



Twin Falls City Council Agenda

Monday, September 17, 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 September 11 thru 17, 2018.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - b) Request to approve the September 10, 2018, City Council Minutes.
Purpose: **ACTION ITEM** By: Amy Luna, Finance Administrative Assistant
 - c) Request to approve the Walk for Freedom event.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - d) Request to approve the 2018 Oktoberfest event.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - e) Request to hold the Trick or Treat on Bish's Street event.
Purpose: **ACTION ITEM** By: Sergeant Justin Dimond, Twin Falls Police Department
 - f) Request to accept the Improvement Agreement for the purpose of developing Cedarpark Subdivision No. 9 Subdivision (Phases 2).
Purpose: **ACTION ITEM** By: Troy Vitek, Assistant City Engineer
- 6) ITEMS OF CONSIDERATION
 - a) Presentation to City Council on the results of the 2018 National Citizen Survey.
Purpose: **Presentation** By: Mandi Thompson, Grant and Community Relations Manager
 - b) Request to approve an independent contractor contract with Wonderlich and Wakefield for City Attorney services as defined in Idaho Code Section 50-208A.
Purpose: **ACTION ITEM** By: Travis Rothweiler, City Manager
- 7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

8) PUBLIC HEARINGS: None

9) ADJOURNMENT

- a) Executive Session 74-206(1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

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, September 10, 2018, 5:00 PM

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

1) CALL MEETING TO ORDER/CONFIRMATION OF QUORUM

Present: Mayor Shawn Barigar, Council Members Suzanne Hawkins, Chris Talkington, Greg Lanting, Christopher Reid & Ruth Pierce.

Absent: Vice Mayor Nikki Boyd

Staff Present: City Manager Travis Rothweiler, Deputy City Managers Mitch Humble & Brian Pike, City Attorney Fritz Wonderlich, Deputy City Attorney Shayne Nope, Police Chief Craig Kingsbury, Police Sgt. Justin Dimond, Airport Manager William Carberry, Fire Chief Kenworthy, Assistant City Engineer Troy Vitek, Grant & Community Relations Manager Mandi Thompson, Public Information Officer Joshua Palmer, Planning & Zoning Director Jonathan Spendlove, City Planner Steve O'Conner, Recreation Supervisor Stacy McClintock, Aquatics Director John Pauley, Human Resource Manager Gretchen Scott, 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

- a) Hispanic Heritage Month
Mayor Barigar read proclamation for Hispanic Heritage Month.

4) GENERAL PUBLIC INPUT: None

5) CONSENT CALENDAR

MOTION: Council Member Reid moved to approve the consent calendar as presented. Council Member Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- a) Request to approve the Accounts Payable for August 28 thru September 10, 2018.
- b) Request to approve the August 27, 2018, City Council Minutes.
- c) Request to accept the Improvement Agreement for the purpose of installation of a water line in North College Road by Gary Nelson in conjunction with roadway improvements being done by the City of Twin Falls.
- d) Request to hold the 6th Annual Haunted Swamp.
- e) Request to hold the Annual Twin Falls Corn Maze.

6) ITEMS OF CONSIDERATION

- a) Request to approve a FAA Grant Offer (AIP 41) for Airport Planning and Snow Removal Equipment in the amount of \$532,809.00.
Airport Manager Carberry made a request to approve a FAA Grant Offer (AIP 41) for Airport Planning and Snow Removal Equipment in the amount of \$532,809.00

Discussion ensued on the following:

Council Member Talkington: How is this money broken up between local funds & FAA?

MOTION: Council Member Talkington moved to approve a FAA Grant Offer (AIP 41) for Airport Planning and Snow Removal Equipment in the amount of \$532,809.00. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Discussion on the Greater Twin Falls Area Transportation Committee (GTFATC) priority list for projects.
Assistant City Engineer Vitek presented information on the Greater Twin Falls Area Transportation Committee (GTFATC) priority list for projects.

Discussion ensued on the following:

Council Member Hawkins: Gave a brief explanation while waiting on Troy.

Council Member Talkington: If something is not put on the list it is highly unlikely that it will receive state funding.

Deputy City Manager Humble: This is a discussion item only.

Mayor Barigar: Third Crossing has not been added to the list yet.

Council Member Hawkins: Is trying to persuade them to add the Third Crossing.

Mayor Barigar: Had been on the list many years ago.

