requested)

City Wide Traffic Signal Upgrades, Twin Falls

Project Key No. 17010

April 23, 2018

PS&E - Engineer Estimate

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1103.4.1.A.1	CONSTRUCTION TRAFFIC CONTROL	1	LS	\$20,000.00	\$20,000.00
SP-11008	NIGHT WORK LIGHTING	1	LS	\$3,000.00	\$3,000.00
SP-11101	4-SECTION LED PPLT SIGNAL HEAD	24	EACH	\$2,000.00	\$48,000.00
SP-11102	REPLACE TRAFFIC SIGNAL CONTROLLER	11	EACH	\$6,500.00	\$71,500.00
SP-11103	SIGNAL MALFUNCTION MANAGEMENT UNIT (MMU)	10	EACH	\$2,300.00	\$23,000.00
SP-11104	INTERCONNECT RADIO AND ANTENNA	9	EACH	\$9,000.00	\$81,000.00
SP-11106	COMPLETE THERMAL VIDEO DETECTION SYSTEM - ADDISON & LOCUST	1	LS	\$16,000.00	\$16,000.00
SP-11107	COMPLETE THERMAL VIDEO DETECTION SYSTEM - ADDISON & ELM	1	LS	\$16,000.00	\$16,000.00
SP-11108	INTERCONNECT WIRELESS PLAN AND NETWORK TEST	1	LS	\$16,000.00	\$16,000.00
2010.4.1.A.1	MOBILIZATION	1	LS	\$29,450.00	\$29,450.00

CONSTRUCTION COST ESTIMATE \$300,950.00

10% CONTINGENCY \$30,095.00

TOTAL ESTIMATE

TOTAL	\$331,045.00
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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DESIGNED	KTK
DESIGN CHECKED	JGG
DETAILED	KTK
DRAWING CHECKED	JGG

SCALES SHOWN ARE FOR 11" X 17" PRINTS ONLY
CADD FILE NAME 17010_KMAP_01.dwg
DRAWING DATE: APRIL 2018



PRECISION
ENGINEERING

539 S. Fitness Pl, Ste 120
Eagle, ID 83616 | 208.938.1695

KEY MAP

CITY WIDE TRAFFIC SIGNAL
UPGRADES, TWIN FALLS

English
COUNTY TWIN FALLS
PE PROJECT NO. 17010
SHEET 2 OF 10





Date: Monday, August 27, 2018
To: Honorable Mayor and City Council
From: Lorie Race, Chief Finance Officer

ACTION ITEM

Request:

A public hearing to consider a proposed increase to the sewer fee due to an increase in the sewer cap, from 8,000 to 12,000 gallons.

Time Estimate:

The estimated time for this item is approximately 5 - 7 minutes, with additional time to answer questions.

Background:

During the presentation of the FY 2019 Recommended Budget, staff discussed increasing the sewer cap fee from 8,000 gallons to 12,000 gallons to more align actual usage with the user. After analysis of several different months and years of usage, staff believes increasing the cap is more reflective of actual usage by our customers.

Approval Process:

The City Council is required to hold a public hearing on the proposed increase to the sewer cap since the potential increase in the overall fee could be higher than 5%, depending on individual usage. A simple majority of the City Council is needed to approve the rate increase.

Budget Impact:

Staff has built the anticipated revenue from increasing the sewer cap into the FY Recommended Budget. Increasing the cap reduces the needed rate increase from 1.5% to only .5%.

Regulatory Impact:

None

History:

N/A

Analysis:

N/A

Conclusion:

Staff recommends approving the sewer cap increase from 8,000 gallons to 12,000 gallons. This is more reflective of matching fees to actual users.

Attachments:

1. Utility Rate Resolution No. (FY 2018-2019)

RESOLUTION NO. 2018-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TWIN FALLS, IDAHO, ESTABLISHING SEWER CONNECTION FEES AND USER CHARGES; ESTABLISHING WATER CONNECTION FEES AND USER CHARGES; ESTABLISHING PRESSURE IRRIGATION FEES; PROVIDING FOR COMMERCIAL CLASS USER RELIEF; ESTABLISHING GARBAGE AND RUBBISH COLLECTION FEES; PROVIDING FOR A POLICY ON DELINQUENT ACCOUNTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. WASTEWATER CONNECTION FEES: That the following fees to be paid for connection to the Wastewater Collection and Treatment System shall be, and the same are hereby established:

- A. General Permit: The fee for processing the application shall be Fifteen Dollars (\$15.00).
- B. Industrial Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- C. Municipal Permit: The fee for processing the application shall be established by the City Council at the time of such application.
- D. Standard Connection: The assessment for construction of a standard sewer connection four inches (4") in diameter and fifty feet (50') or less in length shall be Five Hundred Fifty Dollars (\$550.00) per connection. The assessment may be paid over a 20-year period by monthly payment after execution of a payment contract provided by the City. The annual interest rate for paying connection assessments on a monthly basis shall be six percent (6%) compounded on the unpaid balance.
- F. Capacity Fees: The following capacity fees are to be paid for connection to the Wastewater Treatment System:

Single Family Residence	\$507.47
Duplexes, per dwelling unit	\$404.42
Mobile Home Parks, per dwelling unit	\$300.27
Apartments, per dwelling unit	\$404.42

Commercial, Institution, and Industrial capacity fees are priced based on annual flows and strengths using the following table:

Flow, per 1,000 gallons	\$3.377
Biological Oxygen Demand (BOD), per pound	\$1.343
Total Suspended Solids (TSS), per pound	\$1.363

SECTION 2. WASTEWATER USER CHARGES: That the following user classification and charges to be paid by each City resident user for use of the wastewater collection and treatment system shall be, and the same are hereby established.

A. Group I - Residential (User Code 100): This class of users includes all single-family dwelling units. The monthly fee for this class of users shall be \$22.64 for the use of the collection and treatment system, and \$0.60 per thousand gallons of metered water usage for the first 12,000 gallons used each month.

B. Group I - Residential (User Code 102): This class of users includes all multi-family dwelling units including duplexes, apartments, and mobile home parks. The monthly fee for this class of users shall be \$18.359 for each dwelling unit, for the use of the collection and treatment system, and there shall be added to each user account a capital construction fee of \$2.213 per month.

C. Group II - Commercial (User Code 200): This class of user includes office buildings, hotels/motels (without restaurants), retail and wholesale (non-food), warehousing and light manufacturing, bars (without restaurants), car washes, laundromats, repair shops and gas stations. The monthly fee for this class of users shall be \$22.64 for use of the collection and treatment system, and \$1.463 per 1,000 gallons of metered water used each month.

D. Group III - Commercial (User Code 300): This class of users includes hotels/motels (with restaurants), markets (including meat and produce), restaurants, bakeries (wholesale) and mortuaries. The monthly fee for this class of user shall be \$22.64 for use of the collection and treatment system, and \$3.215 per 1,000 gallons of metered water used each month.

E. Group IV - Institutional: This class of users includes churches, hospitals, convalescent hospitals, elementary schools, high schools and colleges. With the exception of elementary and other public schools, the monthly fee for this class of users shall be \$22.64 for use of the collection and treatment systems, and \$1.498 per 1,000 gallons of metered water used each month.

Elementary schools shall pay \$0.357 per pupil per month during the school year, but not less than \$22.64 per month. Other schools shall pay \$0.647 per pupil per month during the school year, but not less than \$22.64. For billing purposes, the student enrollment on the first day of the school year shall be used to calculate the bill for the ensuing school year.

F. Wastewater Flow Measuring Device: Any Group II, III, or IV commercial user whose charge is based on water meter readings may install a wastewater flow measuring device or separate water meter as approved by the Public Works Director, at the user's expense, if the water meter readings are not representative of the wastewater flow.

The Wastewater Superintendent may require a wastewater system user to install a flow-measuring device in the building sewer or water meter if all or part of the water supply to the building comes from an unmetered source. The user shall operate and maintain such device in proper operating condition. The standard group user rate shall be applied to the measured flow.

G. Group V - Industrial (User Code 500): This class of users includes all large volume and industrial process waste dischargers. The monthly fee for this class of users shall be in accordance with the Industrial User Agreement, entered into by each industrial user with the City of Twin Falls for the use of the wastewater system. (The City of Twin Falls may negotiate sewer rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.)

The monthly fee for this class of user shall be \$22.64 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table:

Flow, per 1,000 gallons	\$0.595
Biological Oxygen Demand (BOD), per pound	\$0.264
Total Suspended Solids (TSS), per pound	\$0.258

H. Group VI - City of Kimberly (User Code 600): The City of Kimberly shall pay in accordance with the municipal User Agreement entered into by the City of Kimberly with the City of Twin Falls.