Council Member Talkington: Not opposed to it being on the list. **Council**

Member Lanting: Made a reference to the Garvey Bonds **Council Member**

Pierce: What portion of the list are we looking at? **Mayor Barigar:** Looking at the entirety of the list.

- c) Request to accept right-of-way for Meadowview Lane North from Whispering Pine Drive to Addison Avenue East.
Assistant City Engineer Vitek made a request to accept right-of-way for Meadowview Lane North from Whispering Pine Drive to Addison Avenue East.

Discussion ensued on the following:

Mayor Barigar: Is this the acceptance of the right of way for the full width or just the west half?

MOTION: Council Member Hawkins moved to accept right-of-way for Meadowview Lane North from Whispering Pine Drive to Addison Avenue East. Council Member Reid seconded the motion. Roll call vote showed all members present voted in favor of motion. 6 to 0.

- d) Request to approve a Resolution requesting the Idaho Transportation Department to re- route Highway 30 within the City of Twin Falls.
Assistant City Engineer Vitek made a request to approve a Resolution requesting the Idaho Transportation Department to re-route Highway 30 within the City of Twin Falls.

Discussion ensued on the following:

Council Member Lanting: Mic not on - unable to hear what was said.

Mayor Barigar: Historically, the last time that this resolution came to the Council it was as a recommendation of a business group that was formed through the Chamber.

Council Member Talkington: Unsure if ITD would be very excited about this project unless we showed a willingness to participate in costs.

Mayor Barigar: Had discussed this project about 1 year ago. Resolution is much the same as we have seen in the past.

MOTION: Council Member Lanting moved to approve a Resolution requesting the Idaho Transportation Department to re-route Highway 30 within the City of Twin Falls. Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- e) Discussion on the future of the Municipal Powers Outsource Grants (MPOG) program.
Grant & Community Relations Manager Thompson presented information on the future of the Municipal Powers Outsource Grants (MPOG) program.

Discussion ensued on the following:

Council Member Talkington: Important to know that these funds are down by \$25,000.00 this year.

Council Member Lanting: Spoke in favor of keeping the MPOG program.

Mayor Barigar: Feels the process is backwards and maybe should be changed to meet our Cities strategic goals.

Council Member Talkington: Agrees with the use of the MPOG.

Council Member Hawkins: Very torn on this subject. Looking at raising our own recreation fees and then looking at turning around and granting money to help someone else when we are not helping our own departments.

Council Member Pierce: Agrees with Barigar and Hawkins

Council Member Reid: Thanks all those that work in the non-profit world. Agrees with Barigar. Let's change the process to make it work better for all involved.

Community input:

Carolyn White from the Arts Council: Spoke in favor of keeping MPOG Tohna

Barton: Spoke in favor of keeping MPOG

Cathy Floyd - CASA Program - Spoke in favor of keeping MPOG

Jeanett Roe - Twin Falls Senior Center - Spoke in favor of keeping MPOG

Edie Schab - Spoke in favor of keeping MPOG

Melva Heinrich - Spoke in favor of keeping MPOG

Council Member Reid: Thanked all who spoke. Suggested a different way of going about this process in the future.

Council Member Hawkins: Agreed with Council Member Reid. Has enjoyed giving this money out to help as many people as possible. Agree that if there is some way to make the process work for all would be great.

Council Member Lanting: Thanked all the non-profits that serve the community. Need to continue with this process for at least this year and then make a decision for future years.

Council Member Talkington: Asked Mitch if we have done research on how other cities have done this process.

Mandy Thompson: Spoke on her research of this process and how unique the City of Twin Falls is.

Mayor Barigar: Spoke on honing in on the actual strategic plan

Council Member Pierce: Application process is all over the board and needs to be cleaned up.

Mayor Barigar: Asked about the time-line for this process or any changed process that they come up with.

Mandy Thompson: Gave a summary of the time-line

Mayor Barigar: Suggested a committee be formed to make the modifications.

Council Member Lanting: This process got changed mid-stream.

- f) Request for the Council to accept the SAFER (Staffing for Adequate Fire and Emergency Response) grant that was awarded to the City of Twin Falls by FEMA (Federal Emergency Management Association) on August 31, 2018.

Grant & Community Relations Manager Thompson made a request for the Council to accept the SAFER (Staffing for Adequate Fire and Emergency Response) grant that was awarded to the City of Twin Falls by FEMA (Federal Emergency Management Association) on August 31, 2018.