The monthly fee for this class of user shall be \$22.64 for the use of the collection and treatment system, and a metered flow and measured strength charge determined using the following rate table, plus a capital recovery charge of \$1,029.98:

Flow, per 1,000 gallons	\$0.595
Biological Oxygen Demand (BOD), per pound	\$0.264
Total Suspended Solids (TSS), per pound	\$0.258

SECTION 3. WATER CONNECTION FEES: That the following fees to be paid for connection to the Water Supply and Distribution System shall be, and the same are hereby established. These fees shall be adjusted annually, based upon the fluctuation of the Municipal Cost Index, as published by the American Cities and Counties magazine. The reference index number for the fees established by this resolution is 131.0, as shown in the February 1993 issue of the American Cities and Counties magazine.

A. Permit Tap Fee: These are only connections to dry lines. These fees are for all services in any subdivision platted after April 7, 2014. The standard size tapping connections and the fee for processing the application shall be as follows:

Service Size	Permit Tap Fee
1 inch	\$54.41
1 ½ inch	\$54.41
2 inch	\$54.41
Greater than 2 inch	See "F"

B. Main Line Connection Fee: These are connections to live water mains, tapping is done by City crew and owner provides materials. The standard sizes and the fee for processing the application and tapping the public water main shall be as follows:

Connection Size	Main Line Connection Fee
4 inch	\$1,213.01
6 inch	\$1,371.97
8 inch	\$1,831.78
10 inch	\$2,590.31
12 inch	\$4,000.68

C. Service Line Installation Fee: These are connections to live water mains and intended for the single dwelling home owner, not for developers of multiple lot subdivisions. Tapping is done by City crew and City provides the materials for service line installation from the mainline tap up to and including the meter. The standard size tapping connections and the fee for the City to construct all or any portion of a standard connection size service line, fifty (50) foot or less in length shall be as follows:

Service Size	Service Line & Meter Installation Fee
1 inch	\$1,345.30
1 ½ inch	\$1,736.83
2 inch	\$1,833.91
Greater than 2 inch	See "G"

D. Meter Fee: These are fees for the meter and meter placement by City crew. Meter fees are to be paid at the time of building permit. The standard size meter and meter set fees shall be as follows:

Meter Size	Meter & Installation Fee
1 inch	\$319.08
1 ½ inch	\$606.80
2 inch	\$812.31
Greater than 2 inch	See "G"

E. Fire Line: The City of Twin Falls no longer constructs fire line.

F. Nonstandard Permit: The fee for a larger than standard sizes must be approved by the City Engineer. Once approved, the fee for a larger than standard size permit shall be determined by the City Engineer.

G. Nonstandard Service: The fee for the City to construct all or any portion of a non-standard size service line shall be determined by the City Engineer.

H. Rock Excavation: The above fees do not include any rock excavation that may be required. The actual cost of any rock excavation, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

I. Incidental Costs: The above fees do not include incidental costs such as trenching and traffic control. The actual cost of any incidental charges, as determined by the Water Superintendent, shall be paid in addition to any other fees and charges.

J. Meter Turn-on Service Fee (new service): The fee for processing the application and turning on water at existing meter shall be \$10.00 each time the water is turned on.

K. Service Fee (repairs): The fee for responding to an afterhours service call, which involves either turning off or turning on the water, shall be \$80.00. Said fee shall not be charged to customers who are closing accounts. An emergency allowance may be granted by the City Manager or his designee.

L. Water Meter Tampering Fine: The fine charged for tampering with a water meter when the City finds that a meter has been turned off or on without the City's authorization, shall be \$200.00.

SECTION 4. WATER USER CHARGES: That the following charges to be paid by each City resident user for use of the Water Supply and Distribution System shall be, and the same are hereby established as follows:

- A. User Charge: All users shall pay each month for the water supplied through their water meter. (The City of Twin Falls may negotiate water rates on a contractual basis with major industrial customers, subject to the terms of any applicable bond covenants.) The base fee shall be \$11.613, which includes up to the first 2,000 gallons of water. The charges per thousand (1,000) gallons of water supplied over 2,000 gallons shall be as follows:

Gallons Supplied	Additional Charge per 1,000 gallons
3,000 to 150,000	\$1.843
151,000 to 10,000,000	\$0.833
10,001,000 and above	\$0.633

B. Water rates for all mobile home parks, trailer parks, trailer and tourist camps shall be charged in accordance with the standard individual residence rates as set forth by the City, provided, however, that every two spaces for living unit parking shall be defined as the equivalent of one individual residence.

C. Each active water user shall pay each month an additional fee of \$10.75 for the annual debt service payment for the revenue bonds which financed the federally mandated arsenic compliance project.