Summary of Grant:

\$655,327.00 for 5 additional Fire Fighters

First 2 yrs of the Grant will pay for 75% of their salary & benefits

Obligation of the City \$88,557.00

3rd year will pay for 35% of their salary & benefits. Obligation of the City \$230,249.00

4th Year City will be responsible for the full amount.

Discussion ensued on the following:

Council Member Lanting: Thanked Ms. Thompson for applying for this grant and the work put into it, as well as other grants she has worked on.

MOTION: Council Member Talkington moved to accept the SAFER (Staffing for Adequate Fire and Emergency Response) grant that was awarded to the City of Twin Falls by FEMA (Federal Emergency Management Association) on August 31, 2018. Council Member Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

7) GENERAL INPUT/ADVISORY BOARD REPORT/ANNOUNCEMENTS

Council Member Hawkins:

Thanked the Fire Chief for the Fireman's Ball.

Reminded everyone about the Policeman's Ball is Friday September 14, 2018.

Helped serve breakfast at the Senior Center this last Saturday. Encouraged everyone to go see what they have done at the Senior Center.

Youth Council Meeting was earlier today, gave brief summary.

Deputy City Manager Humble:

Sept 20th is the employee picnic

Sept 24th Acting City Manager will be Lorrie Race or Gretchen Scott.

Chief Kenworthy gave a brief report on the fire that occurred on Sunday night at a local downtown business.

8) PUBLIC HEARINGS

- a) Request for annexation with a zoning designation of M-2 for approximately 40 (+/-) acres currently zoned M-2 and located at 630 Hankins Road South. c/o Randy Musser (app. PZ18- 0045).
City Planner O'Conner made a request for annexation with a zoning designation of M-2 for approximately 40 (+/-) acres currently zoned M-2 and located at 630 Hankins Road South. c/o Randy Musser (app. PZ18-0045)

Discussion ensued on the following:

Council Member Lanting: Is the small section on the north end going to remain an island of land?

MOTION: Council Member Lanting moved to approve a request for annexation with a zoning designation of M-2 for approximately 40 (+/-) acres currently zoned M-2 and located at 630 Hankins Road South. c/o Randy Musser (app. PZ18-0045). Council Member Pierce seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

- b) Request to raise the Twin Falls Recreation Fees.
Recreation Supervisor McClintock made a request to raise the Twin Falls Recreation Fees.

Discussion ensued on the following:

Mayor Barigar: Fees are to cover background checks and the sales tax that has to be included.

Council Member Talkington: Spoke against this increase in recreation fees.

Council Member Reid: Clarified costs: \$12 per coach and there are 2 coaches per team, - approximately \$9,000, just in background check fees for youth sports.

Council Member Hawkins: Questioned the reason for the raise of fees.

Council Member Lanting: Are there any Scholarship program in place at this time.

Public input:

Gretchen Scott: It is hard to find people to volunteer for these programs. Spoke in support of the increase in fees to make the programs better.

Staff information:

Wendy Davis - Parks & Rec Director: Explained how the background checks work.

City Attorney Fritz Wonderlich: Gave further details on the background checks.

Stacy McClintock: Gave a run down on the background contract bid that they would like to use.

Council Member Hawkins: What is the time frame for the background check? Have we checked on the fees from other Cities?

Council Member Lanting: Would like to support the fee increase.

Council Member Reid: Spoke in favor of the fee increase.

MOTION: Council Member Lanting moved to approve the request to raise the Twin Falls Recreation Fees. Council Member Reid seconded the motion. Roll call vote showed Council Member Talkington voted against the motion. Motion passed 5 to 1.

c) Request to raise the Twin Falls City Pool Fees.

Aquatics Director Pauley made a request to raise the Twin Falls City Pool Fees.

Discussion ensued on the following:

Council Member Pierce: Have you done some calculations to show how this effects the bottom line?

Public Input:

Sherry Jeff: Here to ask for the Councils support for the senior exercise program.

Council Member Talkington: What is the reason for the fee going up in the 12-17 section?

Council Member Reid: How many monthly family passes are sold? What is the reason for the increase in this area?

Mayor Barigar: How many people use a family pass?

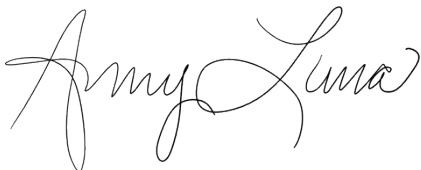
Council Member Lanting: Is in favor of this resolution.

MOTION: Council Member Talkington moved to approve the request to raise the Twin Falls City Pool Fees. Council Member Hawkins seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.

9) ADJOURNMENT

- a) Executive Session 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.

MOTION: Council Member Reid moved to Adjourn to Executive Session 74206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student. Council Member Lanting seconded the motion. Roll call vote showed all members present voted in favor of the motion. 6 to 0.





Date: Monday, September 17, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to approve the Walk for Freedom event.

Time Estimate:

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

Background:

Julie Underwood has submitted a Special Event Application requesting to hold the Walk for Freedom event on Saturday, October 20, 2018. This event will take place in the area of the College of Southern Idaho from 10:00 a.m. to 1:00 p.m.

The Walk for Freedom is a fundraising and awareness event to raise money for the A21, anti-human trafficking organization. A21 stands for Abolitionists of the 21st Century. The goal of this organization is to free people worldwide from slavery by bringing awareness and action to help abolish slavery and human trafficking. This event is part of a larger campaign taking place in cities across the country on October 20.

Those participating in this event will walk a predetermined route while wearing black t-shirts and carrying anti-slavery signs. Participants will walk single file, on the sidewalk, starting at the College of Southern Idaho (CSI) and proceeding down North College Road, Washington Street North, Falls Avenue, Blue Lakes Boulevard and back to CSI. The total length of the walk is approximately three miles.

There will be amplified sound in the form of pre-recorded music at the start/finish line in the parking lot of the CSI Expo Center.

Approval Process:

Consent of the City Council

Budget Impact:

There will be no alcohol served at this event. The Police Department Administration does not feel there is a need for security; therefore, there is no budget impact.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved the Special Event Application request. Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None



Date: Monday, September 17, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to approve the 2018 Oktoberfest event.

Time Estimate:

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

Background:

Kindsey Taylor, on behalf of the Brass Monkey, has submitted a Special Event Application requesting to hold the annual Oktoberfest event. The event is scheduled to take place from 5:00 p.m. to 10:00 p.m. on Friday, October 5, 2018, and from 10:00 a.m. to 10:00 p.m. on Saturday, October 6, 2018. This event will be held on Main Avenue between Fairfield Street and Hansen Street.

Friday's event will consist of the street closure for vendors to set up and will allow for pedestrians to mingle in the area. A stage will be set up for live bands in the 100 Block of Main Avenue West, near the Columbia Bank. Music will be played from 5:00 p.m. to 10:00 p.m. Security will be required from 5:00 p.m. to 10:00 p.m., or until the crowds disperse.

Saturday's event will consist of the street closure from 9:00 a.m. to 10:00 p.m. There will be vendors set up and children's activities will be available. Downtown merchants will be set up on the sidewalks. There will be a DJ playing music and various live bands from 12:00 p.m. to 10:00 p.m. Security will be required from 2:00 p.m. to 10:00 p.m., or until the crowds disperse. It should be noted that this event will coincide with the Farmer's Market on Main Avenue. The organizers of both events have agreed to combine them for this day.

The event sponsors will provide all barricades for street closures and will be required to close and reopen the streets. Though the street will be closed, event organizers will not obstruct the street to allow for emergency vehicles to pass freely if needed.

There will be no alcohol served for this event. For those consuming alcohol, it will be purchased from local businesses in the area who are licensed to serve alcohol under the guidelines of their alcohol licenses.

Downtown business owners have been notified and encouraged to participate in the event.

The event sponsors will be required to provide cleanup in all areas affected by the event, to include outlying areas surrounding the event location. There will be portable toilets provided in different locations throughout the event area.

The required certificate of liability insurance, with the City of Twin Falls as the certificate holder, is required and has been secured by the organizers.

It should be noted that Oktoberfest is an annual event and, in reviewing Police records, there have been no calls for service at this event in prior years.

Approval Process:

Consent of the Council

Budget Impact:

This event will require Law Enforcement Security and Kindsey Taylor has contracted with the Twin Falls County Sheriff's Office Reserve Deputies for said security. Therefore, there will be no cost to the City of Twin Falls.