SECTION 5. PRESSURIZED IRRIGATION FEES: That the following fees to be paid for connection to the Pressurized Irrigation System shall be, and the same are hereby established:

- A. Processing Fee: There is no additional processing fee for utility customers with potable water service, but an additional monthly processing fee of \$6.752 will be assessed to any customer with only pressurized irrigation service.

B. Residential property: The monthly fee for residential property shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.002141115 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments. The monthly fee for residential properties no longer receiving "shoulder water" shall be computed based upon the full platted lot size, in square feet, at the rate of \$0.001819947 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

C. Commercial property: The monthly fee for commercial property shall be computed based upon twenty percent (20%) of the full platted lot size, in square feet, at the established rate of \$0.002141115 per square foot. This fee represents the total annual cost of service, divided into twelve monthly payments.

SECTION 6. COMMERCIAL CLASS-USER RELIEF: Any commercial class user may request of the City Manager relief from his sewer billing rate. Relief shall be granted if the City Manager is satisfied that the user's billing rate has been increased due to irrigation water use only. The relief adjustment shall be the difference between the user's monthly charges from November 1st through April 30th and May 1st through October 31st, as determined by a review of the preceding twelve calendar months. The amount of the relief shall be the amount by which the user's sewer rate for the period of May 1st through October 31st exceeds the user's sewer rate for the period November 1st through April 30th. If the City Manager is satisfied that the requested adjustment is in order, a refund shall be issued. Any commercial user may appeal the decision of the City Manager to the City Council, and the Council shall make a final determination of the matter at a regularly scheduled Council meeting. Any application for relief must be made within six (6) months following the year for which the application is made.

SECTION 7. GARBAGE AND RUBBISH COLLECTION FEES: That the following garbage and rubbish collection fees are, and the same are hereby established:

A. Single Family Residential: The collection rate for each single-family residential dwelling shall be \$18.44 per month, unless qualified for the "one-can" rate, which shall be \$9.77 per month. Effective October 1, 2005 the "one-can" rate will not be offered to any additional customer; however, the customers currently qualified and using this rate may continue at this rate so long as they remain qualified. However, pending the outcome of current "pilot program" testing for smaller cart-size options, these smaller carts may be made available to the citizens city-wide.

B. Multi-Dwellings: The collection rate for multi-dwellings (IE: duplexes, triplexes, four-plexus, etc.) shall be \$18.44 per month for each residential unit in said multi-dwelling.

SECTION 8. RENTER DEPOSIT: That the City shall charge a \$75.00 renter deposit to renters wishing to establish water, sewer and/or sanitation accounts in their own names rather than their landlord's name. This \$75.00 deposit may be refunded or applied to the balance of the account at the time the account is closed or one year from the date of payment of said deposit if the account is, in the opinion of the Finance Director, in good standing. The Finance

Director is hereby authorized to set standards by which the status of an account is evaluated for the purpose of determining if a refund is appropriate.

Deposits may be refunded or applied upon request under the above conditions and only if the renter has remained at the same address for the aforementioned one year period.

SECTION 9. DELINQUENT ACCOUNTS: The unpaid balance on utility and sanitation accounts shall be considered delinquent 30 days after the date identified on the billing. Interest shall be charged on the unpaid balance commencing with the first day of delinquency at the rate of 12% per annum (1% per month) subject to a minimum charge of 50¢. After 30 days of delinquency, accounts shall be notified by mail that service will be discontinued unless full payment is made within a period of seven calendar days from date of mailing. The City Manager or his designated representative may enter into a payment agreement with a customer, if the customer can establish an unusual financial hardship, which has resulted in the delinquency. Interest charges shall be applied to the delinquent balance during the term of the agreement. Any breach of the payment agreement shall be grounds for termination of service without any further notification. Service fees, as established in Section 3 of this resolution, shall be applied to all accounts when service is discontinued for lack of payment.

SECTION 10. RETURNED CHECK FEES: The service fee for returned checks, non-sufficient funds debit cards, non-sufficient funds automatic withdrawals, etc., shall be the maximum prescribed by law at \$20.00 per occurrence.

SECTION 11. EFFECTIVE DATE: This resolution shall be effective October 1, 2018. Industrial and municipal wastewater user charges that are established by separate agreements shall remain as specified in said agreements.

SECTION 12. REPEAL OF PRIOR RESOLUTIONS: All prior resolutions establishing utility rates or portions thereof, inconsistent with the provisions of this resolution are hereby repealed.

PASSED BY THE CITY COUNCIL,
SIGNED BY THE MAYOR,

August 27, 2018
August 27, 2018

Mayor Shawn Barigar

ATTEST:

Deputy City Clerk