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

Relevant City Staff members have approved the Special Event Application request. The Twin Falls Police Department Staff recommends that the on-duty Patrol Supervisor be given the authority to order the event organizers to mitigate the sound of amplified music. If there are continued noise complaints or disturbances by those participating in the event, and non-compliance, the on-duty Patrol Supervisor may terminate the event.

Based on this request and the information provided, Staff recommends that this event be approved.

Attachments:

None



Date: Monday, September 17, 2018
To: Honorable Mayor and City Council
From: Sergeant Justin Dimond, Twin Falls Police Department

ACTION ITEM

Request:

Request to hold the Trick or Treat on Bish's Street event.

Time Estimate:

Staff requests that this item be placed on the consent calendar.

Background:

Marc Kinnison, General Manager representing Bish's RV, has submitted a Special Event Application to hold the annual "Trick or Treat on Bish's Street" event in the Fred Meyer parking lot located at 705 Blue Lakes Boulevard North. This event will take place on October 31, 2017, from 3:00 p.m. to 6:00 p.m.

The event is being held as a community safe, family-friendly, trick or treat event for area children. It will be held in the Fred Meyer parking lot and will take place during daylight hours.

Bish's RV will provide trailers for local businesses to decorate and distribute candy to kids in a safe trick or treating atmosphere. The event is designed to provide a good environment for children and to help local businesses.

The event organizers will be responsible for cleanup within the parking lot and other areas affected by the event. The organizers have also arranged additional trash receptacles.

The Twin Falls Police Department Staff and other relevant City Staff members have reviewed the application and recommend its approval.

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 Trick or Treat on Bish's Street event based on the information provided.

Attachments:

None



Date: Monday, September 17, 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 Cedarpark Subdivision No. 9 Subdivision (Phases 2).

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. Developers Agreement Cedarpark No 9 Ph 2

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 Gary N. Nelson & Company hereinafter called "Developer" for the purpose of constructing certain improvements on property sought to be developed for the following Development Cedarpark Subdivision No. 9 (Phase 2).

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.

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

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

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

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

W I T N E S S E T H

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

I.

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

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

II.

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

a. Surety Bond

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

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

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

III.

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

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

construction plans shall be prepared in accordance with the public agencies' standards and specifications.

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

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

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

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

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

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 with in 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" of 1/2" Superpave HMA. Collector roadways will be construction with 11" of 3/4" Type 1 base and 3" of 1/2" Superpave HMA. 24" roll curb and standard curb will be installed per previous city standards and widths 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 as originally approved prior to the adoption of the 2015 ISPWC.

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.

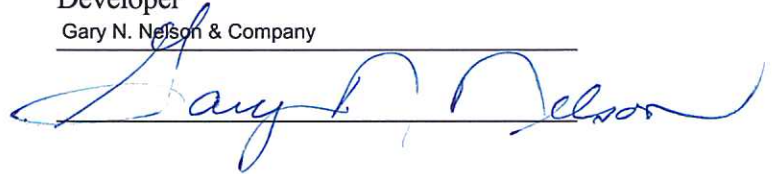
This agreement shall bind the parties hereto, their heirs, successors in interest, and lawful assigns.

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_____
MayorDeveloper
Gary N. Nelson & Company


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

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

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

Notary Public for Idaho
Residing at Twin Falls, Idaho

CORPORATION

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

On this 4th day of September, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary N. Nelson, 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.



Martha Tolman
 Notary Public for Idaho
 Residing at Twin Falls, Idaho
 exp 10/17/24

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:

Cedarpark Subdivision No. 9 (Phase 2)

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

Gary N. Nelson & Company

Gary N. Nelson

STATE OF IDAHO)

)ss.

County of Twin Falls)

On this 4th day of September, 2018, before me, the undersigned, a Notary Public for Idaho, personally appeared Gary N. Nelson, 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.



Martha Tolman

Notary Public for Idaho

Residing at Twin Falls, Idaho

exp 10/17/24



Date: Monday, September 17, 2018
To: Honorable Mayor and City Council
From: Mandi Thompson, Grant and Community Relations Manager

Presentation

Request:

Presentation to City Council on the results of the 2018 National Citizen Survey.

Time Estimate:

15 minutes for the presentation plus time for questions and comment from City Council.

Background:

The National Research Center, Inc. conducts the National Citizen Survey (NCS). The survey is standardized in order to ensure high quality research methods and directly comparable results to communities across the United States. The NCS captures residents' opinions within the three pillars of a community (community characteristics, governance, and participation) across eight central facets of community (safety, mobility, natural environment, built environment, economy, recreation and wellness, education and enrichment, and community engagement). The reports provided by NRC discuss trends over time, comparisons to similar communities, as well as improvements and declines in overall ratings.

This is the fifth survey the City of Twin Falls has participated in (2009, 2012, 2014, 2016 and 2018). The 2018 survey was mailed in waves – a pre-notification postcard and the actual survey. The postcards were mailed the week of May 11, and then the surveys were mailed the week of May 18 and May 25. Data collection continued through June 29, 2018.

Of the 1,500 surveys mailed, approximately 5% were returned undeliverable. Of the remaining 1,427 households that received the survey, 444 surveys were completed, providing an overall response rate of 31%. This was an increase from the 2016 survey, which generated 407 completed surveys and a 30% response rate.

Overall, ratings in Twin Falls for 2018 generally remained stable, but there were some notable improvements from the 2016 survey, specifically in the areas of Parks and Streets. Of the 131 items for which comparisons were available, 102 items were rated similarly in 2016 and 2018, three items showed a decrease in ratings and 26 showed an increase in ratings.

Notable trends over time included the following:

- Within the pillar of Community Characteristics, only three aspects decreased and 15 aspects increased in ratings since 2016, most of which were higher than seen since Twin Falls started gathering resident feedback in 2009. Some of the largest increases since 2016 were related to foundational measures (e.g., the overall appearance of Twin Falls and the City as a place to retire, raise children and live) and Economy (e.g., overall economic health, employment opportunities and a vibrant downtown/commercial area). Characteristics that decreased over time were related to housing (the availability and variety of affordable housing), public transportation, and the availability of affordable quality child care/preschool.

- Ratings for services and amenities provided by Twin Falls largely remained stable over time with nine increases; residents were more pleased with a number of services related to streets (repair, cleaning and lighting) and sidewalk maintenance, as well as emergency preparedness, storm drainage, City parks and recreation programs. No decreases were found within Governance in 2018.
- In 2018, more residents reported voting in local elections than in 2016. Respondents also reported a greater of sense of community in 2018.

Approval Process:

None. This is an information report on the results of the previously conducted survey.

Budget Impact:

N/A

Regulatory Impact:

N/A

History:

N/A

Analysis:

N/A

Conclusion:

As in years past, the results of the National Citizen Survey will be used to benchmark areas of success and decline as City staff works towards providing the highest level of service possible to the citizens of Twin Falls. We recognize that this is one of many tools used to guide the path of the city in the future.

Attachments:

None



Date: Monday, September 17, 2018
To: Honorable Mayor and City Council
From: Travis Rothweiler, City Manager

ACTION ITEM

Request:

Request to approve an independent contractor contract with Wonderlich and Wakefield for City Attorney services as defined in Idaho Code Section 50-208A.

Time Estimate:

The presentation will take approximately 5 minutes in addition to time needed for answering questions.

Background:

The City Attorney is appointed by and works under the general direction of the City Council. Fritz Wonderlich has served as the city attorney from 1983 to 1985 and from 1987 to the present. The Firm has provided prosecutorial services since 1989. Mr. Wonderlich's current agreement expires on September 30, 2018.

Over the course of the past few years, the City started the process of formalizing a transition from a contracted legal services model to an in-house services model. We have moved all prosecutorial services in-house and are currently in the middle of a national search to find Mr. Wonderlich's successor.

The agreement before the City Council is "month-to-month." This will allow the City to complete its search and still retain legal services until the next city attorney has been installed.

New effective compensation for Firm would be \$14,549.50.

Approval Process:

Approval requires a simple majority vote of the City Council members present.

Budget Impact:

The FY 2019 budget included funds to cover the costs associated with this agreement.

Regulatory Impact:

Idaho Code §50-208A states: 50-208A. DUTIES OF CITY ATTORNEY. (1) The city attorney shall be the legal advisor of the municipal corporation, may represent the city in all suits or proceedings in which the city is interested, and shall perform such other duties as may be prescribed by ordinances and resolutions duly passed. Nothing herein, however, shall preclude any city from employing alternative additional counsel when deemed advisable.

(2) The city attorney, his deputies, or contract counsel shall prosecute those violations of county or city ordinances, state traffic infractions, and state misdemeanors committed within the municipal limits. In so doing, the city attorney, his deputies, or contract counsel shall exercise the same powers as the county

prosecutor including, but not limited to, granting immunity to witnesses.

History:

N/A

Analysis:

N/A

Conclusion:

Request to approve an independent contractor contract with Wonderlich and Wakefield for City Attorney services as defined in Idaho Code Section 50-208A.

Attachments:

1. 2018 Legal Services Agreement CC Sept17

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, entered into between the City of Twin Falls, Idaho (hereinafter "City") and the law firm of Wonderlich & Wakefield (hereinafter "Contractor"), sets forth the terms and conditions for work to be performed for City by Contractor.

WHEREAS, Contractor is familiar with local, state, and federal law and regulation; specifically, in the planning and zoning, criminal, employment, municipal law, water, contracts, litigation, environment and public finance areas, and has an outstanding long-term record in representing City in all areas.

NOW, THEREFORE, The parties hereto agree as follows:

1. Services: The Contractor agrees to provide legal services to the City to include legal consultation, preparation of contracts, ordinances, and resolutions, representation of the City at public hearings and meetings, representation of the City in litigation, and such other legal services as the City shall request, with the exception of bond counsel services and complex litigation.
2. Independent Contractor: The parties agree that the Contractor is an independent contractor and nothing in this Agreement is intended to imply an employer-employee relationship. Neither the Contractor nor any of the Contractor's employees shall be entitled to any employee benefits from the City.
3. Term: The term of this Agreement shall be month to month, beginning October 1, 2018.
4. Consideration: In consideration of the work to be performed under this Agreement, the City agrees to pay the Contractor a monthly amount equal to \$14,549.50.
5. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold the City harmless from any employment claims brought by the Contractor or any employee of the Contractor against the City.
6. Control of Work: The Contractor shall have the exclusive right to control the manner, means and time of performance of all legal services.
7. Training: The Contractor shall be responsible for any and all training of its personnel needed to perform the legal services to be provided pursuant to this Agreement.
8. Independence of Contractor: The legal services to be provided by the Contractor shall not be integrated into the overall operation of the City.
9. Performance of Services: The legal services to be provided by the Contractor may be performed by the principals of the Contractor, or such other persons as it may employ.
10. Supervision of Work: The Contractor shall hire, pay and supervise any assistants needed for the performance of the legal services to be provided pursuant to this Agreement.
11. Work Hours: There shall be no set work hours for the performance of the legal services to be provided pursuant to this Agreement.

12. Full Time Work Not Required: The City and the Contractor agree that full time work shall not be required by the Contractor's principals or by anyone employed by the Contractor in providing the legal services to be provided pursuant to this Agreement.

13. Place of Performance: The legal services shall be performed at the Contractor's premises, at the courthouse, and such other places as deemed appropriate by the Contractor.

14. Order of Sequence of Work: The legal services called for in this Agreement shall be performed in the order determined by the Contractor.

15. Reports: The Contractor may prepare such reports as it deems appropriate to keep the City informed on matters being handled by Contractor, but such reports shall not be required.

16. Business Expenses: The Contractor shall be responsible for business expenses, including office rent, telephone service, computers and peripherals, on-line legal research linkup, fax machine, photocopier, office supplies, Idaho State Bar and membership dues, Continuing Legal Education, law books, etc. City shall be responsible for litigation costs billed to Contractor, including filing fees, transcripts, experts, etc.

17. Equipment and Materials: The City shall not furnish to Contractor tools, equipment or materials.

18. Facilities and Equipment: The Contractor shall invest in such facilities and equipment as may be necessary to provide the legal services provided for in this Agreement.

19. Profit or Loss: The parties understand and agree that whether the Contractor makes a profit or loss in the performance of this contract will depend upon the efficiency of the Contractor, and if the Contractor suffers a loss, the City shall not be required to provide any compensation not provided for herein.

20. Work for Other Entities: The City understands that the Contractor works for other entities and will continue to provide legal services to other entities during the term of this Agreement.

21. Services Available to General Public: The City understands and agrees that the Contractor does and will continue to provide legal services to the general public during the term of this Agreement

22. Termination of Agreement: This Agreement may be terminated by either party by notice to the other, effective the last day of the month notice is given.

DATED, This ____ day of _____, 2018.

CITY

CONTRACTOR

Shawn Barigar, Mayor
City of Twin Falls

Fritz Wonderlich,
Wonderlich & Wakefield